

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DX-A2	PAGE OF PAGES 1 68		
2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-02-C-0074		3. EFFECTIVE DATE 05 Sep 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.				
5. ISSUED BY US ARMY SPACE AND MISSILE DEFENSE COMMAN [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) KWAJALEIN RANGE SERVICES, LLC 4975 BRADFORD DR., SUITE 300 HUNTSVILLE AL 35807-1927				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM		
CODE 1YSL6		FACILITY CODE						
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$626,377,837.00		
16. TABLE OF CONTENTS								
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		20	X	J	LIST OF ATTACHMENTS	67
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X	E	INSPECTION AND ACCEPTANCE		22		K	REPRESENTATIONS, CERTIFICATIONS AND	
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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 return 1 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 DASG60-01-R-0002-0003				
				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] CONTRACTING OFFICER				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA [REDACTED]		20C. DATE SIGNED 25-Sep-2002		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)				

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LOGISTICS SUPPORT CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	LOGISTICS SUPPORT PHASE-IN EFFORT CPAF - Phase-in of Contract in accordance with the contractor's Phase-In Plan, from date of award to 31 DEC 02.				

	ESTIMATED COST	
	BASE FEE	
	SUBTOTAL EST COST + BASE	\$9,405,656.00
	MAX AWARD FEE	\$381,500.00
	TOTAL EST COST + FEE	\$9,787,156.00
ACRN AA Funded Amount		\$1,650,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	LOGISTICS SUPPORT BASIC EFFORT				
	CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				
				ESTIMATED COST	[REDACTED]
				BASE FEE	[REDACTED]
				SUBTOTAL EST COST + BASE	\$290,929,875.00
				MAX AWARD FEE	\$8,385,744.00
				TOTAL EST COST + FEE	\$299,315,619.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	MATERIALS and EQUIPMENT				
	COST - Materials and equipment - NON-FEE BEARING				
				ESTIMATED COST	[REDACTED]
				ACRN AB Funded Amount	\$30,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	LOGISTICS SUPPORT CONTRACT DATA REQUIREMENTS LIST				
	- Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, CDRLS AP01 through AP34 (less AP29, AP30, and AP31), AF01 through AF13, AS01 through AS02, AA01 through AA12, AM01 through AM03, and AX01 through AX05, incorporated herein and attached as set forth in Section J hereof.				
					NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					NSP

INTEGRATED RANGE ENGINEERING

CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA					

IRE PHASE-IN EFFORT

CPAF - Phase-In of Contract in accordance with the contractor's Phase-In Plan from date of award to 31 DEC 02.

ESTIMATED COST

BASE FEE

\$1,159,935.00

SUBTOTAL EST COST + BASE

MAX AWARD FEE

\$87,853.00

TOTAL EST COST + FEE

\$1,247,788.00

ACRN AC Funded Amount

\$320,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB					

IRE - BASIC EFFORT

CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

ESTIMATED COST

BASE FEE

\$101,313,514.00

SUBTOTAL EST COST + BASE

MAX AWARD FEE

\$7,465,319.00

TOTAL EST COST + FEE

\$108,778,833.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	IRE CONTRACT DATA REQUIREMENTS LIST - Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, CDRLs AP01 through AP34 (less AP06, AP07, AP08, AP21, AP22, AP33, and AP34), and Exhibit B, CDRLs AR01 through AR33, incorporated herein and attached as set forth in Section J hereof.				NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	LOGISTICS SUPPORT - OPTION CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	LOGISTICS SUPPORT - OPTION CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$148,730,632.00
MAX AWARD FEE	\$3,829,304.00
TOTAL EST COST + FEE	\$152,559,936.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	MATERIALS and EQUIPMENT - OPTION				
	COST - Materials and Equipment - NON-FEE BEARING				

ESTIMATED COST	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	INTEGRATED RANGE ENGINEERING - OPTION				
	CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$54,469,296.00
MAX AWARD FEE	\$4,010,259.00
TOTAL EST COST + FEE	\$58,479,555.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	LOGISTICS SUPPORT - AWARD TERM 1				
	CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, "Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007AA

LOGISTICS SUPPORT - AWARD TERM 1
 CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

	ESTIMATED COST		
	BASE FEE		
	SUBTOTAL EST COST + BASE		\$156,235,554.00
	MAX AWARD FEE		\$3,998,762.00
	TOTAL EST COST + FEE		\$160,234,316.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007AB

MATERIALS and EQUIPMENT - AWARD TERM 1
 COST - Materials and Equipment - NON-FEE BEARING

	ESTIMATED COST		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008

INTEGRATED RANGE ENGINEERING - AWARD TERM 1
 CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

	ESTIMATED COST		
	BASE FEE		
	SUBTOTAL EST COST + BASE		\$58,067,339.00
	MAX AWARD FEE		\$4,276,709.00
	TOTAL EST COST + FEE		\$62,344,048.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	LOGISTICS SUPPORT - AWARD TERM 2				
	CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AA	LOGISTICS SUPPORT - AWARD TERM 2				
	CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services", dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$165,264,370.00
MAX AWARD FEE	\$4,215,100.00
TOTAL EST COST + FEE	\$169,479,470.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009AB	MATERIALS and EQUIPMENT - AWARD TERM 2				
	COST - Materials and Equipment - NON-FEE BEARING				

ESTIMATED COST	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0010

INTEGRATED RANGE ENGINEERING - AWARD TERM 2
 CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$62,246,580.00
MAX AWARD FEE	\$4,586,805.00
TOTAL EST COST + FEE	\$66,833,385.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0011

LOGISTICS SUPPORT - AWARD TERM 3
 CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0011AA

LOGISTICS SUPPORT - AWARD TERM 3

CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

	ESTIMATED COST		
	BASE FEE		
	SUBTOTAL EST COST + BASE		\$174,882,989.00
	MAX AWARD FEE		\$4,442,946.00
	TOTAL EST COST + FEE		\$179,325,935.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0011AB

MATERIALS and EQUIPMENT - AWARD TERM 3

COST - Materials and Equipment - NON-FEE BEARING

	ESTIMATED COST		
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0012

INTEGRATED RANGE ENGINEERING - AWARD TERM 3

CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

	ESTIMATED COST		
	BASE FEE		
	SUBTOTAL EST COST + BASE		\$66,528,048.00
	MAX AWARD FEE		\$4,903,812.00
	TOTAL EST COST + FEE		\$71,431,860.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	LOGISTICS SUPPORT - AWARD TERM 4 CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	LOGISTICS SUPPORT - AWARD TERM 4 CPAF - PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) an Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$280,951,079.00
MAX AWARD FEE	\$7,120,675.00
TOTAL EST COST + FEE	\$288,071,754.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AB	MATERIALS and EQUIPMENT - AWARD TERM 4 COST - Materials and Equipment - NON-FEE BEARING				

ESTIMATED COST	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0014 INTEGRATED RANGE ENGINEERING - AWARD TERM 4
 CPAF - PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

	ESTIMATED COST	
	BASE FEE	[REDACTED]
	SUBTOTAL EST COST + BASE	\$108,865,682.00
	MAX AWARD FEE	\$8,031,020.00
	TOTAL EST COST + FEE	\$116,896,702.00

CLAUSES INCORPORATED BY FULL TEXT

ESTIMATED COST, MAXIMUM AWARD FEE, AND TOTAL AMOUNT FOR CLINS 0001 AND 0003; OPTION CLINS 0005 AND 0006; AWARD TERM 1 CLINS 0007 AND 0008; AWARD TERM 2 CLINS 0009 AND 0010; AWARD TERM 3 CLINS 0011 AND 0012; AND AWARD TERM 4 CLINS 0013 AND 0014;

a. LOGISTICS PHASE-IN EFFORT (CLINs 0001AA and 0002):

(1) Estimated cost, exclusive of fee:	[REDACTED]
(2) Base Fee:	[REDACTED]
(3) Maximum award fee:	\$ 381,500
(4) Total estimated cost, base fee, and maximum award fee:	\$9,787,156

b. LOGISTICS BASIC EFFORT (CLINs 0001AB and 0002):

(1) Estimated cost, exclusive of fee:	[REDACTED]
(2) Less Cash Reimbursables:	(\$120,000,000)
(3) Estimated cost, less cash reimbursables and fee:	[REDACTED]
(4) Base Fee:	[REDACTED]
(5) Maximum award fee:	\$ 8,385,744
(6) Total estimated cost, base fee, and maximum award fee:	\$179,315,619

c. LOGISTICS BASIC (CLIN 0001AC) MATERIALS AND EQUIPMENT:

Estimated Cost:

**d. IRE PHASE-IN EFFORT (CLINs 0003AA and 0004):**

(1) Estimated cost, exclusive of fee:



(2) Base Fee:

(3) Maximum award fee:

\$ 87,853

(4) Total estimated cost, base fee, and maximum award fee:

\$ 1,247,788

e. IRE BASIC EFFORT (CLINs 0003AB AND 0004):

(1) Estimated cost, exclusive of fee:



(2) Base Fee:

(3) Maximum award fee:

\$ 7,465,319

(4) Total estimated cost, base fee, and maximum award fee:

\$108,778,833

f. LOGISTICS OPTION (CLIN 0005AA) :

(1) Estimated cost, exclusive of fee:



(2) Less Cash Reimbursables:

(\$60,000,000)

(3) Estimated cost, less Cash Reimbursables and fee:



(4) Base Fee:

(5) Maximum award fee:

\$ 3,829,304

(6) Total estimated cost, base fee, and maximum award fee:

\$ 92,559,936

g. LOGISTICS OPTION (CLIN 0005AB) MATERIALS AND EQUIPMENT:

Estimated Cost:

**h. IRE OPTION (CLIN 0006) :**

(1) Estimated cost, exclusive of fee:



(2) Base Fee:

(3) Maximum award fee:

\$ 4,010,259

(4) Total estimated cost, base fee, and maximum award fee:

\$ 58,479,555

i. LOGISTICS AWARD TERM 1 (CLIN 0007AA):

(1) Estimated cost, exclusive of fee:	
(2) Less Cash Reimbursables:	<u>(\$ 60,000,000)</u>
(3) Estimated cost, less Cash Reimbursables and fee:	
(4) Base Fee:	
(5) Maximum award fee:	<u>\$ 3,998,762</u>
(6) Total estimated cost, base fee, and maximum award fee:	<u>\$100,234,316</u>

j. LOGISTICS AWARD TERM 1(CLIN 0007AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

k. IRE AWARD TERM 1 (CLIN 0008):

(1) Estimated cost, exclusive of fee:	
(2) Base Fee:	
(4) Maximum award fee:	<u>\$ 4,276,708</u>
(5) Total estimated cost, base fee, and maximum award fee:	<u>\$ 62,344,048</u>

l. LOGISTICS AWARD TERM 2 (CLIN 0009AA):

(1) Estimated cost, exclusive of fee:	
(2) Less Cash Reimbursables:	<u>(\$ 60,000,000)</u>
(3) Estimated cost, less Cash Reimbursables and fee:	
(4) Base Fee:	
(5) Maximum award fee:	<u>\$ 4,215,100</u>
(6) Total estimated cost, base fee, and maximum award fee:	<u>\$109,479,470</u>

m. LOGISTICS AWARD TERM 2 (CLIN 0009AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

n. IRE AWARD TERM 2 (CLIN 0010):

(1) Estimated cost, exclusive of fee:	
(2) Base Fee:	
(3) Maximum Award Fee:	<u>\$ 4,586,805</u>

(4) Total estimated cost, base fee, and maximum award fee: \$ 66,833,385

o. LOGISTICS AWARD TERM 3 (CLIN 0011AA):

(1) Estimated cost, exclusive of fee: 

(2) Less Cash Reimbursables: (\$ 60,000,000)

(3) Estimated cost, less Cash Reimbursables and fee: 

(4) Base Fee: 

(5) Maximum award fee: \$ 4,442,946

(6) Total estimated cost, base fee, and maximum award fee: \$119,325,935

p. LOGISTICS AWARD TERM 3 (CLIN 0011AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

q. IRE AWARD TERM 3 (CLIN 0012):

(1) Estimated cost, exclusive of fee: 

(2) Base Fee: 

(3) Maximum award fee: \$ 4,903,812

(4) Total estimated cost, base fee, and maximum award fee: \$ 71,431,860

r. LOGISTICS AWARD TERM 4 (CLIN 0013AA):

(1) Estimated cost, exclusive of fee: 

(2) Less Cash Reimbursables: (\$ 90,000,000)

(3) Estimated cost, less Cash Reimbursables and fee: 

(4) Base Fee: 

(5) Maximum award fee: \$ 7,120,675

(6) Total estimated cost, base fee, and maximum award fee: \$198,071,754

s. LOGISTICS AWARD TERM 4 (CLIN 0013AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

t. IRE AWARD TERM 4 (CLIN 0014):

(1) Estimated cost, exclusive of fee: 

(2) Base Fee: 

(3) Maximum award fee: \$ 8,031,020

(4) Total estimated cost, base fee, and maximum award fee: \$116,896,702

MATERIALS AND EQUIPMENT:

The purchase price, installation, distribution and accounting for materials and equipment (and incidental subcontract labor associated with material and equipment acquisition) are provided for under the contract at cost without fee. It is recognized that the government may, from time to time during performance of the contract, increase material dollars at no increase in fee.

LOGISTICS SUPPORT: TOTAL ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL AMOUNT:

(1) Estimated cost, exclusive of materials and fee:	
(2) Materials:	<u>\$207,248,441</u>
(3) Less Reimbursements:	<u>\$120,000,000</u>
(4) Estimated cost, including materials, less reimbursements:	
(5) Base fee:	
(6) Estimated cost plus base fee:	<u>\$387,583,972</u>
(7) Maximum award fee:	<u>\$ 8,767,244</u>
(8) Total estimated cost, materials, base fee, and maximum award fee:	<u>\$396,351,216</u>

INTEGRATED RANGE ENGINEERING: TOTAL ESTIMATED COST, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL AMOUNT:

(1) Estimated cost, exclusive of fee:	
(2) Base fee:	
(3) Estimated cost plus base fee:	<u>\$102,473,449</u>
(4) Maximum award fee:	<u>\$ 7,553,172</u>
(5) Total estimated cost, base fee, and maximum award fee:	<u>\$110,026,621</u>

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001/0002 and 0003/0004 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, base fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the tasks required by

CLINs 0001 and 0003 and delivers data required by CLINs 0002 and 0004 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of CLINs 0001 and 0003, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of CLINs 0001 and 0003 under the LIMITATION OF COST or FUNDS contract clause.

b. CLINs 0002 and 0004 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423. Unless the contractor is notified in writing by the Contracting Officer of the unacceptability of a data item submission and reason it is not accepted, the data item is considered accepted by the Government within the timeframe allotted as shown in the CDRL. Where no timeframe is shown in the CDRL for Government acceptance, that timeframe shall be within 45 days after government receipt of the item.

c. Should the government exercise Option CLINs 0005 and 0006 to extend the period of performance or execute any Award Term to extend the period of performance, this clause shall apply.

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated every six (6) months in accordance with the document entitled "Award Fee/Award Term 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 six (6) month period. Award fee not earned by the contractor will not be carried over to any future periods.

b. The following represents the potential award fee available by performance period, earned fee and the award fee not earned removed from the contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED REMOVED FROM CONTRACT</u>
LOGISTICS			
BASIC EFFORT			
First (Phase-In)	\$ 381,500	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Seventh	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Eighth	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
Ninth	\$1,048,218	\$ <u>TBD</u>	\$ <u>TBD</u>
IRE			
BASIC EFFORT			
First(Phase-In)	\$ 87,853	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$933,164	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
Seventh	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
Eighth	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>

Ninth	\$933,165	\$ <u>TBD</u>	\$ <u>TBD</u>
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**LOGISTICS
OPTION EFFORT**

First	\$957,326	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$957,326	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$957,326	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$957,326	\$ <u>TBD</u>	\$ <u>TBD</u>

**IRE
OPTION EFFORT**

First	\$1,002,564	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,002,564	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,002,564	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,002,567	\$ <u>TBD</u>	\$ <u>TBD</u>

**LOGISTICS
AWARD TERM 1**

First	\$999,690	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$999,690	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$999,691	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$999,691	\$ <u>TBD</u>	\$ <u>TBD</u>

**IRE
AWARD TERM 1**

First	\$1,069,177	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,069,177	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,069,177	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,069,177	\$ <u>TBD</u>	\$ <u>TBD</u>

**LOGISTICS
AWARD TERM 2**

First	\$1,053,775	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,053,775	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,053,775	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,053,775	\$ <u>TBD</u>	\$ <u>TBD</u>

**IRE
AWARD TERM 2**

First	\$1,146,701	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,146,701	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,146,701	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,146,702	\$ <u>TBD</u>	\$ <u>TBD</u>

**LOGISTICS
AWARD TERM 3**

First	\$1,110,736	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,110,736	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,110,737	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,110,737	\$ <u>TBD</u>	\$ <u>TBD</u>

**IRE
AWARD TERM 3**

First	\$1,225,953	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,225,953	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,225,953	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,225,953	\$ <u>TBD</u>	\$ <u>TBD</u>

**LOGISTICS
AWARD TERM 4**

First	\$1,186,779	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,186,779	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,186,779	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,186,779	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$1,186,779	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$1,186,780	\$ <u>TBD</u>	\$ <u>TBD</u>

**IRE
AWARD TERM 4**

First	\$1,338,503	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,338,503	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,338,503	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,338,503	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$1,338,504	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$1,338,504	\$ <u>TBD</u>	\$ <u>TBD</u>

SECTION C Descriptions and Specifications

BUILDING MAINTENANCE REQUIREMENTS:

In the performance of Performance Work Statement (PWS) USAKA/RTS 03-01, Section 3 titled "Public Works Services (Including Housing)," the contractor is required to maintain designated building structures at the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS). The document titled "Analysis of Existing Facilities," of the issue and date as set forth in Part III, Section J, hereof, attached hereto and made a part hereof, designates USAKA/RTS facilities for which the Logistics Support contractor has maintenance responsibility.

CONTRACT REQUIREMENTS/COMPLIANCE WITH ATTACHMENTS:

The contractor shall, on the terms and conditions hereinafter more particularly set forth, furnish the necessary management, labor, facilities, materials, and equipment (except as specified to be furnished by the government) and do all things required to provide Integrated Range Engineering and Logistics Support Services for the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) as required by Performance Work Statement USAKA/RTS 03-01, specifications, exhibits, and documents attached to or referenced herein, as set forth in Section J hereof.

CONTRACT SECURITY CLASSIFICATION SPECIFICATION:

The contractor shall comply with the security requirements of the Contract Security Classification Specifications, DD Form 254-E, attached hereto and made a part hereof, of the issue and date as set forth in Section J hereof.

FINANCIAL REQUIREMENTS:

In the performance of Performance Work Statement USAKA/RTS 03-01, the contractor shall comply with the requirements of the documents titled Financial Requirements Manual and Financial Policy and Rate Manual of the issue and date as set forth in Section J hereof, attached hereto and made a part hereof.

SECTION D Packaging and Marking

PRESERVATION, MARKING AND LABELING, PACKAGING AND PACKING, AND WEIGHING:

Preservation, packaging, marking and labeling, and weighing of supplies shall be in accordance with MIL-STD-2073-1A, 16 Jul 84, adequate to insure safe arrival at destination. MIL-STD-129J marking requirements shall apply to shipments of nonhazardous materials moving wholly or in part within the Department of Defense transportation shipments. Marking requirements for shipment of hazardous materials shall be in accordance with CFR Title 49, MIL-STD-129J, and TM 38-250. (SEE SECTION I CLAUSE ENTITLED "Hazardous Material Identification and Material Safety Data").

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

FINAL CONTRACT COMPLETION ACCEPTANCE:

The contractor shall submit to the Procuring Contracting Officer (PCO), at the address specified in Block 5 of Standard Form 26 (Contract page 1), a certification that the requirements of the Basic, the Option and Award Terms (if exercised/earned) CLINs have been accomplished in accordance with the terms and conditions of this contract. Contracting Officer's written acceptance will be furnished following a determination that the requirements have been satisfactorily completed. This shall constitute final inspection and acceptance under the contract clause titled "INSPECTION OF SERVICES – COST REIMBURSEMENT."

PERFORMANCE MEASUREMENT AND MONITORING:

The Contractor shall maintain 'SeeSOR' as the performance measurement system to monitor the performance standards in accordance with the requirements of the PWS.

The Contractor shall, in addition to any other system desired by the contractor to ensure the quality performance of the contract, use the 'SeeSOR' software to monitor and report the Contractor's compliance against the requirement of the PWS. Failure to complete a 'SeeSOR' check list item shall be regarded as a failure to achieve the required performance standard in relation to that item.

SMDC owns the 'SeeSOR' licence and will grant access privileges to the Contractor to perform its obligations under Clauses herein. The Government will manage the 'SeeSOR' program in accordance with the 'SeeSOR' licence.

The Government and the Contractor agree that performance measurement and monitoring has been introduced to give the Government visibility of the Contractor's quality management of the PWS requirements. It shall be an essential term of this Contract that the Contractor assesses critically, and reports accurately, upon its performance in relation to the performance standards as detailed in the PWS.

The Parties further agree that in instances where the contractor consistently fails to meet the performance, such non-achievement shall be deemed in itself to be cause for default under this Contract.

The Contractor shall, when reporting to the Government any failure to meet a performance standard, highlight this in the report. In all such cases, the Contractor shall report the impact (if any) of the failed performance standard upon the quality and timeliness of Services and identify corrective action which shall be taken to avoid repetition of the failure. If the Contractor considers that the performance standard has been found to be unrealistic, unachievable or no longer valid, the report should identify this and propose an appropriate alternative.

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
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

COMPLETION OF REQUIREMENTS:

a. The contractor shall complete the tasks required by CLINs 0001 and 0003 and complete and deliver all data and reports required by CLINs 0002 and 0004 within four (4) years and three (3) months from date of award of contract.

b. The contractor shall complete the tasks required by Option CLINs 0005 and 0006, if exercised, and complete and deliver all data and reports required under CLINs 0002 and 0004 within twenty-four (24) months from date of exercise of the option.

c. The contractor shall complete the tasks required by Award Term 1 CLINs 0007 and 0008 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.

d. The contractor shall complete the tasks required by Award Term 2 CLINs 0009 and 0010 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.

e. The contractor shall complete the tasks required by Award Term 3 CLINs 0011 and 0012 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.

f. The contractor shall complete the tasks required by Award Term 4 CLINs 0013 and 0014 and complete and deliver all data and reports required by CLINs 0002 and 0004 within thirty-six (36) months from execution of modification authorizing performance to begin.

DATA AND REPORTS:

a. The contractor shall prepare and deliver all data and reports in accordance with the Contract Data Requirements List, DD Form 1423, transportation charges paid, and addressed to the attention of offices by symbol as shown in Block 14 of DD Form 1423.

b. When the Procuring Contracting Office (SMDC-CM-CN) is not already cited on distribution for a data submission, the contractor shall furnish the Procuring Contracting Office one (1) copy of any transmittal letter submitting the data requirements to the offices shown in Block 14 of DD Form 1423.

c. The Contractor shall furnish the Administrative Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the offices shown in Block 14 of DD Form 1423.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2122040 36-9718 P665301.614-255Y OV2K6K0100 S01021 OV2K6K0100/2HKSP6/HA Phase-In
 AMOUNT: \$1,650,000.00

AB: 2122040 36-9718 P665301.614-255Y OV2K6K0200 S01021 OV2K6K0200/2HKSP6/HA
 AMOUNT: \$30,000.00

AC: 2122040 36-9718 P665301.614-255Y OV2K6K0300 S01021 OV2K6K300/2HKSP6/HA Phase-In
 AMOUNT: \$320,000.00

CLAUSES INCORPORATED BY FULL TEXT

HISTORICAL ACCOUNTING AND APPROPRIATION DATA:**ACRN: AA**

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0100 S01021 OV2K6K0100/2HKSP6/HA
 CUMULATIVE AMOUNT: \$1,650,000
 PROGRAM/NOMENCLATURE: USAKA/RTS Logistics Support
 ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
 OV2K6K0100-01/\$1,000,000/Award
 OV2K6K0100-02/\$ 650,000/Award

ACRN: AB

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0200 S01021 OV2K6K0200/2HKSP6/HA
 CUMULATIVE AMOUNT: \$30,000
 PROGRAM/NOMENCLATURE: USAKA/RTS LS/IRE Materials
 ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
 OV2K6K0200-01/\$680,000/Award
 OV2K6K0200-02/(\$650,000)/Award

ACRN: AC

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0300 S01021 OV2K6K0300/2HKSP6/HA
 CUMULATIVE AMOUNT: \$320,000
 PROGRAM/NOMENCLATURE: USAKA/RTS IRE Support
 ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
 OV2K6K0300-01/\$320,000/Award

INCREMENTAL FUNDING:

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the

amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

	<u>PREVIOUS AMOUNTS</u>	<u>CURRENT AMOUNT</u>	<u>CUMULATIVE AMOUNTS</u>
a. LOGISTICS PHASE-IN (CLINS 0001AA and 0002):			
(1) Funds required for full performance:			
(a) Estimated Cost:		N/C	
(b) Base Fee:		N/C	
(c) Potential Award Fee:	\$ 381,500	N/C	\$ 381,500
(d) Earned Award Fee:	\$ -0-	N/C	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$9,787,156	N/C	\$9,787,156
(2) Amount currently allotted and obligated:			
(a) Amount allotted under the LOF Clause for payment of estimated cost:	\$-0-		
(b) Amount separately obligated for Payment of Base Fee:	\$-0-		
(c) Amount separately obligated for Payment of Potential Award Fee:	\$-0-	\$ 61,682	\$ 61,682
(d) Amount separately obligated for Payment of Earned Award Fee:	\$-0-	\$ -0-	\$ -0-
(e) Total amount allotted and obligated:	\$-0-	\$1,650,000	\$1,650,000
(f) Estimated Period of Performance:			30 SEP 2002
(3) Unfunded amount:			
(a) Estimated cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 381,500	(\$ 61,682)	\$ 319,818
(d) Earned Award Fee:	\$ -0-	(\$ -0-)	\$ -0-

(e) Total Amount:	\$9,787,156	(\$1,650,000)	\$8,137,156
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b. LOGISTICS BASIC (CLINS 0001AB and 0002):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 8,385,744	(\$ -0-)	\$ 8,385,744
(d) Earned Award Fee:	\$ -0-	(\$ -0-)	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$299,315,619	(\$ -0-)	\$299,315,619

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:	\$ -0-		
(b) Amount separately obligated for Payment of Base Fee	\$ -0-		
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-		
(d) Amount separately obligated for Payment of Earned Award Fee:	\$ -0-		
(e) Total amount allotted and obligated:	\$ -0-		
(f) Estimated Period of Performance:			

(3) Unfunded amount:

(a) Estimated cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 8,385,744		
(d) Earned Award Fee:	\$ -0-		
(e) Total Amount:	\$299,315,619		

c. LOGISTICS (BASIC) MATERIALS AND EQUIPMENT (CLIN 0001AC):

(1) Funds required for full performance:

(a) Estimated Cost:			
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(2) Amount currently allotted:

(a) Amount allotted for estimated cost:	\$ -0-	\$ 30,000	\$ 30,000
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(3) Unfunded amount:

(a) Estimated cost:	\$207,248,441	(\$ 30,000)	\$207,218,441
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d. IRE PHASE-IN (CLINS 0003AA and 0004):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 87,853	N/C	\$ 87,853
(d) Earned Award Fee:	\$ -0-	N/C	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$1,247,788	N/C	\$1,247,788

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:			
(b) Amount separately obligated for Payment of Base Fee:			
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-	(\$ 23,063)	\$ 23,063
(d) Amount separately obligated for Payment of Earned Award Fee:	\$ -0-	(\$ -0-)	\$ -0-
(e) Total amount allotted and obligated:	\$ -0-	(\$ 320,000)	\$ 320,000

(f) Estimated Period of Performance:

(3) Unfunded amount:

(a) Estimated cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 87,853	(\$ 23,063)	\$ 64,790
(d) Earned Award Fee:	\$ -0-	(\$ -0-)	\$ -0-

(e) Total Amount:	\$1,247,788	(\$320,000)	\$927,788
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e. IRE BASIC (CLINS 0003AB and 0004):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 7,465,319	\$ -0-	\$ 7,465,319
(d) Earned Award Fee:	\$ 7,465,319	\$ -0-	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$108,778,833	\$ -0-	\$108,778,833

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:	\$ -0-
(b) Amount separately obligated for Payment of Base Fee:	\$ -0-
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-
(d) Amount separately obligated for Payment of Earned Award Fee:	\$ -0-
(e) Total amount allotted and obligated:	\$ -0-
(f) Estimated Period of Performance:	

(3) Unfunded amount:

(a) Estimated cost:		
(b) Base Fee:		
(c) Potential Award Fee:	\$ 7,465,319	
(d) Earned Award Fee:	\$ -0-	
(e) Total Amount:	\$108,778,833	

f. LOGISTICS OPTION (CLIN 0005AA):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 3,829,304	\$ -0-	\$ 3,829,304
(d) Earned Award Fee:	\$ -0-	\$ -0-	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$152,559,936	\$ -0-	\$152,559,936

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:	\$ -0-
(b) Amount separately obligated for Payment of Base Fee:	\$ -0-
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-
(d) Amount separately obligated for Payment of Earned Award Fee:	\$ -0-
(e) Total amount allotted and obligated:	\$ -0-
(f) Estimated Period of Performance:	

(3) Unfunded amount:

(a) Estimated cost:	
(b) Base Fee:	
(c) Potential Award Fee:	\$ 3,829,304
(d) Earned Award Fee:	\$ -0-
(e) Total Amount:	\$152,559,936

g. LOGISTICS MATERIALS AND EQUIPMENT OPTION (CLIN 0005AB):

(1) Funds required for full performance:

(a) Estimated Cost:	
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(2) Amount currently allotted:

(a) Amount allotted for estimated cost:	\$ -0-
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(3) Unfunded amount:

(a) Estimated cost: \$103,657,831

h. IRE OPTION (CLIN 0006):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 4,010,259	\$ -0-	\$ 4,010,259
(d) Earned Award Fee:	\$ -0-	\$ -0-	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$58,479,555	\$ -0-	\$58,479,555

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:	\$ -0-
(b) Amount separately obligated for Payment of Base Fee:	\$ -0-
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-
(d) Amount separately obligated for Payment of Earned Award Fee:	
(e) Total amount allotted and obligated:	\$ -0-
(f) Estimated Period of Performance:	

(3) Unfunded amount:

(a) Estimated cost:	
(b) Base Fee:	
(c) Potential Award Fee:	\$ 4,010,259
(d) Earned Award Fee:	\$ -0-
(e) Total Amount:	\$58,479,555

INVOICING AND VOUCHERING:

- a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.
- b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.
- c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.
- d. The contractor shall identify on each public voucher: (1) The CLIN, and SUBCLIN, if applicable, (e.g. CLIN 0001/SUBCLIN 0001AA or CLIN 0003/SUBCLIN 0003AA); (2) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (3) the Order Number/PRON. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.
- e. 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.
- f. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.
- g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).
- h. The contractor is authorized submit invoices on a bi-weekly basis.

CONTRACT ADMINISTRATION:

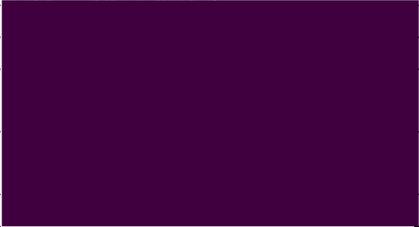
Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative 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
NAME:	
ORGANIZATION CODE:	
TELEPHONE NUMBERS:	
COMMERCIAL:	
DEFENSE SWITCHED NETWORK (DSN):	
EMAIL:	

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

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

ABM TREATY CONFORMITY:

The Performance Work Statement(s) for this contract is/are in conformity with the ABM Treaty. In consonance with this, the contractor shall plan and conduct its detailed performance of this contract in a manner which retains the program adherence to the treaty terms, as defined by the Government. The Government will provide assistance and treaty interpretations as required.

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

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

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

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

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

(2) For Employees recruited or hired in the United States, the contractor shall comply with the Vietnam Veterans readjustment Assistance Act of 1972, as amended (38 U.S.C. 2012) and the Equal Employment Opportunity Program (Executive Order 11246, dated 24 September 1965). These laws do not apply to work which is performed outside the U.S. by employees recruited and hired outside the U.S. Application of the above laws to employees performing work on USAKA/RTS who were recruited or hired in the U.S. does not prohibit the contractor from establishing with this class of employees different pay rates or personnel policies based on levels, experience, longevity, or other factors wholly unrelated to the classification of race, color, religion, sex, national origin, or veterans status. Nor does application of the above laws require the contractor to provide identical pay rates or personnel policies for employees exempt from coverage as provided to employees who are covered by these laws.

(3) For all employees working outside the United States, the contractor shall comply with the Defense Base Act (42 U.S.C. 1651 et. seq.) as required by FAR 52.228-3.

(4) For work performed in the RMI, the contractor shall comply with the Environmental Protection Requirements of Section 161, Title One, Article VI of the Compact, as implemented by the USAKA Environmental Standards (UES) and Historic Preservation Plan (HPP).

(5) For work performed in the RMI, the contractor shall comply with the occupational safety and health standards, required by the Occupational Safety and Health Standards Act, 29 U.S.C. 652 et. seq., as incorporated in PWS requirements.

APPROVAL OF SITE MANAGER:

Prior to assigning the Site Manager for the effort under this contract, or any replacement thereof, the contractor shall submit the proposed manager's qualifications and experience to the Contracting Officer and obtain the Contracting Officer's written approval.

ASSIGNMENT OF RIGHTS AND AGREEMENT NOT TO ASSERT COPYRIGHT:

Per DFARS 252.227-7020, Rights in Special Works, the works first produced, created, or generated under the contract and required to be delivered must contain the following notice "© (Year date of delivery) United States Government, as represented by the Secretary of the Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works and agrees not to assert or authorize others to assert any rights or establish any claims to copyright in such work. The Government shall own all of the rights comprised in the copyright. The contractor also agrees not to assert or authorize others to assert any rights or establish any claims to copyright in any copyrightable work first produced, created, or generated under this contract, except as the parties may otherwise agree to in writing.

AWARD FEE/AWARD TERM EVALUATION:

1. The contractor's performance will be evaluated to determine award fee and award terms earned as set forth below and in accordance with the Award Fee/Award Term Determination Plan attached to this contract.

2. EVALUATION METHOD.

a. Functional Performance Areas (FPAs) and Weightings: For the purpose of award fee performance evaluation, the contract requirements are segregated into two FPAs. Each FPA will be assigned a dollar value based on the percentages below applied against the available award pool for LS and IRE established for each rating period. Additionally, a cost sharing incentive will be employed when the Contractor's AF score percentage is 90 or higher, with the contractor's share being 30 percent and the government's share set at 70 percent. The contractor's employees are key to high contract performance; therefore, the contractor shall implement the government approved employee incentive program tied to the earned award fee.

<u>FPAs</u>	<u>% Weights</u>
Technical	90%
Management Practices	10%

1. Technical: Technical requirements along with their performance standard are set forth in the PWS. Consistent with performance based contracting, greater emphasis is placed upon the end results achieved, as opposed to the methods, practices, processes, and techniques used. Consequently, outcome pertaining to the adequacy, cost, effectiveness, efficiency, extent, productivity, quality, quantity, and timeliness of services rendered will be measured.

2. Management: Management performance consists of the first and second level of on-site management's creativity, initiative, innovation, planning, responsiveness, practices, processes, and techniques employed in the overall management of the contract requirements.

3. Cost Sharing: The sharing ratio for cost overruns and underruns is calculated as follows: The actual cost (AC) incurred for the evaluation period will be compared to the budgeted cost (BC) for the evaluation period. Any difference between these two costs will be multiplied by the AF score percentage. Then the 30/70-share ratio will be applied to the resulting amount. The contractor's share of the final product (either positive or negative) is

added to the award fee earned. $((BC - AC) \times AF \text{ evaluation score percentage}) \times .30$. An example: $((\$50M - \$45M) \times .96) \times .3 = \$1.44M$.

4. Employee Incentive: A Government approved contractor employee incentive for performance exceeding AF scores of 90 percent will be funded, provided the contractor's award fee is increased as a result of cost sharing. An AF score percentage of 90 will be substituted in the calculation for the cost sharing that increased the award fee. This product will be subtracted from the cost sharing increase to award fee and the difference multiplied by five. $((BC - AC) \times AF \text{ score percentage}) \times .30 - ((BC - AC) \times 90\%) \times .30 \times 5 = \text{Government funded incentive}$. An example: $((\$50M - \$45M) \times .96) \times .3 - ((\$50M - \$45M) \times .9) \times .3 = (\$1.44M - \$1.35M) \times 5 = \$.450M$. The contractor will distribute the resulting amount to his employees in accordance with his government approved employee incentive plan.

b. Evaluation Criteria/Sub-criteria and Weightings: In order to preclude diluting the award fee pool to the point that it's motivational value is minimized, all PWS requirements will not be evaluated during each evaluation period. Weight assignments are to motivate the contractor to concentrate performance in the areas of most importance to the Government. Consequently, areas within the technical FPA that are to be evaluated for fee purposes, along with their respective weights, will be provided to the contractor 45 days prior to the start of each evaluation period by way of SeeSOR.

c. Evaluation Periods: The first **AWARD FEE** evaluation period will occur six months after award of the contract and every six months thereafter until contract completion, with any earned award fee being distributed after the evaluation period. The initial **AWARD TERM (AT)** evaluation period will begin at the end of the phase-in period and end three years later. The remaining AT evaluation periods will end every two years thereafter, provided a previous term award was made, allowing for a maximum total potential of four award term performance periods as shown below.

<u>Period Number</u>	<u>Award Term Evaluation Period</u>	<u>Award Term Performance Period</u>
1	1 Jan 2003 - 31 Dec 2005	1 Jan 2009 - 31 Dec 2010
2	1 Jan 2006 - 31 Dec 2007	1 Jan 2011 - 31 Dec 2012
3	1 Jan 2008 - 31 Dec 2009	1 Jan 2013 - 31 Dec 2014
4	1 Jan 2010 - 31 Dec 2011	1 Jan 2015 - 31 Dec 2017

d. Allocation of Award fee Pool and Disposition of Unearned Award fee:

1. The total negotiated award fee is to be allocated to the semiannual evaluation periods in essentially equal amounts.

2. At the end of each award fee evaluation period, a contract modification will be issued authorizing the payment of award fee earned.

3. Any portion of the available award fee that is not earned during a given period is to be removed from the contract. The contract modification stipulating the value of the award fee earned will also decrease the value of both the award fee pool and the total contract by the amount of the award fee not earned.

4. The following award fee grades will be applied to assess the contractor's performance for each FPA during an award fee period:

<u>GRADE</u>	<u>AWARD FEE</u>
Excellent	90 - 100 points
Better Than Acceptable	80 - 89 points
Acceptable	70 - 79 points

Below Acceptable

0 - 69 points

The rating will then be multiplied by each FPA’s respective weighting and totaled. This total will be compared with the ratings shown above to obtain the overall adjectival performance rating.

3. Rating Plan and Performance Standards:

Adjective Rating	% Of Award Fee Earned	Characteristics
EXCELLENT	70% - 100%	The contractor's performance significantly exceeds standard and although there may be a few examples of performance only meeting standard and/or needing improvements, all of which are minor, they are more than offset by cited examples of performance significantly exceeding standard.
BETTER THAN ACCEPTABLE	30% - 69 %	The contractor's performance generally exceeds standard and more than offsets the cited examples of performance only meeting standard and/or needing improvement.
ACCEPTABLE	1% - 29%	The contractor's performance meets standard with cited examples of performance exceeding standard approximately offset by cited examples of performance needing improvement.
BELOW ACCEPTABLE	NO AWARD FEE	The contractor's performance is significantly less than standard and although there may be a few examples of performance exceeding and/or meeting standard, they are more than offset by cited examples of performance needing major improvement.

The following schedule establishes the percent of award fee to be awarded for the numerical point value earned:

Evaluation Score	Percent of Award Fee Earned
70	1
71	3
72	6
73	9
74	12
75	15
76	18
77	21
78	24
79	27
80	30

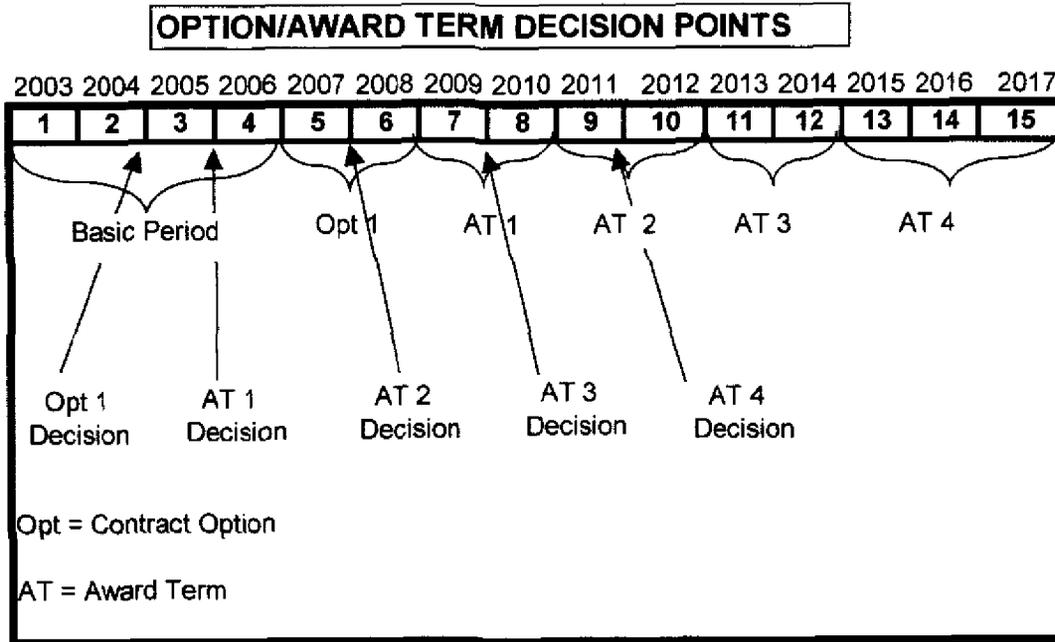
81	34
82	38
83	42
84	46
85	50
86	54
87	58
88	62
89	66
90	70
91	73
92	76
93	79
94	82
95	85
96	88
97	91
98	94
99	97
100	100

4. Disposition of Unearned Award Fee: Any unearned award fee will be removed from the available pool. There are no special award fee provisions.

5. Contractor's Participation and Feedback: The contractor may submit a self-assessment report for each evaluation period. The report may be used by the AFEB in developing an adjective rating recommendation for the FPAs by comparing the contractor's assessment with the evaluation findings. The AFEB may also use the report to assess the integrity of the contractor in presenting an accurate and complete performance picture; the contractor's thoroughness in management toward the process as a whole and toward specific findings; the contractor's recognition of and responsiveness to problem areas. The AFEB may also use the report in evaluating the "Management Practices" FPA. The AFEB will provide the contractor a copy of its proposed report to the AFDO that shows the preliminary FPA adjective ratings and contains the rationale and data supporting the ratings. The contractor will be provided an opportunity to respond with additional and/or rebuttal data.

6. Performance Evaluations: Evaluation of the contractor's performance is to be accomplished in accordance with the procedural guidance in USASMDC Command Pamphlet 715-5, Appendix B.

7. Earning Award Term: At the conclusion of the third year of the basic contract period of performance, the Contractor's first award term performance will be evaluated. If performance over the evaluation period has been excellent as evident by the AFEB files and determined so by the ATDO, the Contracting Officer will award an additional 24-month period, subject to availability of funds/continuation of government's requirements. At the conclusion of the first year of each two-year award-term previously earned, the Contractor will again be evaluated. If performance continues to be at the excellent level for the last consecutive two year period, as evident by the AFEB files and determined so by the ATDO, the Contracting Officer will award the next term, subject to availability of funds/continuation of government's requirements. No additional performance terms may be earned after the period of performance of the second award term. Consequently, the maximum period of performance is 15 years, a four-year basic, one two-year option, three two-year award terms, and one three-year award term. Below is a chart depicting the periods of performance for the full potential fifteen years that sets forth the decision points for the award terms as well as exercise of the option.



8. The award fee/term determinations under this contract will be unilateral decisions made solely at the discretion of the government.

9. The AWARD FEE/TERM determination process and schedule of events are set forth in the Award Fee/Term Determination Plan attached to this contract.

COMPLIANCE WITH THE COMPACT OF FREE ASSOCIATION AND IMPLEMENTING AGREEMENTS:

a. Consistent with Sections 321 and 323 of Title Three, Article II of the Compact of Free Association Act of 1985 (Compact), PL 99-239, January 14, 1986, effective 21 October 1986, the United States (U.S.) has entered into two agreements with the Government of the Republic of the Marshall Islands (RMI), concerning U.S. use and operation of the Kwajalein Missile Range (KMR) now known as Reagan Test Site (RTS). These implementing agreements are:

(1) Military Use and Operating Rights Agreement (MUORA) and (2) Status of Forces Agreement (SOFA). While the contractor must ensure that its performance under the contract is in compliance with all applicable provisions of the Compact and the implementing agreements, of particular significance are the following provisions which affect the employment of personnel:

(1) MUORA Article VIII- Employment of Labor. This Article includes provisions dealing with (i) “grandfathering” of wages of local hire personnel employed by U.S. contractors; and (ii) equal pay for equal work in the employment of local hire personnel. “Local hire personnel” is defined in Article I, Section 2(f), of the SOFA as citizens and nationals of the Marshall Islands who are employed in the Marshall Islands by the Armed Forces of the United States or U.S. contractors. In implementing these provisions, the contractor shall ensure that local hire personnel employed on the effective date of the Compact, shall continue to receive wages no less than wages paid as of the effective date of the Compact. Wages, for the purpose of insuring “grandfathering” of wages, is defined as (a) actual base pay; (b) employee fringe benefits e.g., vacation, and sick leave, group insurance, hazardous pay, pension, and holidays; and (c) overtime pay as required by the Contract Work Hours and Safety Standards Act (CWHSSA). For example, assume local hire personnel employed on the effective date of the Compact as carpenters were paid \$5.00 per hour base pay, fringe benefits, and \$7.50 per hour for overtime. After the effective date of the Compact such local hire personnel employed as carpenters shall be paid a wage not less than \$5.00 per hour base pay, \$7.50

per hour for overtime worked, and the same fringe benefits. Further, Grandfathered Marshallese employees must receive a wage not less than the wage paid for equal work to U.S./third country employees. In contrast, local hire personnel newly employed after the effective date of the Compact may be paid a wage consistent with the minimum wage laws of the Marshall Islands. However, such minimum wage shall not exceed the prevailing minimum wage in the United States and shall provide equal pay for equal work among such local hire personnel. Further, locally hired non-grandfathered Marshallese employees must receive wages not less than wages paid for equal work to any U.S./third country employees who are hired outside the RMI. For purposes of interpreting this Article, allowances/benefits related to foreign service of employees hired outside the RMI (e.g., relocation/repatriation allowances, foreign pay differentials, transportation costs) are not considered to be part of the wages paid to such employees. Nothing herein requires that such foreign service allowances/benefits be paid to employees hired in the RMI.

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

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

COORDINATION WITH OTHER GOVERNMENT AGENCIES:

If, in the performance of this contract, it is necessary for the contractor to visit government agencies to discuss any aspect of this contract, such visits shall be coordinated with the officials identified in Section H, paragraph entitled "Technical Cognizance and Technical Direction."

DEATH OF EMPLOYEE AT USAKA:

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

EMPLOYMENT CONTRACTS

The contractor shall formalize employment contracts with employees when relocation costs are to be reimbursable under this contract. Such employment contracts shall be for a period of not less than 12 months or as approved by the Contracting Officer, except for school administrators and teachers whose contracts may be on a school-term basis. Booklets, brochures, pamphlets, and any other documents used for recruiting purposes shall be referenced in the body of the employment contract and a copy attached to the employee's copy of the contract. Either the body of

the employment contract or an attached document shall address the availability, nature, and type of housing at USAKA/RTS. Likewise, the specific procedures used to make housing assignments; the specific interim, if any, and long-term housing assignment offer made to the employee; and the specific time period within which such long-term housing assignment offer will be executed shall be made a part of the employment contract. Any audio or video media used for recruiting purposes shall be specifically identified in the employment contract by title, revision number if any, and date. A copy of each such recruiting audio or video media shall be made available to USAKA/RTS for review not less than 30 calendar days prior to use for recruiting purposes.

ENTRY AUTHORIZATION FOR TRAVEL TO USAKA:

a. At least 14* days before entry to the USAKA/RTS by Air Mobility Command or commercial aircraft, the contractor shall provide the following information to USAKA/RTS, ATTN: (Security and Law Enforcement Contractor), P.O Box 3398, APO AP 96555; e-mail USASMDC Global Address is KPD Access Control; and FAX # is (805) 355-1086:

1. Full legal name of traveler (last, first, MI)(no nicknames).
2. Social Security Number.
3. Date and place of birth and citizenship.
4. Job title, grade/rank or equivalent.
5. Home address.
6. Organization.
7. Requested entry and exit dates and air carrier.
8. Purpose of travel and classification, i.e. TDY, PCS-in, PCS-out, returning resident, etc.
9. Security clearance, effective date and granting agency.

NOTE: On a case by case basis, when determined to be an emergency, the fourteen day notification requirement may be shortened.

b. All personnel traveling to Kwajalein, including dependents, are **REQUIRED** to have in their possession a Passport **and** a picture identification, e.g. drivers license. Commercial flights departing Honolulu International Airport for Kwajalein will refuse boarding without proper documentation. Passport availability will facilitate processing through U.S. Customs at Honolulu International Airport.

GOVERNMENT-FURNISHED PROPERTY, MATERIAL, SUPPLIES AND SERVICES:

a. Base Support – In the performance of this contract, the contractor is authorized on a no-charge-for-use basis [except as stated in (5), (6), (7), (10), and (24)], the below listed Government Property, facilities, security and law enforcement services, and/or logistic support services to the extent available at the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS), subject to the direction and control of the Commander, USAKA/RTS, or his designated representative:

(1) Subject to existing availability, housing for non-indigenous personnel at USAKA/RTS will be provided by the Government consistent with organizational position and family size. The Commander, USAKA/RTS, or his designated representative, will allocate housing as to number, type, and location in accordance with USAKA/RTS housing regulation 210-1. The Commander's housing allocation determinations shall be final and conclusive and

shall not be subject to the “Disputes” clause. Allocation of family housing and UPH to specific employees shall be in accordance with procedures developed and maintained by the Contractor and subject to review and comments by USAKA/RTS.

(a) The maximum number of single family housing units to be provided by the Government are:

IRE: 77 Permanent Family Housing Units
42 Modular (trailer) Units (See NOTE)
 119* TOTAL

LS: 140 Permanent Family Housing Units
50 Modular (trailer) Units (See NOTE)
 190 TOTAL

*Reduction of 66 IRE families based upon completion of the KMAR project prior to the start of the new contract.

(b) The maximum number of Unaccompanied Personnel Housing (UPH) to be provided by the Government on Kwajalein Island and Roi-Namur Island are as set forth below.

UNACCOMPANIED PERSONNEL HOUSING KWAJALEIN:

	<u>IRE**</u>	<u>LS</u>	<u>TOTAL</u>
Private Room with Common Latrine	0	20	20
Private Bath	121	327	448
UPH Trailer (See NOTE)	27	42	69

UNACCOMPANIED PERSONNEL HOUSING ROI-NAMUR:

Private Bath Private Suite	65	26	91
Private Bath UPH	25	85	110
UPH Trailer (See NOTE)	0	2	2

**Reduction of 11 IRE unaccompanied personnel based upon losses resulting from the KMAR project prior to the start of the new contract.

(2) Unaccompanied personnel (whether single, divorced, separated, head-of-household, or married not accompanied by family members at USAKA/RTS) permanently assigned to UPH that lacks adequate food preparation facilities, shall be provided Government-furnished meals in dining facilities (base operations or retail) at Kwajalein, Meck, and Roi-Namur Islands.

(3) Either a box lunch (preferred) or a hot meal shall be furnished to Marshallese employees, consistent with the meal provided to non-Marshallese employees of the same crew. The meal shall be provided, on a non-reimbursable basis, when:

(a) Marshallese employees are assigned to work on an island with no dining facilities and the work schedule includes the lunch period and/or extends more than six hours beyond the lunch period, or

(b) A duly authorized manager/supervisor determines that the critical or emergency nature of a work assignment precludes the crew from leaving the work site and orders meals for the entire work crew.

(4) Kindergarten, elementary, and high school educational services at USAKA/RTS for dependents of employees residing in family housing.

(5) Use of the Military Postal System at USAKA/RTS by the contractor, subcontractors, employees and their authorized dependents provided that services/supplies shall be paid at current postal rates.

(6) On-site medical and dental services for all USAKA/RTS personnel will be provided by the LSC, at rates established by USAKA/RTS. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary. [See (7) below].

(7) Transportation of contractor employees and their authorized dependents to and from USAKA and Hickam Air Force Base (AFB), Honolulu, Hawaii, shall be via Air Mobility Command (AMC) to the maximum extent possible. U.S.-flagged air carrier commercial airlines may be utilized in lieu of AMC airlift support only when it is determined to be in the best interest of the government by the Contracting Officer. The contractor should refrain from booking passengers on any AMC flight executed through the use of the C-141 aircraft; currently this represents one flight per week departing Hickam, AFB on Fridays, and arriving/departing Kwajalein on Saturdays. It is allowable to utilize the C-141 aircraft during periods of peak travel when all commercial flights are booked, or if no other commercial flight is available to satisfy travel requirements. The contractor shall utilize a USAKA-assigned AMC billing code for all air travel on AMC aircraft. All on-site employees and their onsite authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary.

(8) For LSC PWS requirements only, calibration of hospital/dental clinic X-ray equipment to the extent Tripler Army Medical Center personnel are timely available.

(9) Intra-atoll air and water transportation for personnel and equipment at USAKA/RTS will be provided by the LSC to support the requirements of the IRE PWS.

(10) Basic business telephone services at USAKA/RTS. However, personal residence TV cable, internet, and/or phone services, as available and provided, are at rates established by USAKA/RTS.

(11) Access to the Defense Information Systems Network (DISN) for teletype communications, the Defense Switched Network (DSN), and to the USAKA/RTS intranet network. Access to DSN by the contractor shall be restricted to essential official business communications required in the performance of PWS requirements.

(12) Existing equipment and office and technical facilities. For the IRE PWS requirements only, the LSC will provide general maintenance of all government-provided equipment and facilities not an integral part of technical facilities.

(13) Existing equipment and facilities configuration, maintenance, and operations documentation.

(14) For the IRE PWS requirements only, the LSC will provide custodial services to facilities located on Kwajalein, Roi-Namur, and Meck Islands; trash and recycle collection, to include the outer islands used in the performance of IRE requirements; and grounds keeping for all areas.

(15) For the IRE PWS requirements only, all utilities services will be provided by the LSC.

(16) Existing general office equipment, furniture and supplies at USAKA/RTS. For the IRE PWS effort only, this includes repair, replacement, and maintenance, provided by the LSC, of such equipment and furniture. However, the maintenance of work-related personal computers at Roi-Namur, as well as some electronic office equipment under MIT/LL's property control, shall be provided by the IRE contractor.

(17) Supplies to the extent available from Government supply sources via MILSTRIP requisitions processed by the LSC contractor.

(18) Property available from Government excess required to meet PWS requirements.

(19) For the IRE PWS effort only, fire prevention and protection services will be provided by the LSC.

(20) For the IRE PWS effort only, general maintenance and repair, painting, plumbing, and welding support services for the IRE technical facilities at Roi-Namur (KREMS buildings and radar systems, optics sites, and telemetry sites) will be provided by the LSC.

(21) Administrative, non-tactical, and special purpose vehicles and other TDA equipment available from government inventory control points for use at USAKA/RTS. Administrative vehicles provided in support of IRE PWS requirements include petroleum, oil, and lubricants (POL) and maintenance provided by the LSC.

(22) For the LSC PWS effort only, bulk POL.

(23) The contractor shall ship all cargo to and from the Continental United States (CONUS)/Hawaii and USAKA/RTS via the following Government-provided transportation, unless commercial transportation is specifically approved:

(a) Surface transportation from the West coast, e.g. San Francisco area, and Honolulu, Hawaii will be provided by the Military Traffic Management Command (MTMC).

(b) Air transportation from Travis Air Force Base (AFB), CA and Hickam AFB, HI will be provided by the U.S. Air Force Air Mobility Command (AMC).

(24) Packaging and crating of household goods and personal effects will be provided by the LSC for shipments originating on USAKA/RTS. All shipping costs for personal effects and household goods in excess of the maximum allowances provided for in the contractor's government-approved personnel policies and benefits shall not be an allowable contract cost.

(25) For IRE PWS requirements only, security for access control at KREMS facilities on Roi-Namur Island; area security and law enforcement services on all islands where IRE facilities are located; and access control for specific situations (classified meetings, mission operations, etc.).

(26) Five UH-1 rotary-wing aircraft will remain in service as Government-furnished equipment.

(27) All computer systems and software, except specific contractor proprietary software.

(a) All Government furnished computer hardware will meet the following minimum requirements:

Pentium II
 300 KHz or greater
 10 Gigabyte hard-drive
 128K RAM
 Internal PCMCIA card reader
 Internal Zip/Jaz drive
 CDROM
 3 1/2" internal disk drive

(b) All Government furnished software will meet the following minimum requirements:

Windows NT 4.0 or Windows 2000 Operating System
 Microsoft Office 2000 Professional
 Microsoft Internet Explorer or Netscape Browser

(c) Software to be provided by the Government includes, but is not limited to, the Kwajalein Business Network, School Networks, USAKA Networks, and KEAMS.

b. Government Furnished Property (GFP):

(1) Army Property – In the performance of both the IRE and LSC efforts, the contractor is authorized use of, and is accountable for and responsible for the GFP in the respective GFP lists identified in Section J, List of Attachments.

(2) Air Force Property – In the performance of the IRE PWS requirements, the contractor is authorized to use the ALTAIR, TRADEX, ALCOR, MMW, and KMCC Systems located on Kwajalein and Roi-Namur Islands (located in the Kwajalein Atoll). The aforesaid facilities are accountable to and shall remain the responsibility of MIT/LL under Contract No. F19628-85-C-0002, or its successor contract. The Contractor may not remove the property from Government premises.

(3) Residual Property - The residual property (government-provided materials and supplies not specifically cited on the GFP lists attached to the contract) on hand upon completion of IRE Contract DASG60-93-C-0023 and LSC DASG60-94-C-0067 will be furnished to the contractor for use in performing the respective IRE and LSC efforts.

(4) Government Supply Sources – Supplies required for contract performance to the extent available from Government sources (via MILSTRIP requisition) and as authorized by the Contracting Officer.

(5) Reference is made to a.(18) above. The contractor shall comply with the instructions of the Contracting Officer or the Contracting Officer's Representative designated to perform the duties of Plant Clearance Officer in the performance of the requirements of FAR Subpart 45.6 relating to the reporting, redistribution, and disposal of personal property.

GOVERNMENT FURNISHED PROPERTY (APPLICABLE TO LOGISTICS SERVICES PORTION OF PWS ONLY):

Following physical inventory in accordance with FAR Part 45, the contractor hereby accepts responsibility and accountability under this contract for the record balances of all government-owned real property and personal property which are government-provided or contractor-acquired, and identified in lists in Section J hereof. Government-owned personal property accountability and records thereof shall be in accordance with FAR Part 45.

KEY PERSONNEL CHANGE NOTIFICATION:

“Key Personnel” positions, as identified in the contractor's proposal, are considered essential to the acceptable performance of work under this contract. The contractor shall not remove/replace key personnel or significantly reduce the efforts of a key person in the performance of this contract without advance written notification to an USAKA/RTS official, as designated in Section G Clause entitled "Contracting Activity Representatives" hereof. The contractor shall submit the notice not less than thirty (30) days prior to the proposed personnel change. The notice shall contain justification in sufficient detail to permit an assessment of the potential impact to the performance of this contract and the resume of the proposed replacement.

MEDICAL AND DENTAL SERVICE LIMITATIONS:

a. The remoteness and relatively small population of USAKA/RTS precludes extensive dental and medical facilities and staff. Consequently, only minimum essential treatment can be provided. Accordingly, the contractor shall conduct pre-employment dental and medical examinations and review the dental/medical history of employees being considered for assignment to USAKA/RTS and their accompanying spouse and/or dependents. The examinations and medical history review shall be sufficiently thorough to identify dental or medical problems the

treatment of which, either on a routine or emergency basis, would exceed the USAKA/RTS capabilities, would require frequent referral off-site, or falls within a high risk category. The contractor shall refrain from hiring/transferring personnel with such dental/medical problems for assignment to USAKA/RTS.

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

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

MINIMUM INSURANCE LIABILITY:

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

a. Workers' Compensation and Employer's Liability Insurance: Compliance with applicable workers' compensation and occupational disease statutes is required pursuant to FAR 28.305, *Defense Base Act*. Employer's liability coverage in the minimum amount of \$100,000 is required. For the LSC only, maritime liability coverage in the amount of \$500,000 is required.

b. General Liability Insurance: Bodily injury liability insurance written on the comprehensive form of policy of at least \$500,000 per occurrence is required. However, property damage liability insurance is not required. For the LSC only, SCUBA tank testing bodily injury liability in the minimum limits of \$300,000 per occurrence and \$2,000,000 aggregate is required. Personal injury liability insurance in the minimum limit of \$2,000,000 aggregate is required.

c. Automobile Liability Insurance: Bodily injury and property damage liability written on the comprehensive form of policy covering the operation of all automobiles used in connection with the performance of this contract are required. The contractor shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

d. Aircraft Public and Passenger Liability Insurance (applicable to the LSC only): Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater. Cargo liability of \$100,000 per occurrence with a deductible of \$1,000 per claim is required. Baggage liability of \$1,000 each passenger and \$100,000 per occurrence with a deductible of \$50 per passenger is required. The contractor shall not obtain aircraft hull and aircraft in the open insurance for Government-owned aircraft inasmuch as the contractor is relieved of liability under the contract clause titled "*Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)*."

e. Vessel Liability Insurance (applicable to the LSC only as the accountable contractor for Government-furnished marine vessels, including the USS Worthy): Bodily injury and property damage liability written on the comprehensive form of policy covering the operation of all marine vessels used in connection with the performance of this contract are required. The contractor shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

f. Third Party Property Damage Liability (applicable to the LSC only): Insurance is required within a limit of \$30,000,000 each occurrence with a deductible of \$1,000 each occurrence. Coverage shall exclude risks arising out of operation, loading, or unloading of aircraft or marine craft.

g. Third Party Marine Property Damage Liability (applicable to the LSC only): Insurance is required for loss or damage of/to third person property in the care, custody, or control of the insured in the performance of the contract

in the vicinity of the Republic of the Marshall Islands and up to 350 miles offshore with a limit of \$32,000,000 each occurrence with the following deductibles:

(1) \$2,500 each occurrence with respect to the liability insurance of Stevedores, Terminal Operators, Warehousemen, Motor Truck Cargo, Ship Repairers, Marine Operators, Steamship Agents, Wharfingers, and Vessel Operators and/or Managers.

(2) \$50,000 each occurrence with respect to Pilots' liability.

(3) \$5,000 each occurrence with respect to claims not covered above.

h. Medical Malpractice Liability (applicable to the LSC only): Insurance is required with a limit of \$1,000,000 per occurrence.

i. Airport and Hangarkeepers' Liability Insurance (applicable to the LSC only): Airport bodily injury liability of \$50,000 each person and \$100,000 each occurrence is required. Hangarkeepers' liability of \$10,000,000 each aircraft and \$10,000,000 each loss, with a deductible of \$2,500 per loss, is required.

PROVISIONS OF FUNDING UNDER THE NATIVE AMERICAN INCENTIVE CLAUSE

The parties have agreed that, subject to the allocation of Indian Incentive Program funding by the Office of the Secretary of Defense Small and Disadvantaged Business Office for obligation under this contract, the provision at FAR 52.226-1, Utilization of Indian Organizations and Indian Owned Economic Enterprises (June 2000), is incorporated into this contract. To the extent that such Indian Incentive Program Funding is not allocated by the Office of the Secretary of Defense SADB Office for obligation under this contract, FAR 52.226-1 shall be inoperable, and the U.S. Army and U.S. Army Space and Missile Defense Command shall not be obligated to fund it from other appropriations which may be available to them. The contractor shall provide 20% of any Indian Incentive Program fees derived from this provision to the Quality of Life Integrated Product Team (QOL/IPT) for the general improvement of the USAKA/RTS community as that IPT deems appropriate.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

Option CLINs 0005/0006 may be exercised at any time within the ongoing performance of the basic effort, (CLIN sets 0001/0002 and 0003/0004), by written notice from the Contracting Officer to the contractor, provided that the Contracting Officer shall have given preliminary notice of the government's intent to renew at least sixty (60) days before the contract is to expire. Such preliminary notice shall not be deemed to commit the government to renewal. The total duration of this contract including the exercise of the option under this article shall not exceed 78 months (not inclusive of any Award Term periods of performance that may be earned). Should the government exercise the option hereunder, all contractual terms and conditions shall apply during the option period.

PERSONNEL POLICIES AND BENEFITS:

The contractor's personnel policies and benefits package submitted in accordance with RFP DASG60-01-R-0002, is approved. Any revisions to the package shall be consistent with the requirements of this contract and shall be submitted to the Contracting Officer for approval prior to implementation.

DOCUMENTATION AND PROCEDURES APPLICABLE TO THE "INSURANCE- LIABILITY TO THIRD PERSONS" CLAUSE:

a. The Contractor shall implement FAR 52.228-7(g) by notifying the Contracting Officer within 10 days of any suit or action filed or any claim made against the contractor, when the cost and/or expense of such may be reimbursable under this contract. Within 30 days, the contractor shall furnish the following:

- (1) A written summary of the action/suit.
- (2) Comments on the merits of the case.
- (3) Potential liabilities.
- (4) Applicable insurance coverage.
- (5) A copy of the complaint.
- (6) The name, address, telephone number, and e-mail address of the attorney retained by the contractor and/or the insurer.

b. Following the above notification, the contractor shall forward a copy of all pertinent documents, e.g. answer to the Complaint, Motions, Discovery Request, Depositions, etc., within 10 days after their filing. In addition, the contractor shall submit a quarterly report consolidating prior notices and summarizing the status of each pending action with a projected date for resolution.

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

d. The contractor shall obtain, review, and forward to the Contracting Officer with appropriate comments, the rationale for any insurers declination of coverage or representation. In questionable cases of declination by the insurer, the contractor shall obtain an opinion from privately retained counsel prior to forwarding the documentation to the Contracting Officer.

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

(1) The total amount of legal fees to date for the case.

(2) Detailed, contemporaneous, complete, and standardized time records reflecting the number of hours devoted by the attorney(s) in preparing and presenting the case. To substantiate the number of hours are not excessive, the work performed for each billing period shall be described; the experience and training of each person who worked on the case shall be provided; and the number of hours spent by each shall be furnished.

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

(4) Provide evidence of the prevailing community billing rate for such work and fees charged to the contractor in similar cases for commercial activities.

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

RATED OR AUTHORIZED CONTROLLED MATERIAL ORDERS:

Pursuant to DMS and DPS Regulations No. 1, the contractor shall use Defense Order Rating Number DX-A2 for contract effort pertaining directly to the USAF Ballistic Missile Office, the U.S. Army Space and Missile Defense Command, and other DX rated programs. The contractor shall use Defense Order Rating Number DO-A2 for contract effort either indirectly or not in support of the above mentioned programs.

REIMBURSEMENTS (APPLICABLE TO LSC ONLY):

a. The contractor shall expeditiously credit against amounts otherwise reimbursable under this contract, any collections and interest income or revenue derived from the sale of equipment, materials, services, supplies, or any other operations performed pursuant to contract requirements. These collections may be reimbursed or reimbursable as an allowable cost under the terms of the contract or furnished by the government under the terms of the contract and paid to the contractor either through contractor's billings or cash transactions. The contractor shall exempt merchandising profits transferred to the recreation activity fund from this requirement.

b. The collection of cash for the sale of labor, materials, supplies, equipment, and services shall be at the rates established and subject to the terms and conditions set by the Contracting Officer, as set forth in the USAKA/RTS Financial Policy and Rate Manual. The contractor shall act as a fiduciary agent on behalf of the government in making such collections. The contractor shall maintain appropriate records to account for all such indebtedness to the government and payments received. The contractor shall take appropriate action to ensure timely and zealous collection of all amounts due.

c. The cost principles of FAR 31.201-5 Credits, are incorporated herein by reference. In accordance therewith, the contractor shall immediately credit against any vouchers or billings submitted to the government the specifically identified amount of any interest or revenue accrued or received by the contractor from reimbursements or amounts collected on behalf of the government. The contractor shall treat collections, reimbursement, or interest income or revenue as government funds held solely for and on behalf of the government until appropriate credit or refund action is submitted to the government.

REPATRIATION:

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

RIGHT OF FIRST REFUSAL:

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

SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C 794D), AND THE ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY STANDARDS (36 CODIFICATION OF REGULATIONS (CFR) PART 1194):

When acquiring EIT, the contractor must ensure that – (1) Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities; and (2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to the access to and use of information and data by members of the public who are not individuals with disabilities. Further information is shown on the internet at <http://www.section508.gov>. Federal Acquisition Regulation, Subpart 39.2 has applicability rules and definitions. The 36 CFR part 1194 provides additional information.

SPECIAL EDUCATION:

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

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

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

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

c. Students with special education needs beyond the capability or capacity of the Kwajalein school system, as determined by the Superintendent of Schools, will be permitted access to USAKA/RTS only as unofficial visitors, not to exceed 60 days within a 12-month period, pursuant to the procedures contained in USAKA/RTS Regulation 190-10.

TERMINAL PHASE-OUT:

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

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

c. Toward that end, the contractor agrees to cooperate with the successor, whether it be the government or another contractor, in order to enhance the continuity and consistency of the services called for by the contract. In conjunction with the solicitation of offers for a follow-on contract, the contractor agrees to permit the government to conduct site visits for other potential contractors at all contractor-operated facilities utilized in performance of this contract. During such visits, the contractor agrees to allow said other potential contractors to conduct on-site interviews with contractor employees for possible employment under any follow-on contract. If said employees are agreeable to the change and are accepted by the successor, then the contractor shall release them at a mutually agreeable date.

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

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

TERMS OF THE AWARD TERM INCENTIVE:

a. The contractor can earn extensions to the term of this contract as set forth in the Section H clause entitled "Award Fee/Award Term Evaluation".

b. The government may change the award fee/award term evaluation criteria and the relative importance/weight of such criteria by notifying the contractor and describing the changes in writing no later than forty-five (45) days prior to the commencement of the evaluation period to which such changes are applicable. Such changes shall not entitle the contractor to any equitable adjustment or to any other compensation.

c. The government's award term-determining official will unilaterally decide whether or not the contractor has earned an award term extension. These unilateral award term decisions will be made solely at the discretion of the government

d. All 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 by FAR 9.101.

e. If the contractor has failed to earn an award term by the end of the basic period of performance, the contracting officer may declare that the award-term incentive provisions of this contract are void.

f. If, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance, the contracting officer may cancel any award terms that the Contractor has earned, but that have not commenced, and declare that the award term incentive provisions of this contract are void.

g. If the contracting officer determines that the contractor's performance did not conform to any material requirement of the contract at any time, then the contracting officer may cancel any award terms that the contractor has earned, but that have not commenced, and declare that the award term incentive provisions of the contract are void. The contracting officer's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.

h. The contractor may cancel any award term that it has earned by giving written notice to the contracting officer no less than two (2) years before the date on which the award term is scheduled to begin. If the contractor thus cancels any award term, then the contracting officer will cancel all award terms that the contractor has earned but performance has not yet begun and declare that the award term incentive provisions of the contract are void.

i. The cancellation of any award terms or the voiding of the award term incentive for any of the reasons set forth in this clause shall not be considered either a termination for convenience or a termination for default and shall not entitle the contractor to any equitable adjustment or any other compensation.

h. 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 in this contract.

WORK BREAKDOWN STRUCTURE (WBS):

Following contract award, the contractor shall extend and enhance the WBS included in its proposal in as much detail as necessary to identify and structure the work effort to successfully achieve the PWS requirements of the contract. The WBS will serve as a framework for contract planning, budgeting, and reporting status of costs and schedule to the Government. The contractor shall develop the detailed levels of the WBS in a manner which will assure compatibility with internal organizations and management systems. Major subcontract WBS elements shall be identified in the WBS to include the name of the subcontractor. The fully extended WBS and all changes proposed by the contractor shall require written approval of the Contracting Officer.

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
ATTN: Insert Technical Office POC
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
ATTN: SMDC-PA
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 SMDC-IM-PA 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 Kwajalein Atoll/Reagan Test Site (USAKA/RTS) is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the Commander, USAKA.

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 Performance Work Statement, 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.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
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	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-8	Helium Requirement Forecast And Required Sources For Helium	JUN 1997
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
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	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	MAY 2002
52.225-8	Duty-Free Entry	FEB 2000

52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
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
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	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 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
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	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995

252.209-7004	Under The Intermediate Range Nuclear Forces (INF) Treaty 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
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
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
252.227-7027	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
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

APPLICATION OF FAR CLAUSE 52.232-18, AVAILABILITY OF FUNDS:

FAR Clause 52.232-18, Availability of Funds, is applicable only to the Award-Term Contract Line Items of this contract.

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed -\$0- or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Republic of the Marshall Islands, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Republic of the Marshall Islands, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are

set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 14th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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):

www.arnet.gov

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

- a. FAR Contract Clause 52.222-26, Equal Opportunity, add the following preamble:

This clause is not applicable if this contract is exempt under FAR 22.807 or FAR 22.1308. Exemptions include contracts and subcontracts not exceeding \$10,000, and work under contracts and subcontracts which is to be performed outside the United States by employees who were not recruited within the United States.

- b. FAR Contract Clause 52.222-36, Affirmative Action for Workers with Disabilities, add the following preamble:

This clause is not applicable if this contract is exempt under FAR 22.1408. Exemptions include contracts and subcontracts not exceeding \$2,500, and work under contracts and subcontracts which is to be performed outside the United States by employees who were not recruited in the United States.

- c. FAR Contract Clause 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation, and FAR Contract Clause 52.222-41, Service Contract Act of 1965, As Amended, add the following preamble:

These clauses are applicable only to work performed within the United States.

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 Defense Federal Acquisition Regulation Supplement (48 CFR 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

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

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

- (b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) for Logistics Support	18 Sep 02	7
Contract Security Classification Specification (DD Form 254) for Integrated Range Engineering	18 Sep 02	7
Contract Data Requirements List (CDRL) Master Index		6
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List (NOTE: Data Item Descriptions listed in DOD 5010.12L have not been provided with this solicitation. See FAR Clause 52.211-2 cited in Section L of this RFP.)(Some DIDs have been placed in the Offeror's Document Collection)	31 Oct 01	63
Contract Data Requirements List (DD Form 1423) Exhibit B with Distribution List (NOTE: Data Item Descriptions listed in DOD 5010.12L have not been provided with this solicitation. See FAR Clause 52.211-2 cited in Section L of this RFP.)(Some DIDs have been placed in the Offeror's Document Collection)	31 Oct 01	33
U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) Performance Work Statement (PWS) USAKA/RTS 03-01 Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services	1 Nov 02	291
Government Furnished Property Lists attached hereto by Reference:		
KLS-IRE SOH Material	8 Sep 2001	
KLS, IRE and MIT Property Listing	1 Sep 2001	
Analysis of Existing Facilities (See PWS paragraph 3.C.4.a.1)	July 2001	157
Financial Requirements Manual	31 Jul 01	17
Financial Policy and Rate Manual Revision 3	4 Mar 00	37
Award Fee/Award Term Plan (See also Sections B and H)	20 Sep 01	21

U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
Ballistic Missile Defense Organization Security (OPSEC) threat document which is classified SECRET, attached hereto by reference. Upon request, the Contracting Officer will provide.	Dec 84	18
Strategic Defense Initiative Organization Foreign Intelligence Collections Threat to Strategic Defense Initiative Programs threat document which is classified SECRET NOFORN, incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
Department of Defense Directive 5230.24, Distribution Statements on Technical Documents, incorporated herein by reference. Upon request, the Contracting Officer will provide.	18 Mar 87	
Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, incorporated herein by reference. Upon request, the Contracting Officer will provide.	6 Nov 84	
KRS Small Business Subcontracting Plan	9 Sep 02	11

Contractor's Section K Representations, Certifications, and other Statements of Offeror are incorporated herein by reference.