

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DX-A2	PAGE OF PAGES 1   36	
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-07-C-0067		3. EFFECTIVE DATE 04 May 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ATMOSPHERIC TECHNOLOGY SERVICES COMPANY, P O BOX 3029 NORMAN OK 73070-3029				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3GK36		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-COMVEST ENTITLEMENT OPERATION P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339	
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE		14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$7,164,830.00</b>	
16. TABLE OF CONTENTS							
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	C	DESCRIPTION/ SPECS./ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	35 - 36
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X	E	INSPECTION AND ACCEPTANCE	10	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-06-R-0001-0003 _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER _____ _____			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA _____ BY _____		20C. DATE SIGNED 04-May-2007	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Phase-In Effort CPFF Phase-In per contractor's plan in accordance with Section L. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$87,229.00
	ACRN AA CIN: 00000000000000000000000000000000				\$632,995.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Basic Effort CPFF Work as set forth in Statement of Work (SOW) USAKA/RTS SW-ZZ-12-06 dated 12 April 06, entitled "Meteorological Support Services (MSS)", incorporated herein and attached as set forth in Part III, Section J, hereof. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Basic Effort-Labor CPFF Labor for basic effort set forth in CLIN 0002. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	Basic Effort-Material CPFF Material for Basic Effort set forth in CLIN 0002. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	Basic Effort-Travel CPFF Travel for basic effort set forth in CLIN 0002. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	█

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Contract Data Requirements List (CDRL) CPFF DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. AP01 through A102, incorporated herein and attached as set forth in Part III, Section J, hereof. CLIN 0003 is applicable to all option CLINs, if exercised. FOB: Destination		█		█
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option I CPFF Work as set forth in Statement of Work (SOW) USAKA/RTS SW-ZZ-12-06 dated 12 April 06, entitled "Meteorological Support Services (MSS)", incorporated herein and attached as set forth in Part III, Section J, hereof. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA OPTION	Option I - Labor CPFF Labor for effort set forth in CLIN 0004. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB OPTION	Option I - Material CPFF Material for effort set forth in CLIN 0004. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	█

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC OPTION	Option I - Travel CPFF Travel for effort set forth in CLIN 0004. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	█

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option II CPFF Work as set forth in Statement of Work (SOW) USAKA/RTS SW-ZZ-12-06 dated 12 April 06, entitled "Meteorological Support Services (MSS)", incorporated herein and attached as set forth in Part III, Section J, hereof. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	Option II - Labor CPFF Labor for effort set forth in CLIN 0005. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	Option II - Material CPFF Material for effort set forth in CLIN 0005. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC OPTION	Option II - Travel CPFF Travel set forth in CLIN 0005. FOB: Destination		█		
				ESTIMATED COST	█
				FIXED FEE	█
				TOTAL EST COST + FEE	█

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Contractor Manpower Reporting COST Contractor Manpower Reporting requirements as set forth in Statement of Work (SOW) USAKA/RTS SW-ZZ-12-06 dated 12 April 06, entitled "Meteorological Support Services (MSS)", paragraph 3.14.3, incorporated herein and attached as set forth in Part III, Section J, hereof. FOB: Destination		█		█
				ESTIMATED COST	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of CLINs 0001 through 0005 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort by labor category, as set forth below, within the time period as set forth in Section F-1 hereof:

<u>LABOR CATEGORY</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
-----------------------	---

Labor Category █

Off-site

CSE - Computer Systems Eng  
ENG - Engineer  
MGR - Program Mgmt  
CM - Chief Meterologist  
SC - Sr. Scientist  
RM - Research Meterologist  
On-Site  
KA - Kwaj Admin Officer  
KE - Kwaj Software Eng  
KM - Kwaj Transition Mgr  
KR - Kwaj Rain Gauge Mon.  
KS - Kwaj Site Mgr  
KS - Kwaj Meterologist\*  
KS - Kwaj Meterologist  
KS - Kwaj Meterologist  
KS - Kwaj Meterologist  
KS - Kwaj Meterologist  
KT - Kwaj Sr. Eng. Tech  
KT - Kwaj Eng. Tech  
Total Direct Labor



b. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort by labor category as specified in B-3.a. above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

Section E - Inspection and Acceptance

ACCEPTANCE

Acceptance by the Government of all items delivered hereunder shall be at destination by the Administrative Contracting Officer or his duly appointed representative.

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

## Section F - Deliveries or Performance

DATA AND REPORTS

The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, attached as exhibits to the contract. The contractor shall deliver reports and data, transportation paid, addressed as specified in Block 14 of the DD Form 1423.

When the Procuring Contracting Officer [REDACTED] is not already a cited distribution for a data submission, the contractor shall furnish the Procuring Contracting Officer one (1) copy of the transmittal letter submitting the data requirements to the offices shown in Block 14 of the DD Form 1423.

PERIOD OF PERFORMANCE

- a. CLINs 0001 and 0003, PHASE-IN: The contractor shall complete the tasks required by CLIN 0001 and complete delivery of all data and reports required by CLIN 0003 within thirty (30) days after the date of contract award.
- b. CLINs 0002 and 0003, BASIC: The contractor shall complete the tasks required by CLIN 0002 and related subclins, and complete delivery of all data and reports required by CLIN 0003 within (36) months after the date of contract award.
- c. CLINs 0004 and 0003, OPTION I: The contractor shall complete the tasks required by CLIN 0004 and related subclins, and complete delivery of all data and reports required by CLIN 0003 within twenty-four (24) months after the date of option exercise.
- d. CLINs 0005 and 0003, OPTION II: The contractor shall complete the tasks required by CLIN 0005 and related subclins, and complete delivery of all data and reports required by CLIN 0003 within twenty-four (24) months after the date of option exercise.
- e. CLIN 0006: . Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 21 7 2040 0000 36 9718 66530161400 252G W31RPD70646W20 7HKSP6 S01021  
AMOUNT: \$632,995.00  
CIN 00000000000000000000000000000000: \$632,995.00

## CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

e. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."

f. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS:		
COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLINs 0001 and 0003:

- (1) Amount Required for Full Funding, Including Fee(s): \$
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$
- (3) Amount Separately Obligated for Payment of Fee: \$
- (4) Total Amount Allotted and Obligated: \$
- (5) Net Amount Required for Full Funding: \$
- (6) Estimated Period of Performance the Allotted Amount Will Cover: Date of Award to 15 April 2007

b. CLINs 0002, 0003 and 0006:

PREVIOUS AMOUNTS	CURRENT AMOUNT	TOTAL AMOUNTS
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**LABOR (BASIC) (CLIN 0002AA):**

- (1) Funds required for full performance:

(a) Estimated Cost: [REDACTED]

**(2) Amount currently allotted:**

(a) Amount allotted for est cost: [REDACTED]

**(3) Unfunded amount:**

(a) Estimated cost: [REDACTED]

**MATERIALS (BASIC) (CLIN 0002AB):**

**(1) Funds required for full performance:**

(a) Estimated Cost: \$ [REDACTED]

**(2) Amount currently allotted:**

(a) Amount allotted for est cost: \$ [REDACTED]

**(3) Unfunded amount:**

(a) Estimated cost: [REDACTED]

**TRAVEL (BASIC) (CLIN 0002AC):**

**(1) Funds required for full performance:**

(a) Estimated Cost: \$ [REDACTED] \$ [REDACTED] \$ [REDACTED]

**(2) Amount currently allotted:**

(a) Amount allotted for est cost: [REDACTED]

**(3) Unfunded amount:**

(a) Estimated cost: [REDACTED]

Estimated Period of Performance  
the Allotted Amount Will Cover:

16 Apr 2007 thru 15 Apr 2010

c. CLINs 0004, 0003 and 0006:

(1) Amount Required for Full Funding,  
Including Fee(s): \$ [REDACTED]

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs: \$ [REDACTED]

(3) Amount Separately Obligated for

Payment of Fee: \$ \_\_\_\_\_ [REDACTED]

(4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ [REDACTED]

(5) Net Amount Required for Full Funding: \$ [REDACTED] \_\_\_\_\_

(6) Estimated Period of Performance  
the Allotted Amount Will Cover: 16 Apr 2010 thru 15 Apr 2012

d. CLINs 0005, 0003 and 0006:

(1) Amount Required for Full Funding,  
Including Fee(s): \$ [REDACTED] \_\_\_\_\_

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs: \$ \_\_\_\_\_ [REDACTED]

(3) Amount Separately Obligated for  
Payment of Fee: \$ \_\_\_\_\_ [REDACTED]

(4) Total Amount Allotted and Obligated: \$ \_\_\_\_\_ [REDACTED]

(5) Net Amount Required for Full Funding: \$ [REDACTED] \_\_\_\_\_

(6) Estimated Period of Performance  
the Allotted Amount Will Cover: 16 Apr 2012 thru 15 Apr 2014

## Section H - Special Contract Requirements

### USAKA SPECIAL CONDITIONS

#### ENTRY AUTHORIZATION FOR TRAVEL TO USAKA:

All visitors to USAKA/RTS must obtain an approved Entry Authorization. USAKA/RTS Entry Authorizations (EAs) are processed on the Internet-based on-line system called "READ" (RTS Entry Application Database). Requests for entry into Kwajalein must be submitted at least seven (7) U.S. working days prior to departing the U.S. for travel.

Submission later than 7 days may not be approved and could delay travel. Four (4) copies of the approved EA must be hand carried with one copy provided to the airlines before boarding the aircraft in Honolulu. Additional EA copies will be used at site in the entry/exit process.

Travelers to Kwajalein must have a site POC (Site Sponsor) established with a full understanding of the nature of the mission and rationale for the visit prior to submission of the READ request. A Site Sponsor (SS) will be selected from a pull-down list while completing the READ form. The pull-down list will also contain the SS's Kwajalein phone number (805.355.XXXX) in the event the traveler has an EA inquiry. After the SS has approved the EA, the READ system forwards the EA for the final government approval by the Approval Authority (AA) in Huntsville Alabama.

The READ website is [REDACTED]. After linking to the READ site, you will see the READ login page. A user account must be set up before you can actually log in to the system. Click on the "Sign Up Now" link above the login information to enter your user information.

SCREENING OF EXISTING FEDERAL ADP SOFTWARE RESOURCES: Prior to placing orders for software with a commercial source, the contractor shall screen existing Federal ADP software resources by reviewing the Federal Software Exchange Catalog.

AUTOMATED INFORMATION SYSTEM MEDIA: If media is delivered to or for the U.S. Government under this contract in the form of automated information system (AIS) media (e.g., diskettes, tapes, etc.), it shall be free of viruses, which could cause damage, disruption, or degradation of the AIS. The contractor shall test such media for viruses prior to delivery. This requirement shall also be included in all subcontracts at any tier when the data to be delivered is in the form of AIS media.

CONTRACT WORK BREAKDOWN STRUCTURE (CWBS): Following contract award, the contractor shall expand and enhance the CWBS, incorporated herein and attached as set forth in Section J, in as much detail as necessary to identify and structure the work effort to successfully achieve the objective (s) of the contract PWS will serve as a framework for contract planning, budgeting, and reporting status of costs and schedule to the Government. The contractor shall develop the detailed levels of the CWBS in a manner, which will assure compatibility with internal organizations and management systems. Major subcontract CWBS elements shall be identified in the CWBS to include the name of the subcontractor. The fully extended CWBS and any changes proposed by the contractor shall require written approval of the Contracting Officer. **Draft CWBS is required at time of proposal submission (reference CDRL AP09).**

#### GOVERNMENT-FURNISHED EQUIPMENT, MATERIAL, SERVICES, AND SUPPLIES:

a. Base Support: In the performance of this contract, the contractor is authorized on a non-charge-for-use basis (except (8) and stated exclusions in (12), (14), and (15) below), the below listed government property, facilities, and/or logistic support to the extent available at the U.S. Army Kwajalein Atoll (USAKA) subject to the direction and control of the Commander, USAKA, or his designated representative.

(1) Quarters at USAKA, for non-indigenous personnel, consistent with organizational position and quarters availability. USAKA Regulation 210-50, Family and Unaccompanied Personnel Housing, and subsequent revisions thereto, shall apply to all quarters assignments. The allocation of quarters to the contractor, as to number, type, and location, will be made by the Commander, USAKA, or his designated representative, and that determination shall be final and conclusive and shall not be subject to the "Disputes" clause. A maximum of five (5) units of 1 family quarters (permanent type) and spaces for remaining personnel in bachelor quarters (to include barrack spaces) with total activity.

(2) Intra-atoll (sea and air) transportation for personnel and equipment at USAKA to support the provisions of the SOW.

(3) Kindergarten, elementary, and high school educational services at USAKA for dependents or personnel residing in accompanied quarters USAKA.

(4) Unaccompanied personnel, whether single, divorced, separated, head-of-household, or married personnel not accompanied by family members at USAKA, who are assigned to unaccompanied personnel housing that lacks adequate food preparation facilities, shall be provided a meal card that entitles the employee to government furnished meals in the base operations dining facility at Kwajalein and Roi-Namur Islands. The contractor shall establish an effective internal control procedure to ensure that meal cards are issued to and used by only authorized personnel and are promptly terminated when entitlement ceases. The cost of meals determined to have been furnished to unauthorized personnel due a lack of adequate procedures or lack of enforcement shall be reimbursed to the government by the contractor and will constitute an unallowable cost to the contract.

(5) General maintenance on all government-provided equipment and facilities.

(6) General office supplies, furniture and office equipment, including maintenance of such furniture and equipment; however, the maintenance of any corporate owned personal computers and office electronic equipment shall be provided by the contractor.

(7) Fire prevention and protection services provided by the USAKA Logistics Support Contract.

(8) Access to medical and dental services, at rates established by USAKA.

(9) Necessary services of the USAKA Logistic Support Contract to the MSS equipment.

(10) Administrative vehicles at USAKA, to include petroleum, oil, and lubricants (POL) and maintenance.

(11) Property which may become available from government excess and which is required to meet SOW requirements.

(12) Basic telephone services at USAKA; except that personal residence phone services are at rates established by USAKA.

(13) Access to the Defense Data Network (DDN) for teletype communications, Defense Switched Network for essential official business communications, and to the USAKA/RTS Internet network.

(14) Air and surface shipments from the Continental United States (CONUS) - West Coast to USAKA and from USAKA to CONUS - West Coast. Packing and crating of household goods and personal effects will be supplied by the government for shipments originating on USAKA. All shipping costs of personal effects and goods in excess of the maximum allowances provided for in the government-approved contractor's personnel policies and benefits shall not be an allowable cost to the contract.

(15) Use of Military Postal System at USAKA, provided that payment for such service shall be made at the current postal rates.

(16) Documentation

(17) Office facilities

(18) Utilities

(19) General custodial services to facilities located on Kwajalein, Roi-Namur, and Meck and grounds keeping for areas around the facilities defined as the USAKA Logistics Support contractor's responsibility.

b. GOVERNMENT FURNISHED PROPERTY (GFP): Army Property – In the performance of this effort, the contractor is authorized use of, and is accountable for and responsible for the GFP in the GFP lists identified in Section J, list of attachments.

c. Residual Property – The residual property on hand upon completion to Contract DASG60-01-C-0045 will be furnished to the contractor for use in performing the efforts described in the contract.

d. Defense Switched Network (DSN) Access – The contractor is authorized on island access to the DSN Conus/Pacific wide. On Island access to DSN by the contractor shall be restricted to essential communications required in the performance of this contract.

e. The following support will be provided at 834<sup>th</sup> Transportation Battalion, Concord, CA:

(1) Handling, including receiving, documentation, packing, crating, consolidation, storage, and movements of cargo received for surface and/or air transshipment to USAKA.

(2) Cargo handling at transport loading location.

f. Government Supply Sources – Supplies required for contract performance to the extent available from government sources (via MILSTRIP requisition).

g. The contractor shall comply with the instructions of the Contracting Officer or the Contracting Officer's Representative designated to perform the duties of Plant Clearance Officer in the performance of the requirement of FAR Part 45 relating to the reporting, redistribution and disposal of excess government property.

GOVERNMENT FURNISHED TRANSPORTATION SERVICES:

a. Contractor cargo shipments originating in CONUS and destined for USAKA shall be routed to the USAKA Logistic Support Contractor (LSC), 834<sup>th</sup> Transportation Battalion, Concord, CA 94520-5014. Based upon priority, the USAKA LSC will effect shipment to USAKA by either Air Mobility Command (AMC) air transportation or by Military Sealift Command (MSC) surface transportation.

b. Similarly, cargo shipments originating in Hawaii and destined for USAKA shall be routed to the USAKA LSC's Consolidated Cargo Facility, Honolulu, HI. Cargo will be shipped to USAKA by AMC transportation or by MSC surface transportation dependent upon priority.

c. The contractor shall use Government furnished and Government reimburse AMC air transportation, when available, for transporting personnel between CONUS – West Coast and USAKA, CONUS – West Coast and Hawaii, and USAKA and Hawaii, except as provided in d. below. The contractor shall maximize the use of AMC air transportation when personnel are being transported for Permanent Change of Station (PCS), temporary duty (TDY), dental or medical referrals (including emergencies), and vacation travel. For personal emergency leave and vacations paid for by the individual traveler, use of AMC air transportation at DoD rates is optional but encouraged.

d. Exceptions when commercial airlines may be used and the excess costs of commercial rates over AMC rates reimbursed under the contract as follows:

- (1) Emergency dental or medical evacuation or Government funded emergency leave when arrival in Honolulu or CONUS can be expedited or if the scheduled AMC aircraft is not configured to safely transport the patient.
- (2) When the contractor's Site Manager, or designated representative, certifies in writing that travel by commercial airline is/was critical to the performance of contract requirement.

DEATH OF EMPLOYEE AT USAKA: In the event of death of a contractor employee or dependent at USAKA, the body shall be prepared for burial and shipped, in an appropriate container, to a destination selected by a duly authorized survivor (including executor or executrix of his estate). The costs of such preparation and shipment shall be a reimbursable cost under this contract in accordance with the clause titled "ALLOWABLE COST AND PAYMENT" (see FAR 52.216-7) to the extent that such costs are not payable under the fund established under Section 8147 of Title 5 of the United States Code, as referenced in 42 U.S.C. Section 1701(b)(4).

TERMINAL PHASE-OUT:

a. Any necessary terminal phase-out effort as anticipated by this clause shall occur during the performance period of this contract and is included in the cost of this contract.

b. The contractor recognizes that the services provided under this contract are vital to the Government's overall effort, that continuity thereof must be maintained at a consistently high level without interruption, that upon expiration of this contract, a successor – either the Government or another contractor – may continue these services; that the successor, be it the Government or another contractor, will need phase-in training; and that the contractor must give his best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

c. Toward that end, the contractor agrees to cooperate with the successor, whether it is the Government or another contractor, in order to enhance the continuity and consistency of the services called for by the contract. In conjunction with the solicitation of offers for a follow-on contract, the contractor agrees to permit the Government to conduct site visits for other contractors at all contractor-operated facilities utilized in performance of this

contract. During such visits, the contractor agrees to allow said other potential contractors to conduct on-site interviews with contractor employees for possible employment under any follow-on contract. **The on-site interviews shall be during after-duty hours only.** If said employees are agreeable to the change and are accepted by the successor, then the contractor shall release them at a mutually agreeable date.

d. In addition, the contractor agrees, upon written notification by the Contracting Officer, to provide a detailed plan for phase-out operations tailored to the successor's plan for phase-in operations.

e. During the terminal phase-out period, the government may introduce new personnel or a new contractor into performance of work of the kind and type provided hereunder, and the contractor agrees to use his best efforts to effect a smooth transition from performance by the contractor and its employees to performance by others. Such transition periods may involve a gradual reduction of the amount of work and duties performed by the contractor and its employees.

#### COMPLIANCE WITH THE COMPACT OF FREE ASSOCIATION AND IMPLEMENTING AGREEMENTS:

Consistent with Sections 321 and 323 of Title Three, Article II of the Compact of Free Association Act of 1985 (Compact), PL 99-239, January 14, 1986, effective 21 October 1986, the United States (U.S.) has entered into two agreements with the Government of the Republic of the Marshall Islands (RMI), concerning U.S. use and operation of the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS). These implementing agreements are: (1) Military Use and Operating Rights Agreement (MUORA) and (2) Status of Forces Agreement (SOFA). While the contractor must ensure that its performance under the contract is in compliance with all applicable provisions of the Compact and the implementing agreements, of particular significance are the following provisions, which affect the employment of personnel:

a. MUORA Article VIII - Employment of Labor. This article includes provisions dealing with (i) "grandfathering" of wages of local hire personnel employed by U.S. contractors; and (ii) equal pay for equal work in the employment of local hire personnel. Local hire personnel is defined in Article I, Section 2(f), of the SOFA as citizens and nationals of the Republic of the Marshall Islands, who are employed in the Marshall Islands by the Armed Forces of the United States or U.S. contractors. In implementation of these provisions, the contractor shall ensure that local hire personnel employed on the effective date of the Compact shall continue to receive wages no less than wages paid as of the effective date of the Compact October 21, 1986. Wages, for the purpose of insuring "grandfathering" of wages, is defined as (a) actual base pay; (b) employee fringe benefits e.g., vacation and sick leave, group insurance, hazardous pay, pension, and holidays; and (c) overtime pay as required by the Contract Work Hours and Safety Standards Act (CWHSSA). For example, if local hire personnel employed on the effective date of the Compact as carpenters were paid \$5.00 per hour base pay, fringe benefits, and \$7.50 per hour for overtime, after the effective date of the Compact such local hire personnel shall be paid a wage not less than \$5.00 per hour base pay, \$7.50 per hour for overtime worked, and the same fringe benefits. Further, Grandfathered Marshallese employees must receive a wage, which is not less than the wage paid for equal work to U.S./third country employees. In contrast, local hire personnel newly employed after the effective date of the Compact may be paid a wage consistent with the minimum wage laws of the Marshall Islands, provided the minimum wage does not exceed the prevailing minimum wage in the United States, and the wage provides equal pay for equal work among such local hire personnel. Further, locally hired non-grandfathered Marshallese employees must receive a wage which is not less than the wage paid for equal work to any U.S./third country employees who are hired in the RMI; however, they may be paid a wage which is less than the wage(s) paid for equal work to grandfathered Marshallese employees and to U.S./third country employees hired outside the RMI. For purposes of interpreting this special provision, allowances/benefits, which relate to Foreign Service of employees hired outside the RMI (e.g., relocation/dislocation allowances, foreign pay differentials, transportation costs) are not considered to be part of the wages paid to such employees; and nothing herein requires that such Foreign Service allowances/benefits be paid to employees hired in the RMI.

b. SOFA Article IV, Utilization of Contractors and Employment of Labor. This article includes provisions dealing with (i) employment preference for citizens, nationals, and permanent resident aliens of the RMI, Federated States of Micronesia (FSM), and of the U.S.; and (ii) U.S. contractors use of best efforts to employee persons present in the RMI and FSM. In implementation of these provisions, the contractor shall give preference in hiring to citizens, nationals, and permanent resident aliens of the RMI, FSM, and the United States. This includes dependents as defined in Article I, Section 2(d) (4) of the SOFA. The contractor shall not employ or continue employment of third country personnel as defined in Article I, Section 2(e) of the SOFA without the prior written permission of the Contracting Officer. It is anticipated that permission to hire third country personnel will be given only in limited and exceptional circumstances. Therefore, the contractor should rely on third country personnel as a labor source in performance of this contract only in the exceptional situation where qualified citizens, nationals, and permanent resident aliens of the RMI, FSM, and the United States are not available.

c. Marshallese citizens/nationals, as well as other employees, shall be given equal consideration for promotion to positions for which they are qualified.

APPLICATION OF UNITED STATES LAWS IN THE REPUBLIC OF THE MARSHALL ISLANDS:

a. Section 171 of Article Two, Title VII of the Compact of Free Association Act of 1985, PL 99-239, January 14, 1986, states:

Except as provided in this Compact or its related agreements, the application of the Laws of the United States to the Trust Territory of the Pacific Islands by virtue of the Trusteeship Agreement ceases with respect to the Marshall Islands and the Federated States of Micronesia as of the effective date of this Compact.

b. As a result of this provision, a number of United States laws which formerly applied in the Republic of the Marshall Islands no longer apply. Other laws, by virtue of extraterritorial application, provisions of the Compact, or requirements of the Statement of Work, apply or have limited application to this contract. As examples, the contractor shall note the application, or limited application in some cases, of the following laws:

(1) For employees working within the United States (including Wake Island and Guam), the contractor shall comply with McNamara/O'Hara Service Contract Act of 1965, as amended (41 U.S.C. 351 et. seq.); the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et. seq.); and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). These laws do not apply to employees working in RMI.

(2) For employees recruited or hired in the United States, the contractor shall comply with the Vietnam Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 2012) and the Equal Employment Opportunity Program (Executive Order 11246 dated 24 Sep 65). These laws do not apply to work which is performed outside the U.S. by employees recruited and hired outside the U.S. Application of the above laws to employees performing work on USAKA who were recruited or hired in the U.S. does not prohibit the contractor from establishing within this class of employees different pay rates or personnel policies based on skill levels, experience, longevity, or other factors wholly unrelated to the classification of race, color, religion, sex, national origin, or veterans status. Nor does application of the above laws require the contractor to provide identical pay rates or personnel policies for employees exempt from coverage as provided to employees who are covered by these laws.

(3) For all employees working outside the United States, the contractor shall comply with the Defense Base Act (42 U.S.C. 1651 et. seq.) as required by Section I Contract Clause, FAR 52.228-3 titled "Workers' Compensation, Insurance (Defense Base Act)."

(4) For worked performed in RMI, the contractor shall comply with the Environmental Protection Requirements of Section 161, Title One, Article VI of the Compact.

(5) For work performed in RMI, the contractor shall comply with the occupational safety and health standards, required by the Occupational Safety and Health Standard Act, 29 U.S.C. 651 et. seq. , which have been incorporated in the requirements of the Statement of Work.

RIGHT OF FIRST REFUSAL: The contractor shall give local hire personnel (as defined by the SOFA) employed under the existing contract(s) on the effective date of the Compact the right of first refusal for employment in the same or comparable jobs.

SPECIAL EDUCATION:

a. The school system at the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) is capable of providing only limited special education services to meet the needs of students with mild learning impairments and/or mild behavior disorders as defined by the Department of Defense Dependents Schools (DODDS) Special Education Program. Formal programs or services are not available for students who have physical or mental impairments or who are seriously defective in speech, reading, or language development.

b. Based upon the foregoing limitations on special education capacity and capabilities at USAKA, the contractor shall meet the following requirements prior to entering into an irrevocable employment/relocation commitment or initiating travel of a dependent student to USAKA/RTS:

(1) Prescreening for employment located at USAKA/RTS shall include a determination of special education needs, if any, of dependent students.

(2) For each student with any identified special education needs, advance approval of entry into the Kwajalein school system must be obtained from the Superintendent of Schools, Kwajalein Support Contractor, P.O. Box 51, APO AP 96555.

c. Students with special education needs beyond the capability or capacity of the Kwajalein school system, as determined by the Superintendent of Schools, will be permitted access to USAKA/RTS only as unofficial visitors not to exceed sixty (60) days per year, pursuant to the procedures contained in USAKA/RTS Regulation 190-10.

MEDICAL AND DENTAL SERVICE LIMITATIONS:

a. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical/dental determination by appropriate on-site support authority that evacuation is necessary.

b. The remoteness and relatively small population of USAKA/RTS precludes extensive medical and dental facilities. Thus, the limited medical and dental facilities and staff dictate that only minimum essential treatment can be provided. This limitation should be taken into consideration prior to assigning personnel to Kwajalein who require frequent or special medical or dental treatment. The contractor's pre-employment medical screening shall be sufficiently thorough to identify medical problems which would preclude assignment to Kwajalein.

c. There will be a charge for all medical and dental services provided at USAKA/RTS to employees of the contractor or their dependents who are resident at USAKA/RTS in accordance with the Financial Policy and Rate Manual.

OFF-DUTY EMPLOYMENT PROHIBITION: The contractor shall prohibit all of his employees from employment in any capacity with any other USAKA/RTS contractor for the duration of this contract unless approved in writing by the CDR, USAKA.

**HOUSING:** The Commander, USAKA/RTS, or his representative will make the allocation of housing to the contractor, as to number, type and location. Such allocation shall be final and conclusive and shall not be subject to the "Disputes" clause. Occupants of government family and bachelor units shall be liable to the Government for acts of gross negligence or willful misconduct resulting in loss, damage or destruction of the property and its contents. Housing units are not "Government Furnished" under the terms of the "Government Property" clause of this contract (FAR 52.245-5). See clause GOVERNMENT-FURNISHED EQUIPMENT, MATERIAL, AND SUPPLIES.

**PROCEDURES AND DOCUMENTATION REQUIRED UNDER THE INSURANCE – LIABILITY TO THIRD PERSONS CLAUSE:**

a. In implementation of subparagraph (g) of FAR 52.228-7, the contractor shall notify the Contracting Officer in writing, within ten (10) days after notification, of any suit or action filed or any claim made against the contractor, the cost and/or expense of which may be reimbursable under this contract. Within thirty (30) days after such notice, the contractor shall furnish:

- (1) Written summary of the suit/action.
- (2) Comments on the merits.
- (3) Potential liabilities.
- (4) Applicable insurance coverage.
- (5) Copy of the complaint.

(6) Name, address, and telephone number of attorney retained by contractor and/or insurer. Thereafter, all other pertinent documents (answer to the Complaint, Motions, Discovery Requests, Depositions, etc.) shall be forwarded within ten (10) days after their filing. In addition, a quarterly report shall be submitted consolidating prior notices and summarizing the status of each and every action pending against the contractor, with a date projected for resolution. Furthermore, the contractor shall keep the government apprised of any and all significant developments.

b. The contractor shall timely and zealously pursue claims or counterclaims and defenses against third persons and subcontractors for any claims or expenses which may be reimbursable under this contract.

c. In the event an insurer declines coverage or representation, the rationale for such declination shall be obtained in writing from the insurer, reviewed by the contractor, and forwarded to the Contracting Officer with appropriate comments. In questionable cases of declination by the insurer, an opinion shall be obtained by the contractor from privately retained counsel prior to forwarding to the Contracting Officer.

d. With regard to legal fees for which reimbursement will be sought under subparagraph (g) of FAR 52.228-7, the contractor shall take the necessary steps to prevent unwarranted or excessive fees. Toward that end, unless otherwise requested on a more frequent basis, the contractor shall submit the following information to the Contracting Officer when any voucher is submitted for legal fees:

- (1) The total amount of legal fees to date for the case.
- (2) Detailed, contemporaneous, complete, and standardized time records reflecting the number of hours devoted by the attorney(s) in preparing and presenting the case. To substantiate that the number of hours are not

excessive, describe the work performed for each billing date; provide the training and experience of each person who worked on the case; and furnish the number of hours spent by each.

(3) The attorney's usual and customary billing rate for cases similar in nature to the case for which reimbursement is requested, and the usual fee for each person who worked on the case.

(4) Provide evidence of (a) the prevailing community billing rate for such work; (b) fees charges to the contractor in similar cases for commercial activities.

(5) If the attorney seeks reimbursement for costs in addition to fees, provide: (a) an itemized list of such costs, e.g., travel, telephone, postage, expert witnesses, transcripts, depositions, subpoenas, duplication, etc., for which the attorney seeks reimbursement in addition to his customary fee; (b) a statement explaining why such costs were not subsumed within the attorney's customary billing rate.

TRANSPORTATION: Transportation under this contract will be the responsibility of the contractor except for certain transportation services to be furnished by the Government, which is specified in H clauses GOVERNMENT FURNISHED TRANSPORTATION SERVICES, and GOVERNMENT-FURNISHED EQUIPMENT, MATERIAL, SERVICES, AND SUPPLIES. Throughout this contract, the most economical method of transportation will be used commensurate with program requirements.

#### COORDINATION OTHER GOV'T AGENC

#### COORDINATION WITH OTHER GOVERNMENT AGENCIES:

The contractor shall coordinate in advance any proposed visits to Government agencies to discuss any aspect of performance under this contract. Such visits shall be coordinated with the RTS official as identified in the Section H Clause hereof titled, Technical Cognizance and Technical Direction.

#### REPATRIATION

The Government will authorize payment for relocation of the contractor's employees from USAKA/RTS, and other applicable OCONUS and CONUS locations, other than the place of origin (home base), in the event this contract is not renewed or is terminated, either wholly or partially. Payment for severance benefits in accordance with company policy and the FAR will also be authorized, regardless of employee location. There shall be no fee allowed for relocation and severance expenses associated with employee repatriation. Repatriation is subject to the availability of funds.

#### PERSONNEL POLICIES & BENEFITS

The contractor's personnel policies and benefits package shall be submitted in accordance with RFP W9113M-R-0001 for Contracting Officer review and approval.

#### OPTION EXERCISE

Any or all of the Option CLIN sets in Section B may be exercised by the contracting officer by issuance of a unilateral modification to this contract. The parties agree the option shall be considered to have been exercised, for

the purpose of this contract, at the time the Government issues the modification. If the Government exercises the option, all contractual terms and conditions shall apply during the option period. The total duration of this contract, including the exercise of options, shall not exceed eighty-four (84) months.

The contractor shall incur no costs chargeable to the option until the contracting officer has provided written notification that the option has been exercised. The exercise of any portion of the options must be accomplished in accordance with the requirements of this clause.

- a) Option I, CLIN 0004, may be exercised at any time prior to the completion of the Basic effort (CLIN 0002).
- b) Option II, CLIN 0005, may be exercised at any time prior to the completion of Option I (CLIN 0004).

#### SOFTWARE LICENSES

COMMERCIAL COMPUTER SOFTWARE LICENSES: Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall designate the U.S. Government (represented by the Contracting Officer) as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

#### SOFTWARE AND TECHNICAL DATA

Commercial Computer Software and Commercial Technical Data: Offers submitted in response to this solicitation shall identify the commercial computer software or technical data that the offeror proposes to furnish to the Government. The listing shall be submitted as an attachment to the proposal and shall identify the commercial item, summarize the restrictions on the Government, and specify pricing for any required maintenance and support.

#### MINIMUM INSURANCE LIABILITY

Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required pursuant to FAR 28.305, "Overseas Workers' Compensation and War-Hazard Insurance." Employers' liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

#### CLAUSES INCORPORATED BY FULL TEXT

#### PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command

[REDACTED]

P. O. Box 1500

Huntsville, AL 35807-3801

c) The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d) If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command

[REDACTED]

P. O. Box 1500

Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

#### DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice

(1) DISTRIBUTION STATEMENT E - Distribution authorized to DoD components only due to proprietary information and/or Arms Export Control Act Information, **(date of determination)**. Other requests shall be referred to [REDACTED]

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office symbol	Phone Number
[REDACTED]		

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the

Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

H-. KEY PERSONNEL:

a. The key personnel listed in paragraph b below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
[REDACTED]	



(This list shall be negotiated by the parties. Personnel identified as key individuals in the offeror's proposal shall be candidates for this list, however, it is not intended that all such proposed key individuals must be listed in this clause.)

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see [REDACTED] and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor(s). The prime contractor's invention reports shall contain a copy of each of the subcontractor's invention reports.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-10	Waste Reduction Program	AUG 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

██████████  
(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Federal Building  
301 NW 6th St  
Oklahoma City, OK 73102  
██████████

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Atmospheric Technology Services Company, LLC (ATSC) will notify the USASMDC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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CLAUSES INCORPORATED BY FULL TEXT

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
USAKA/RTS Statement of Work, entitled "Meteorological Support Services (MSS)", (SW-ZZ-12-06), incorporated herein by reference.	<b>7 July 06</b>	9
Contract Work Breakdown Structure for the MSS Contract, incorporated herein by reference.	4 April 06	1
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List, incorporated herein by reference.	16 May 06	30
<b>Contract Security Classification Specification (DD Form 254) (revised) incorporated herein by reference. Upon request, the Contracting Officer will provide.</b>	<b>17 July 06</b>	<b>12</b>
Government Furnished Property List, attached hereto by reference.	Undated	
Government Furnished Material List, attached hereto by reference.	Undated	
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132

Department of Defense, Missile Defense Agency, Ballistic Missile Defense Systems (BMDS) Security Classification Guide (SCG). Upon request, the Contracting Officer will provide.		26 April 04		
Department of Defense Directive 5230.24, Distribution Statements on Technical Documents, incorporated herein by reference. Upon request, the Contracting Officer will provide.		18 Mar 87		
Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, incorporated herein by reference. Upon request, the Contracting Officer will provide.				