AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DX-A2

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2. CONTRACT (Proc. Inst. Ident.) NO.: W9113M-07-D-0003

3. EFFECTIVE DATE: 17 May 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.:

5. ISSUED BY — CODE W9113M

US ARMY SPACE & MISSILE DEFENSE COMMAND
[redacted]
PO BOX 1500
HUNTSVILLE AL 35807-3801

6. ADMINISTERED BY (If other than Item 5) — CODE S0107A

DCMA HUNTSVILLE
[redacted]
MARTIN ROAD
REDSTONE ARSENAL AL 35898-0001

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

DIGITAL FUSION SOLUTIONS INC
5030 BRADFORD DRIVE, [redacted]
HUNTSVILLE AL 35805-1935

CODE 1L4P0 — FACILITY CODE

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

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0338

DFAS-COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P.O. BOX 182264
COLUMBUS OH 43218-2264

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

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $118,703,488.06

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return1 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-0017-0003 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
[redacted]

19B. NAME OF CONTRACTOR

BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

BY [redacted]
(Signature of Contracting Officer)

20C. DATE SIGNED: 17-May-2007

Section B - Supplies or Services and Prices

GUARANTEED MINIMUM
The guaranteed minimum payment to the contractor under this contract will be [redacted] for the basic effort and [redacted] for the award term period, if awarded.

CONTRACT TYPE
This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with multiple pricing arrangements available for use in pricing individual task orders. It is anticipated that most task orders will be Fixed Price/Level of Effort (FP/LOE), Firm Fixed Price (FFP), or Cost-Reimbursable (CR) with cost-reimbursable ODCs. An Award Fee CLIN is available but may not be utilized on every task order. Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor. See Section H for task order procedures.

DIRECT PRODUCTIVE PERSON HOURS
(DPPHS) FOR TASK ORDERS:

a. The total number of Full-time Equivalents (FTEs) for this contract will be [redacted] FTEs include five (5) year base period and five (5) year award term period.

Base Year – [redacted]
Award Term – [redacted]

b. In the performance of the various Task Orders, which will be issued pursuant to the clause hereof titled TASK ORDER PROCEDURE, the contractor shall provide the specified number of DPPHs per each task order, and as agreed to in the corresponding task order management plan (T/OMP), as provided.

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

d. Prior to final payment on a Task Order, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total DPPHs as stated in each voucher; has completed all associated travel; has acquired all required materials; has provided the reports called for; has dispositioned all contractor-acquired and government-furnished property according to government direction; and that the effort performed and reports provided are considered satisfactory by the Government.

ITAC SUPPORT
INTEGRATED TEST AND ANALYSIS CONTRACT SUPPORT
The contractor will provide services and supplies, as defined in one or more fully executed task orders (T/Os), in accordance with PWS entitled "Integrated Test and Analysis Contract (ITAC)", incorporated herein as set forth in Section J hereof. Section B includes prenegotiated prime contractor and prenegotiated directed subcontractor

Fixed-Price Labor Rates, and Cost-Reimbursable Other Direct Costs (ODCs). ODCs are not fee-bearing, but allow for payment of indirect costs on a cost-type basis.

Each T/O shall be billed and paid in accordance with the prenegotiated fixed price per hour for each applicable labor category hour performed by the Contractor, as stated in Section B provision entitled, "PRENEGOTIATED LABOR RATES." Indirect rates applicable to ODCs shall be billed and paid for as incurred by the contractor at the rates provided in Section B provision entitled, 'PRENEGOTIATED LABOR RATES." If the T/O is Firm Fixed Price, the T/O shall be billed and paid in accordance with firm fixed price of the T/O.

TASK ORDER PRICING

The negotiated rates and profit/fee arrangements set forth in Section B shall be utilized to establish the total price of each task order issued under the contract. Following receipt of a request for a Task Order Management Plan (T/OMP) in accordance with the Section H provision entitled "TASK ORDER PROCEDURES," the contractor shall develop and submit a proposal, including a proposed price, in response to the request.

PRE-NEGOTIATED PROFIT ARRANGEMENTS:

Profit for each direct labor hour is included in the fixed-price direct labor rates set forth in Section B. In addition to profit, CLINs 0002 and 0006 are set-aside to allow award fee as an additional incentive. When developing your cost ensure that your overall incentive structure is reasonable.

There is no fee/profit applicable to other direct costs and associated indirect costs.

The award fee pool is applicable to all labor cost and is to be shared by the prime and each directed subcontractor. The prime contractor will determine the directed subcontractors' share of the pool, ordinarily according to percentage of hours worked (prime hours plus directed subcontractor hours versus number of directed subcontractor hours worked, etc.) However, if the prime determines that the directed subcontractor's performance did not rate their full share of the award fee, the prime has the right to lower the directed subcontractor's percentage of the fee. The prime will clearly document the rationale for the lower award fee percentage. The directed subcontractor whose percentage was lowered may provide to the government rationale as to why they believe the award fee in not fair-minded/reasonable. The prime makes the final determination but is expected to deal fairly with the directed subcontractors; the Government may consider the relationship between the prime and the directed subcontractors in its evaluation of award fee.

PRE-NEGOTIATED LABOR RATES

The parties agree that the fixed-price rates set forth in the attached Exhibit BO shall be utilized to establish task order (T/O) prices.

The fixed prices per DPPH are applicable for contract performance, as ordered by properly executed task orders hereunder.

(NOTE TO OFFEROR: Complete this provision in accordance with Section L – Special Instructions for Preparation of Proposal, L.4.4 Volume IV Cost, Section VI, Prime Direct Labor. These tables shall be completed and included in Volumbe I General.

Firm-fixed-priced T/Os will be issued at a total price. The price shall be arrived at by utilizing the appropriate prime contractor fixed-price direct labor (including profit) category rates, directed subcontractor fixed-price direct labor (including profit) and category rates in the attached Exhibit BO.

Fixed-Price labor with Cost-Reimbursable Other Direct Costs T/Os will be issued with a) a defined number of hours from specific labor categories using the fixed-price direct labor (including profit) rates and b) an estimated travel and material cost.

Note that the Exhibit BO labor rates are loaded through profit and are Calendar Year (CY) based.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		[redacted]	[redacted]	[redacted]	[redacted]
	ITAC Basic				
	FFP-LOE				
	Provide Supplies/Services outlined in the Scope of Work (SOW), "Integrated Test and Analysis Contract (ITAC)," as defined in fully executed Task Order (T/O).				
	FOB: Destination				

NET AMT	$48,248,533.52
CEILING PRICE	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			[redacted]		

Award Fee for Basic Contract

COST

Award Fee Determination Plan for services provided as outlined in the Scope of Work (SOW) for the BASIC and any/all Award Terms. The contractor's performance hereunder shall be evaluated every twelve (12) months in accordance with the document entitled, "Award Fee Plan," attached hereto, and Contract Clause, Award Fee, in Section B. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract and the appropriate task order (T/O) issued approximately forty-five (45) days following completion of each twelve (12) month period.

FOB: Destination

ESTIMATED COST [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			[redacted]		

Travel for Basic

COST

Travel as directed in the individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations and the DCAA approved Company Implemented Policy and Procedures. NO FEE ON THIS CLIN. This CLIN is valid during the five (5) year base period. NTE

FOB: Destination

ESTIMATED COST [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			[redacted]		
	Materials for Basic				
	COST				
	Materials as directed on individual travel orders. NO FEE ON THIS CLIN. This CLIN is valid for the five (5) year base period. NTE				
	FOB: Destination				
				ESTIMATED COST	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		[redacted]	[redacted]	[redacted]	[redacted]
	ITAC Award Term Period				
	FFP-LOE				
	Provide Supplies/Services outlined in the Scope of Work (SOW), "Integrated Test and Analysis Contract (ITAC)," as defined in fully executed Task Order (T/O).				
	FOB: Destination				

NET AMT	$57,995,469.54
CEILING PRICE	[redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			[redacted]		

Award Fee for Award Term Period

COST

Award Fee Determination Plan for services provided as outlined in the Scope of Work (SOW) for the BASIC and any/all Award Terms. The contractor's performance hereunder shall be evaluated every twelve (12) months in accordance with the document entitled, "Award Fee Plan," attached hereto, and Contract Clause, Award Fee, in Section B. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract and the appropriate task order (T/O) issued approximately forty-five (45) days following completion of each twelve (12) month period.

FOB: Destination

ESTIMATED COST [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			[redacted]		

Travel for Award Term Period

COST

Travel as directed in the individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations and the DCAA approved Company Implemented Policy and Procedures. NO FEE ON THIS CLIN. This CLIN is valid during the five (5) year award term period if awarded. NTE

FOB: Destination

ESTIMATED COST [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			[redacted]		

Materials for Award Term Period

COST

Materials as directed on individual travel orders. NO FEE ON THIS CLIN. This CLIN is valid for the five (5) year award term period if awarded. NTE

FOB: Destination

ESTIMATED COST [redacted]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					[redacted]

CDRLs for Basic and Award Term Periods
FFP
Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Items Numbers *001 through *009, incorporated herein and attached as set forth in Section J hereof. NOT SEPARATELY PRICED.
FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					[redacted]

Contractor Manpower Reporting

COST

Scope of Work (SOW), "Integrated Test and Analysis Contract," dated , paragraph 6.0, incorporated herein and attached set forth in Part III, Section J, hereof.

FOB: Destination

ESTIMATED COST $0.00

Section C - Descriptions and Specifications

SCOPE OF WORK

Integrated Test and Analysis Contract (ITAC)
SMDC-RD-ICM-14-06
20 May 2006

1.0 Introduction, Background and Contract Effort

1.1 The U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic Command (SMDC/ARSTRAT) in partnership with US Army Aviation and Missile Research, Development and Engineering Center (AMRDEC) requires an integration contractor team to plan, organize and coordinate operations/tests/analyses with comprehensive, widely distributed experimental weapons systems, or credible representations thereof, such as Ground Based Midcourse Missile Defense hardware/element labs, early warning radars, sea-based missile defense elements, mid and lower tier missile defense elements, or representative element simulations; and/or other equipment of interest, such as communications network hardware/simulation, command and control, and/or threat systems data. Combinations may include, but are not limited to items such as weapons system Hardware-in-the-Loop (HWIL) laboratories, Software-in-the-Loop (SWIL), detailed (up to and including detailed engineering level) modeling and simulation (M&S) products, trustworthy databases reflecting detailed weapon system operations, threat system representations and /or any other asset required, for integrated test and analysis experiments. Initial emphasis is expected by SMDC/ARSTRAT to be placed upon but not be limited to all varieties of missile defense operations (and related offensive operations) against threats in all phases of operational envelopes. Test and analysis experimental configurations are customer driven in accordance with directly stated objectives or derived from senior leadership expectations. To perform this scope of work (SOW), SMDC/ARSTRAT and the ITAC contractor shall seek out partnerships with DoD and other US Government organizations (and their lead contractor organizations) to obtain the requisite capabilities. Task orders will be issued by the SMDC/ARSTRAT to accomplish the ITAC requirements.

1.2 Several US Government supported efforts are expected to be integrated into the performance of this contract through the use of directed subcontractors to the ITAC prime contractor. The [redacted] developed by [redacted] is expected to be heavily leveraged with the ITAC tasks, but the scope of ITAC is more comprehensive than just existing (circa 2006) [redacted] operations. Likewise, the Ground Based Midcourse Missile Defense [redacted] capability developed by the [redacted] is expected to be leveraged along with the [redacted] resources and US Government supported contractor radar laboratories operated by the [redacted]. The center for these activities is expected to be the laboratories within Redstone Arsenal [redacted]. Other specific US Government locations/assets that may require connectivity for integration tasks include but are not limited to the Software Engineering Directorate, Advanced Research Center (ARC), SMDC/ARSTRAT Simulation Center, Ground Based Midcourse (GMD) and GMD Lead Systems Integrator Laboratories,

AEGIS BMD Labs at Moorestown and/or Dahlgren, PATRIOT Program hardware or labs, THAAD Program hardware or labs, Space Based Infrared Reconnaissance hardware or labs, Airborne Laser labs, etc..

1.2.1 To summarize, contractor ITAC integration tasks will revolve around but not be limited to the following core functions which may be either directly or indirectly performed in accordance with US Government task orders issued under the contract:

1.2.1.1 Program and task management.

1.2.1.2 Derive specific ITAC requirements from customer event definitions subject to U.S. Government approval.

1.2.1.3 Purchase hardware, software, network, and other material items to meet ITAC requirements. Assist Government personnel with preparing procurement documentation, such as Capability Requirements (CAPR) and Material Inspection and Receiving Report (DD250).

1.2.1.4 Integrate Geographically Distributed Customer Specified Assets into Acceptable Test and Analysis Event Configurations. Provide operational networks of HWIL, SWIL, communication linkages, etc. capable of providing sound analytical data.

1.2.1.5 Perform Functional and Qualification Testing.

1.2.1.6 Perform and/or Assist Customer Agents with Event Operations. This may include operation of all or portions of the test and analysis operations to collect analysis data sets for US Government.

1.2.1.7 Arrange for Data Collection, Storage, Processing (if required), and Delivery.
1.2.1.8 Assist Independent Verification, Validation, Accreditation, and Qualification Agents.

1.2.1.9 Assist Independent Configuration Management Agents.

1.3 Program and Task Management: SMDC/ARSTRAT will lead the US Government program management team for ITAC contractor activities in conjunction with AMRDEC management team members and other entities as deemed appropriate. The ITAC contractor will be managed by SMDC/ARSTRAT via a contract-level technical monitor (TM) and Task Order Monitors (T/OM) assigned to each specific customer task. The contractor shall collaborate with the T/OM to provide the vision, direction, plans and execution to increase the overall efficiency and effectiveness of the ITAC tasks. The general areas to be supported are set forth above in this SOW. These areas are not meant to be definitive, but rather represent in summary form, the general areas to be supported. Therefore, the SOW is deemed to be a basic expression of the overall contract requirement. Specific performance requirements will be set forth in the Task Orders issued under the contract. The contractor shall direct all customer requests to the TM and shall work with the TM to translate each request into a set

of management/technical requirements which will be delineated in a specific task order. Specific task orders will be issued for customer events as they are identified sufficiently for integration work to proceed. Should international participation occur as a customer requirement, the contractor shall establish all appropriate relationships (such as Technical Assistance Agreements (TAAs), etc.) required for mission accomplishment. The contractor shall support the SMDC/ARSTRAT ITAC capability by publicizing its potential to prospective users and other DoD programs. This activity may involve sending ITAC representatives to exhibits, symposiums, or conferences to present of exchange information required to meet ITAC requirements.

1.4 Derivation of Specific ITAC Requirements: SMDC/ARSTRAT customer events shall require the integration of diverse assets into acceptable event configurations with the goal of increasing customer confidence in the integrated operations thereof. Typical high level customer generated requirements documents must be evaluated for specific detailed event operational capability and specific data (and event collectable data items) to measure mission success. The ITAC contractor shall perform or assist with event (test, analysis, exercise, etc.) architecture definition and translation of top level requirements into clear event specific integration requirements. The ITAC contractor shall interface with other Government organizations, approved US Government international entities, weapons systems program offices, prime and other contractor representatives as required. The contractor shall establish working groups as required and approved by the T/OM to meet ITAC requirements. Working Groups shall include but not be limited to: Test Planning, Internal Configuration Control, Data Management, Technical Interface Management, Scenario, and Event working groups using Integrated Product Teams.

1.5 Purchase Task Enabling Hardware, Software, Network, or any other material items: When approved by the SMDC/ARSTRAT Contracting Officer (KO) and T/OM, the ITAC contractor shall purchase any hardware, software, networking, or any other material items necessary for successful customer task performance. The contractor shall maintain government-furnished property/government furnished equipment (GFP/GFE). The contractor shall track and identify the GFP/GFE as required to maintain complete accountability and perform disposition as needed. The contractor shall also assist Government personnel with procurement documentation as required, such as CAPRs and DD250s.

1.6 Integrate Geographically Distributed Customer Specified Assets into Acceptable Event Configurations: SMDC/ARSTRAT will issue implementation integration task orders to the ITAC contractor as customer requirements evolve to a reasonable level of maturity for work to begin. Customer-specified events shall be assembled utilizing existing US Government hardware (weapons system, networking, sensors, etc.), software (weapons system, support/analytical, etc.), simulations (up to and including detailed engineering level), trusted datasets (flight test, ground test, threat files, simulation datasets), etc. Targeted event-enabling improvements shall be made where technical shortfalls or analysis assistance is required. Integration activities shall result in acceptable configurations of hardware, software, simulation, networking, and all other necessary components required to satisfy customer

requirements. The ITAC contractor shall coordinate with each event-applicable organization, and execute (or assist with customer execution) integrated combined operations necessary to evaluate and/or validate system operational characteristics (e.g. adequate interoperability networks allow warfighter communications in timely fashion to assure U.S. force dominance in combined operations). Appropriate and representative networking functionality shall be planned, arranged and executed for partnership users in order to evaluate and/or validate new or evolving weapons systems within the integrated interoperable battlefield context. Suitable venues and components shall include but not be limited to: US Government laboratories, weapons system hardware contractor facilities, simulation centers (US Government or contractor), weapons system hardware (deployable or otherwise), official and unofficial test sites, weapons system program laboratories, contractor labs/facilities, and any other venues and/or components approved by the SMDC/ARSTRAT KO and T/OM. The SMDC/ARSTRAT customers will specify and approve the scope of evaluation test cases (including top level data collection requirements) and provide funding for preparation, integration testing, qualification testing, and conduct of test cases which result in an acceptable operational demonstration.

1.7 Perform Functional and Qualification Testing: The ITAC contractor shall perform and document functional and qualification testing necessary to assure reliable and accurate customer event completion as approved by the SMDC/ARSTRAT KO and T/OM.

1.8 Perform and/or Assist Customer Agents with Event Operations: The ITAC contractor shall either conduct event (for the record) test case exercises or assist in conducting exercises at the level and location required by the SMDC/ARSTRAT KO and T/OM.

1.9 Data Collection, Storage, Processing (if required), and Delivery: Event completion must result in the delivery of complete, convenient, and usable data in order for customer evaluation. The ITAC contractor shall assure that data products are produced or provided by others as an integral part of the event. Storage, processing (if required) and delivery to the customer shall be planned and executed as approved by the KO and T/OM.

1.10 Assist Independent Verification, Validation, Accreditation, and Qualification Agents: The ITAC contractor shall cooperatively supply documents, data, direct support and/or any other form of support necessary for the efficient and effective completion of independent Verification, Validation, Accreditation, and Qualification activities in accordance with direction of the T/OM.

1.11 Assist Independent Configuration Management Agents: The ITAC contractor shall cooperatively supply documents, data, direct support and/or any other form of support necessary for the efficient and effective completion of independent Configuration Management activities in accordance with direction of the T/OM.

2.0 Deliverable Software

2.1 Software development activities are required for contract performance. Developed software code, Commercial-Off-The-Shelf/Non-Developmental-Items; executable software; and documented architectures, objects, and software shall be produced, acquired, integrated and documented acceptably to retain the software design for re-use in a later potential systems acquisition. Network definition, integration activities and operations are required. Testing and evaluation activities shall be supported to meet ITAC requirements.

2.2 Software developed incidental to the performance of the contract shall be delivered to the Government as both source and executable code and shall be considered a "Special Work" pursuant to DFARs 252.227-7020, Rights in Special Works.

3.0 Contractor Capability Requirements

3.1 The contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual task orders issued during the period of performance) and be capable of providing flexible, responsive, and high quality support relating to the mission and functions of the SMDC/ARSTRAT in performance of customer specified events. The contractor's technical effort shall be under the direction of a Program Manager (PM).

3.2 The contractor shall ensure that adequate technical capability is available to provide responses to specific tasks based on a 40-hour work week. Due to currently undefinitized customer support requirements, the contractor should have the ability to provide qualified personnel to meet surge requirements. During certain events, the ITAC contractor may be required to support continuous operations for 24 hours per day/ 7 days a week until the event is completed. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the task orders as issued under this contract. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor unless approved by the KO and T/OM. Task priorities, short-notice suspenses, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements on all task orders.

3.3 The contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW, as directed by individual task orders. Typical TDY locations may include (but are not limited to): [redacted] The task orders shall specify expected authorized travel locations and the not-to-exceed (NTE) ceiling for the given effort. Travel to locations other than those specified in the task order requires the prior written approval (email is acceptable) of the KO and T/OM.

4.0 Security Requirements

4.1 The contractor shall continually demonstrate to SMDC/ARSTRAT that it is properly certified to handle and process classified data and that it can meet all security requirements to continue successful operations. Secure operations will be assured to include, but not be

limited to, (a) receipt, processing, and distributing data up to TOP SECRET (b) providing personnel for the security of the data and information at the cleared facilities and implementing physical, procedural and software security measures, (c) exercising visitor control, and (d) ensuring the physical security at cleared facilities, including securing the facilities and equipment from unauthorized access at all times. The contractor shall follow all DOD and Department of Army (DA) security guidelines and directives to ensure compliance and protection of data holdings. The contractor shall develop an OPSEC for their facility or follow OPSEC plans at government provided facilities. The contractor shall produce and maintain an updated list of their comprehensive classified data holdings.

4.2 The contractor shall operate in both contractor and government-provided facilities. Potential government facilities include: the AMRDEC laboratories located in Redstone Arsenal [redacted], SMDC/ARSTRAT located in Redstone Arsenal [redacted], Software Engineering Directorate located at Redstone Arsenal, etc.

4.3 Most of the effort above Secrete classification level will be conducted within government provided facilities. To support those efforts, the contractor shall assure that adequate numbers of employees are cleared to Top Secret security clearance level, when needed for task order execution. The contractor shall submit a complete clearance package to the KO and T/OM within ten (10) working days of identification of any increased security requirements. The contractor will often require access to Communications Security (COMSEC) information, Restricted Data (RD), Formerly Restricted Data (FRD), Foreign Government Information (FGI), and For Official Use Only (FOUO) information. The contractor will require access to Security/Program classification guide(s) (SCG) and Secret Internet Protocol Router Network (SIPRNET).

5.0 Potential Facility Relocation

5.1 During the period of this contract, it is anticipated that the ITAC centralized operations may be moved into government-owned facilities located on Redstone Arsenal. The contractor shall provide preparation, coordination, and implementation of plans for relocating existing ITAC equipment, information systems, data, databases, and documents into a government facility pursuant to issuance of a task order. In order to insure uninterrupted service, a transition period will be required to relocate the GFP/GFE, contractor and government support personnel, implement security requirements, re-host external and internal networks, and reestablish overall ITAC operational status. Minimal downtime during relocation is critical.

6.0 Manpower Reporting

6.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format

using the following web address: HYPERLINK [redacted]. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

APPENDIX A TO THE SCOPE OF WORK

ACRONYMS

ACRN	Accounting Classification Reference Number
ADP	Automated Data Processing
AMRDEC	US Army Aviation and Missile Research, Development and Engineering Center
ARC	Advanced Research Center
BMDS	Ballistic Missile Defense System
CAPR	Capabilities Requirements
CDRL	Contract Data Requirements List
CNWDI	Critical Nuclear Weapon Design Information
COMSEC	Communications Security
COTS	Commercial off the Shelf
DA	Department of Army
DITSCAP	Department of Defense Information Technology Security Certification and Accreditation Process
DOD	Department of Defense
DPPHs	Direct Productive Person Hours
FGI	Foreign Government Information
FOUO	For Official Use Only
FRD	Formerly Restricted Data
FMER	Funds and Man Hours Expenditures Report
GFE	Government-furnished Equipment
GFP	Government-furnished Property
GMD	Ground Based Midcourse
GOTS	Government off the Shelf
IT	Information Technology
HA TER	Headquarters Test Resources Directorate
ICD	Interface Control Document
KO	Contracting Officer
MDA	Missile Defense Agency
NATO	North Atlantic Treaty Organization
NDI	Non-Developmental Item
NTK	Need To Know
OPSEC	Operational Security
PAO	Public Affairs Office
PM	Program Manager
RD	Restricted Data
SCG	Security Classification Guide
SCI	Sensitive Compartmented Information
SDP	Software Development Plan

SIPRNET	Security Internet Protocol Router Network
SOW	Statement of Work
TAAs	Technical Assistance Agreements
T&E	Test and Evaluation
T/O	Task Order
T/OM	Task Order Monitor
T/OMP	Task Order Management Plan
TM	Technical Monitor
TDY	Temporary Duty
SMDC/ARSTRAT	U.S. Army Space and Missile Defense Command

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated every twelve (12) months in accordance with the document entitled "Award Fee Determination Plan," attached hereto. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately forty-five (45) days following completion of each twelve (12) month period.

b. Fee determinations by the Award Fee Determining Official are unilateral decisions made solely at the discretion of the Government.

c. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

AWARD FEE PERIOD	AWARD FEE AVAILABLE	AWARD FEE EARNED	AWARD FEE NOT EARNED REMOVED FROM CONTRACT
First	$ *	$ *	$ *
Second	$ *	$ *	$ *
Third	$ *	$ *	$ *
Fourth	$ *	$ *	$ *
Fifth	$ *	$ *	$ *
Sixth	$ *	$ *	$ *
Seventh	$ *	$ *	$ *
Eighth	$ *	$ *	$ *
Ninth	$ *	$ *	$ *
**Tenth	$ *	$ *	$ *

d. At the end of each bi-weekly billing period, the contractor may provisionally bill the Government for percent [redacted] of the maximum award fee available during the period. Following the award fee determination for the period, the Government will modify the contract to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

CLINs 0001, 0002, 0003 and 0004: The ordering period will be sixty (60) months after the effective date of the contract.

CLINs 0005, 0006, 0007, and 0008: The ordering period if awarded will be sixty (60) months after the effective date of the modification awarding the award term period.

CLINs 0009 and 0010 shall be utilized for delivery of all data items and manpower reporting and shall have the same period of performance as the overall contract, including any award term periods.

Each task order issued pursuant to the clause herein titled "Task Order Procedure" will specify the period of performance applicable hereto. However, in no event shall the period of performance of any task order exceed beyond the period of performance of the contract.

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Procuring Contracting Officer one (1) copy of a monthly listing of all transmittal letters submitting required data to the offices shown in Block 14 of the DD Form 1423, including requirements delivered to the various task order monitors under the task orders issued under this contract.

b. Acceptance by the Government of all items delivered hereunder shall be at destination.

c. Electronic media, including email, shall be utilized to the maximum extend practical. The software and report formats utilized shall be in accordance with the current Command standard.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. Vouchers under this contract will be submitted on a task order basis. Each voucher should identify the contract number and task order number. Funds will be obligated by individual task orders.

b. 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.

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

d. 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.

e. The paying office shall pay each task order by ACRN as indicated on each voucher.

f. 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.

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of SF Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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:	[redacted]	
ORGANIZATION CODE:	[redacted]	
TELEPHONE NUMBERS: COMMERCIAL:	[redacted]	
DEFENSE SWITCHED NETWORK (DSN):	[redacted]	
EMAIL:	[redacted]	

Section H - Special Contract Requirements

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 rehost the software on a different computer, to permit access by support contractors, and to permit the government to transfer the license to another contractor.

UNIQUE ITEM IDENTIFICATION

As of 1 January 2004, all DoD contracts are required to include a clause mandating the barcoding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement, prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003 is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at [redacted]

ORGANIZATIONAL CONFLICT
OF INTEREST

a. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract includes advisory and assistance services, systems engineering expertise required to integrate Hardware-in-the-Loop (HWIL) and Software-in-the-Loop (SWIL) facilities that are government/contractor owned and operated at geographically distributed locations.. The ITAC contractor will require access to the HWIL and SWIL contractor's proprietary information to design and develop hardware/software, networks, and communications interfaces for missile defense sensors, interceptors and controllers. The ITAC contractor will also require access to proprietary information in order to conduct verification, validation and accreditation of test results. Consequently, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. It is the intention of the parties that the contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the contractor agrees that it will seek the prior written approval of both the ITAC Contracting Officer and the Contracting Officer on the other acquisition before participating in other Government contracts, including any U.S. Army Space and Missile Defense Command/Army Forces Strategic Command (SMDC/ARSTRAT) or Missile Defense Agency (MDA) contract as a contractor, subcontractor, or consultant to provide material, equipment or services. The Prime contractor will be subject to this restriction, except as a source for any competitive follow-on acquisitions for the Integrated Test and Analysis

Contract (ITAC) or on a sole-source basis under other prime contracts with the Government. The ITAC Contracting Officer will consider the requests for written approval on a case-by-case basis. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for one (1) year thereafter. Participation in any acquisition described above, without express written approval from the ITAC Contracting Officer may be grounds for termination of the ITAC contract. The government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

b. The integration tasks implicit in this effort are such that the use of "Directed Subcontractors" is required for performance of this contract. Specifically, [redacted] will each provide resource capabilities that shall be integrated, in various combinations, with each other, and with various other Government or contractor-owned capabilities. The integration tasks of the Prime contractor involve technical evaluation and reviews of each Directed Subcontractor's resources in order to determine the optimal event configuration for each task. To avoid any instances of bias related to self-evaluation (as identified herein and in the "Organizational Conflicts of Interest Regarding Previously-Supplied Products" clause in Section H), each Directed Subcontractor is precluded from participating as a member of the Prime team. It is anticipated that additional contractor-owned resource capabilities will be required throughout the performance of this contract. As such, other Directed Subcontractors will be identified in the contract when required. Any original or subsequently added member of the Prime team that is later identified as a Directed Subcontractor shall cease any and all other activities under this contract.

c. ITAC activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information. Contractors, including the directed subcontractors, will notify the contracting officer if an organizational conflict of interest issue is discovered.

d. Whenever performance of this contract requires access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

e. In addition, the contractor shall inculcate upon its employees, through appropriate means (such as formal training and promulgation of company policies and procedures) the principles of FAR Subpart 9.5. Such inculcation shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

f. The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

g. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as

may be available under law. If in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.

h. The contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statements of work in the subcontractor's given task orders. The subcontractor shall not participate in any USASMDC/ARSTRATpr MDA contract in the applicable technical area(s) without written approval of the ITAC Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for one (1) year thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the ITAC OCI Clause restrictions outlined above. Notwithstanding the foregoing, the provisions of paragraphs (a), (f) and (g) of this clause as well as the subcontract restrictions set forth in this paragraph (h) shall not apply to subcontracts awarded to Directed Subcontractors.

DIRECTED SUBCONTRACTORS

a. Based on technical requirement, the Government is directing the prime contractor to utilize the following specific subcontractors in the performance of all or a portion of a given task order (T/O):

[redacted]

The Government may direct the use of other subcontractors during the performance of this contract.

b. Such direction shall not affect the fixed prices stated in this contract, nor shall it be deemed to affect the privity of contract between the prime and subcontractor. Neither shall such direction be deemed to constitute personal services.

GOVERNMENT-CONTRACTOR RELATIONSHIPS:

a. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

(2) be placed in a staff or policy making position;

(3) be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) be used in administration or supervision of military procurement activities.

b. Employee relationship. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

c. All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

CONTRACTOR WORKFORCE RESPONSIBILITY:

In performing task orders under this contract, the contractor shall use only fully trained, experienced, and technically proficient personnel. Training of contractor personnel will be performed by the contractor at his expense except when the Contracting Officer has given prior approval for training to meet the requirements that are specifically peculiar to a particular task. Training at government expense will not be authorized as a direct charge to the Government unless specifically authorized by the contracting officer. These requests will be sent to the contracting officer not less than fourteen (14) calendar days prior to the event.

OTHER DIRECT COSTS-TRAVEL

The following guidelines shall be utilized by the contractor in developing Task Order Management Plans and shall be utilized by both contractor and the Contracting Officer in establishing the amount of other direct costs for travel under task orders:

Cost for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

i. Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

ii. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

iii. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Only actual transportation fare via the most direct routes (non-first class) between place of origin and destination is reasonable. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) are not reasonable. Per diem is reasonable only when paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used.

Per diem shall be limited to payments to employees for authorized per diem, as described above, and is not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

It is not reasonable to pay for travel for contractor personnel performing services at the contractor's home facility or at any location within a 50-mile driving radius of the contractor's home facility.

The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

USE OF NON US CITIZENS

a. Prior approval to use non-U.S. citizens on this contract must be obtained from the USASMDC Contracting Officer and USASMDC Foreign Disclosure Officer (FDO).

b. When requesting approval for a non-U.S. citizen to be granted access to the contract, the application shall include the individual's full name, date and place of birth, social security account number, and official status within the U.S.

c. If approval is granted, U.S. Export Laws still apply and the contractor must obtain required export licenses.

d. The contractor is not authorized to release any data to foreign nationals or foreign representatives without an approved export license. Subcontracting with foreign industry is not allowed under this contract.

e. The contractor is not authorized to release information, orally, visually, or documentary to anyone not associated with this contract.

ENVIRONMENTAL

The contractor agrees to the following:

a. All activities performed under this contract shall be conducted in accordance with Federal, State, and local environmental laws and regulations.

b. Any facility to be used in the performance of this contract shall be in compliance with all Federal, State, and local environmental laws and regulations for its intended use.

GOVERNMENT FURNISHED

FACILITIES

a. The government will provide basic support work areas at the following government facilities:

Redstone Arsenal, [redacted], Von Braun Complex
Redstone Arsenal, [redacted], Missile Research, Development, and Engineering Center
Advanced Research Center, [redacted] Advanced Research Center, [redacted]
[redacted]Huntsville, AL 35806

# of personnel in each facility - TBD

b. The government will provide office furnishings for use by contractor personnel in the facilities identified above. The government may also provide government furnished equipment (GFE) as listed in individual task orders.

TASK ORDER PROCEDURES

a. Subsequent to award of the basic Indefinite Delivery/Indefinite Quantity (ID/IQ) contract, requests for Task Order Management Plan (T/OMP) proposals will be issued. All task orders are subject to the terms and conditions of the basic contract. In the event of a conflict between a T/O and the basic contract, the basic contract will take precedence.

b. Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. The contractor shall incur costs under this contract only in performance of task orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD Form 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the Contracting Officer.

c. Except for changes identified as such in writing and signed by the Contracting Officer, the contractor shall notify the Contracting Officer in writing, within twenty-four hours from the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions.

d. In response to each request for a T/OMP, the contractor shall submit a T/OMP electronically to both the PCO and the Contracting Officer's Representative within seven calendar days after receiving the request. The contractor shall concentrate the T/OMP narrative on the approach and rationale supporting the approach. The T/OMP shall provide the contractor's detailed approach to accomplishing the requirements of the task, as well as the proposed breakout of labor hours by labor category and by month for the overall period of performance of the T/O.

The contractor shall identify the following:

ASSUMPTIONS/ ISSUES/IMPACTS
TECHNICAL PROJECT APPROACH
GOVERNMENT FURNISHED EQUIPMENT (GFE) REQUIRED
ORGANIZATIONAL STRUCTURE
KEY PERSONNEL (Resumes shall be submitted if requested.)
SCHEDULES
DELIVERABLES
SECURITY
TASK ORDER HOURS AND COST DATA

e. The pricing arrangements which are set forth in the provision entitled "PRENEGOTIATED LABOR RATES," shall be utilized in pricing all T/Os under this contract. Upon receipt of a request for a Task Order Management Plan (T/OMP), the Contractor shall utilize these arrangements to develop the T/OMP.

f. The T/O issued by the Contracting Officer to the contractor will include, as a minimum, (i) a detailed description of the task/subtasks to be performed; (ii) all deliverable items; (iii) the period of performance; (iv) listing of any government-furnished property to be provided/utilized; and (v) approved ODCs.

g. The T/Os will be issued on a DD Form 1155, Order for Supplies or Services, and shall be numbered and in the format specified and provided by the Government. A modification to a T/O will be issued on a Standard Form 30 Amendment of Solicitation/Modification of Contract and will be identified by a numeric designation following the T/O number indicating the revision sequence (e.g., the first modification to T/O #0001 will read as 0001-01).

h. All costs associated with proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge.

i. If the government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within three calendar days of receipt of the government's request. The government's request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance of the task order, unless such information has already been provided to the contractor via a government request for a task order proposal.

AWARD TERM INCENTIVE

a. The contractor may earn an extension to the contract period of performance on the basis of overall performance as evaluated by the government during the evaluation period and in accordance with the contract "Award-Term Plan" incorporated herein and attached as set forth in Section J.

b. Award-Term: The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for exceptional performance.

c. Period of Performance: The contract "base" period of performance of five (5) years may be extended for one five (5) year "award'term" increment based on overall exceptional contract performance under this contract. In no event will this contract be extended beyond a ten (10) year period of performance. In no event shall the period of performance of any technical directive extend beyond the period of performance of the contract.

d. Award-Term Plan: The award-term plan will provide for evaluation of the contractor's overall contract performance. The award term plan will serve as the basis for any award term decisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The award-term determination and the methodology for determining the award-term are unilateral decisions made solely at the discretion of the government.

e. Award-Term Plan Modifications: The award-term plan may be unilaterally revised by the government and re-issued to the contractor prior to the beginning of an evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

f. Award-Term Administration: The evaluation period, will commence at the beginning of month one and will conclude at the end of month forty-eight (48). Interim evaluations charting the contractor's performance and highlighting areas of government concern shall be conducted at six (6) month intervals during the contract beginning at contract award. Interim evaluations will not count for award-term extensions and will be issued at six (6) months, twelve (12) months, eighteen (18) months, thirty (30) months and forty-two (42) months. Unscheduled interim evaluations may be issued at any time during the performance period at the discretion of the contracting officer. The award-term extension is based ONLY on the final score received during the evaluation period. The award-term extensions are conditioned upon (1) a continuing agency need for the contract services, (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor as defined in FAR 9.1.

g. Award-Term Decisions: The contractor's final average numerical score must be 70 points or above to be awarded an award term period.

h. Award-Terms Not Earned: If the contractor has failed to earn an award-term by the end of the first evaluation period, the award-term incentive provisions of this contract are void and the contract will end at the conclusion of

month sixty (60). The voiding or cancellation of any award-term incentive for any reason stated in this clause shall not be considered either a termination for convenience or a termination for default and shall not entitle the contractor to an equitable adjustment or any other compensation.

i. Review Process: The contractor may request an internal review of an annual award-term decision. The request shall be submitted in writing to the contracting officer within 15 days after notification of the award-term decision. The Award Term Determining Official (ATDO) will conduct any award-term decision reviews. Decisions by the ATDO are considered "Final".

j. Notwithstanding the provisions of this clause, the government retains the right to terminate this contract for convenience or default in accordance with the termination clauses of this contract.

ASSOCIATE CONTRACTOR AGREEMENT:

a. The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation of the contractor and directed subcontractors in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the ITAC program which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in (h) below.
b. ACAs shall include the following general information:
(1) Identify the associate contractors and their relationships.
(2) Identify the program involved and the relevant Government contracts of the associate contractors.
(3) Describe the associate contractor interfaces by general subject matter.
(4) Specify the categories of information to be exchanged or support to be provided.
(5) Include the expiration date (or event) of the ACA.
(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.
(d) Nothing in the foregoing shall affect compliance with the requirements of the clause "Organizational Conflict of Interest".
(e) The ACA shall include a documented process to deal with disputes or disagreements between the associate contractors. If, after exercising the dispute process, the dispute/disagreement has not been resolved, the contractor may request the Government to adjudicate the issue. To settle the dispute/disagreement, the Government will require each prime contractor to fulfill its responsibility under the applicable prime contract or, if the issue cannot be resolved by such contract enforcement, the Government will issue direction it deems appropriate under one or both prime contracts. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor, unless Government direction necessary to resolve the disagreement so warrants.
(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.
(h) The following contractors are associate contractors with whom agreements are required:

Contractor	Program/Contract

[redacted]

AWARD FEE

It is anticipated that some task orders will be negotiated utilizing a level of effort cost plus award fee arrangement. An award fee plan will be negotiated for each individual task order, when applicable. The following provides general information governing award fee plans:

a. The contractor's performance hereunder shall be evaluated in accordance with criteria as negotiated by individual task orders. Award fee earned by the contractor, as determined by the Award Fee Determining Official (AFDO) , will be awarded by execution of a unilateral modifiation to the task order issued approximately forty-five (45) days following completion of the task order award fee period.

b. Fee determinations by the Award Fee Determining Official are unilateral decisions made solely at the discretion of the Government.

c. At the end of each billing period, the contractor may provisionally bill the Government according to the Invoicing clause in Section G hereof. Following the award fee determination for the period, the Government will modify the task order to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments. Unless there is fee left after the last period, in which case, immediate refund will be made to the government.

OCI REGARDING PREVIOUSLY SUPPLIED PRODUCTS

a. A potential exists for the prime contractor, or one of the subcontractors, for this effort to become involved with work under a Task Order (T/O) that raises the potential for a violation of the Organizational Conflict of Interest rule defined by FAR 9.505-3(a), namely the appearance of bias related to self-assessment. Such would include technical evaluations and reviews to assess the design and/or configuration of products that such firm (or an affiliate) has previously delivered under a Government contract.

b. The contractor shall actively assist the command to avoid such situations by adopting a practice (at the prime and subcontractor levels) of carefully screening all T/Os and technical direction received to identify any performance element that involves a self-evaluation conflict.

c. The contractor shall promptly notify the Contracting Officer, in writing, of the element of any conflict discovered, and shall also refrain from undertaking the effort in question pending further direction from the Contracting Officer. This notice may propose an alternate performer, who must be an entity that is independent from the entity with the conflict. If approved by the Contracting Officer, such alternate shall be utilized and the resulting work product shall be delivered directly to the Government to ensure that a truly unbiased evaluation has been provided.

CLAUSES INCORPORATED BY REFERENCE

52.234-4	Earned Value Management System	JUL 2006

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 F - Further dissemination only as directed by [redacted] or higher DOD authority.

(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:

NAME	POSITION
[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.)

Continuation of DoD Contractor Services At Government Facilities Within CONUS

1. Contractor personnel who normally provide services at government facilities and who are designated as emergency personnel by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract, during periods of crisis situations.

2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Task Order Monitor/Technical Monitor and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract/Task Order may be worked at varying times and locations as long as such is consistent with the Government's requirement and will have no negative impact on the quality of the effort to be performed. The Task Order/Technical Monitor shall immediately seek approval of the Contracting Officer of any such agreement.

3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:

a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.

b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.

c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.

d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.

4. For Task Orders performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the Task Order, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the Task Order.

5. When required in emergency/crisis situations, the contractor shall report daily to the Technical Monitor the status and location of all DoD contractor employees. The Technical Monitor shall relay such information to the Contracting Officer.

6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

EXPORT CONTROL:

a. The technology involved is believed to be export controlled and the contractor is responsible for complying with all Export Control laws and regulations. This includes the disclosure or transfer of technical data to a foreign person (including employees) in the U.S.. For additional information, see [redacted] the Foreign National Employment Licensing Guidelines

[redacted]; [redacted]; and the Guidelines for
Preparing Export License Applications Involving Foreign Nationals
[redacted].

b. The contractor shall furnish the Contracting Officer evidence of compliance with (or exemption from) the Foreign National Employment Licensing Guidelines or the Guidelines for Preparing Export License Applications Involving Foreign Nationals prior to any foreign national being given access to export controlled technology.

MANPOWER REPORTING: The Office of the Assistant Secretary of the Army [redacted] operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: [redacted]. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors; (7) Total payments (including sub-contractors): (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment of contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. 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. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

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.

[redacted]

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
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
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
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
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
52.216-11	Cost Contract--No Fee	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
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
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-1	State and Local Taxes	APR 1984
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
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
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
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
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-1	Property Records	APR 1984
52.245-2 Alt I (Dev)	Government Property (Fixed-Price Contracts) (May 2004) Alternate I Deviation	APR 1984
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	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
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
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
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2006
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
252.227-7015	Technical Data--Commercial Items	NOV 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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
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
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
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
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 17 May 2007 through 2017.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [redacted] the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of [redacted].

(2) Any order for a combination of items in excess of [redacted], or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 17 May 2008.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
[redacted]

To locate the nearest NLRB office, see NLRB's website at [redacted].

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, [redacted], Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at [redacted]; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer will make an equitable adjustment in any one or more of the following and will modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment will be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

(End of clause)

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):

[redacted]

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [redacted].

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [redacted].

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is [redacted] or more; and

(ii) The following items for which the Government's unit acquisition cost is less than [redacted]:

Contract line, subline, or exhibit line item No.	Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number -- ----.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at [redacted]; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number.**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [redacted].

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)

(a) In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that has been recognized by the cognizant Administrative Contracting Officer (ACO) as complying with the criteria provided in DoDI 5000.2, Operation of the Defense Acquisition System.

(b) If, at the time of award, the Contractor's EVMS has not been recognized by the cognizant ACO as complying with EVMS criteria (or the Contractor does not have an existing cost/schedule control system that has been accepted by the Department of Defense), the Contractor shall apply the system to the contract and shall be prepared to demonstrate to the ACO that the EVMS complies with the EVMS criteria referenced in paragraph (a) of this clause.

(c) The Government may require integrated baseline reviews. Such reviews shall be scheduled as early as practicable and should be conducted within 180 calendar days after (1) contract award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(d) Unless a waiver is granted by the ACO, Contractor-proposed EVMS changes require approval of the ACO prior to implementation. The ACO shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the ACO, the Contractor shall disclose EVMS changes to the ACO at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the ACO or duly authorized representative. Access is to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the criteria referenced in paragraph (a) of this clause.

(f) The Contractor shall require the following subcontractors to comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors selected for application of EVMS criteria in accordance with 252.242-7001(c).)

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	# OF PAGES
Statement of Work, [redacted], "Integrated test and Analysis Contract (ITAC)	20 May 06	11
DD Form 254, Contract Security Classification Specification	15 May 06	7
DD Form 1423, Contract Data Requirements List	Undated	9
Award Term Incentive Plan	11 Oct 06	7
U.S Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by Reference.	03 Jul 89	32

The contractor's certification and representations submitted in Response to RFP W9113M-06-R-0017 are incorporated by reference.