AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES
	DX-A2	1 | 91

2. CONTRACT *(Proc. Inst. Ident.)* NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
DASG60-02-D-0015	24 Apr 2002	PP02DR01-01

5. ISSUED BY CODE W31RPD
US ARMY SPACE AND MISSILE DEFENSE COMMAN
[redacted]
P.O. BOX 1500
HUNTSVILLE AL 35807-3801

6. ADMINISTERED BY *(If other than Item 5)* CODE S3110A
DCM LOCKHEED MARTIN DELAWARE VALLEY
MAIL STOP AE 2-W
1 FEDERAL STREET
CAMDEN NJ 08102-1013

7. NAME AND ADDRESS OF CONTRACTOR *(No., street, city, county, state and zip code)*
L3 COMMUNICATIONS CORP
L-3 SYSTEMS COMPANY
1 FEDERAL ST
CAMDEN NJ 08103

CODE 1BRA6 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER *(See below)*

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES *(4 copies unless otherwise specified)* TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR CODE
See Schedule

12. PAYMENT WILL BE MADE BY CODE S2202A
DFAS-COLUMBUS CENTER
DFAS-CO-JNC/MINUTEMAN
P.O. BOX 182218
COLUMBUS OH 43218-2218

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

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

15G. TOTAL AMOUNT OF CONTRACT **$650,159,600.00**

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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 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-0003-0002 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**
BY _____
(Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA **20C. DATE SIGNED**
19-Apr-2002
BY [redacted]
(Signature of Contracting Officer)

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1,000.00	Lot	$	$ NTE
	SETAC - FP Labor COST - Provide services outlined in the scope of work (SOW), as defined in a given task order (T/O), at the fixed prices/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH" PURCHASE REQUEST NUMBER PP02DR01-01 ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423				
				MAX COST	$576,309,600.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002			Lot	$	$ NSP
	Data/Deliverables COST - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423s, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A008. Contractor format for Data Item Descriptions is acceptable. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor. PURCHASE REQUEST NUMBER PP02DR01-01 ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423				
				MAX COST	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1,000.00	Lot	$	$ NTE

Consultants

COST - Provide services outlined in the scope of work (SOW) at the cost reimbursable amounts as approved on a task-order-by-task-order basis. Total Fee, including prime and subcontractor/consultant, shall not exceed 3% of the estimated costs. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER PP02DR01-01

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST $33,650,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		1,000.00	Lot	$	$ NTE

Materials and STE

COST - Provide materials, special test equipment (STE), and associated services outlined in the individual task orders at the cost reimbursable amounts as approved by the T/OM and the Contracting Officer. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER PP02DR01-01

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST $9,200,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		1,000.00	Lot	$	$ NTE

Travel

COST - Travel as directed in the individual task orders. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations and the DCAA-approved Company-Implemented Policy and Procedures. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER PP02DR01-01

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST		$25,500,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1,000.00	Lot	$	$ NTE

Mentor Protege Program

COST - Mentoring to be completed IAW individual T/Os issued on a CR basis under this CLIN. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

PURCHASE REQUEST NUMBER PP02DR01-01

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST		$5,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		1,000.00	Lot	$	$ NTE

Indian Incentive Program

COST - Approval and vouchering to be completed IAW individual T/Os issued on a CR basis under this CLIN. NO FEE ON THIS CLIN. This CLIN is valid during the three-year base period as well as any/all award term extensions earned by the contractor.

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST $500,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		1,000.00	Lot	$	$ NTE

SETAC - FP Labor (First Award Term Period)

COST - Provide services outlined in the scope of work (SOW), as defined in a given task order (T/O), at the fixed prices/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH"

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST $206,517,249.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		1,000.00	Lot	$	$ NTE

SETAC - FP Labor (Second Award Term Period)

COST - Provide services outlined in the scope of work (SOW), as defined in a given task order (T/O), at the fixed prices/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH"

ADDITIONAL MARKINGS See Distribution List Attached to DD Form 1423

MAX COST $214,093,859.00

DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS:

a. The total number of DPPHs for this contract is [redacted]

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

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

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

GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH:

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

LABOR CATEGORY	GOVERNMENT FY 02 03 04 05 06 07	PRICE/DPPH CONTRACTOR SITE	PRICE/DPPH GOVERNMENT SITE
Engineer I	SEE EXHIBIT V FOR FIXED PRICES APPLICABLE TO THIS CONTACT		
Engineer II			
Engineer III			
Engineer IV			
Engineer V			
Engineer VI			
Engineer VII			
Engineer VIII			
Analyst I			
Analyst II			
Analyst III			
Analyst IV			
Analyst V			
Analyst VI			
Analyst VII			
Analyst VIII			
Production Engineer I			
Production Engineer II			
Production Engineer III			
Production Engineer IV			
Production Engineer V			
Production Engineer VI			
Production Engineer VII			
Production Engineer VIII			

Programmer I		
Programmer II		
Programmer III		
Programmer IV		
Senior Principal Investigator I		
Senior Principal Investigator II		
Senior Principal Investigator III		
Senior Management/Technical Staff I		
Senior Management/Technical Staff II		
Senior Management/Technical Staff III		
Senior Management/Technical Staff IV		
Technician I		
Technician II		
Technician III		
Technician IV		
Clerk I		NA
Clerk II		NA
Clerk III		NA
Typist/Secretary I	NA	
Typist/Secretary II		NA
Typist/Secretary III		NA
Typist/Secretary IV		NA
Illustrator/Graphics/Tech Writer I		NA
Illustrator/Graphics/Tech Writer II		NA
Illustrator/Graphics/Tech Writer III		NA
Illustrator/Graphics/Tech Writer IV	NA	

b. For employees permanently stationed in the high-cost area(s) below, the fixed-prices above shall be increased by the percentages shown below (as deemed necessary by the Contracting Officer, other sites may be added during contract performance):

Washington DC 15%

c. The following NTEs are applicable during the contract period of performance:

CLIN 0003 Consultants	NTE $33,650,000
CLIN 0004 Material	NTE $ 9,200,000
CLIN 0005 Travel	NTE $25,500,000
CLIN 0006 Mentor-Protégé Program	NTE $ 5,000,000
CLIN 0007 Indian Incentive Program	NTE $ 500,000

GUARANTEED MINIMUM: The guaranteed minimum payments to the contractor under this contract will be $1.5M over the course of the full five-year period of performance. If the contractor does not earn either or both of the award term increments, this minimum guaranteed amount will be adjusted accordingly. For this adjustment, the Government will utilize $300K per year as a downward adjustment to the $1.5M guarantee.

SECTION C Descriptions and Specifications

SYSTEMS ENGINEERING AND TECHNICAL ASSISTANCE CONTRACT (SETAC)

SCOPE OF WORK (SOW)
SW-ZZ-16-01

20 Mar 02

1.0 INTRODUCTION AND BACKGROUND

1.1.1 The U.S. Army Space and Missile Defense Command (USASMDC), Program Executive Office-Air and Missile Defense (PEO-AMD), and National Missile Defense Joint Program Office (NMDJPO) have been directed to participate in vigorous Ballistic Missile Defense (BMD) technology programs, including air, space, and missile defense. The USASMDC and PEO-AMD missions are to conduct a coordinated research and development program in accordance with Department of Defense (DoD), Missile Defense Agency (MDA), and Army guidance. The goal of services hereby obtained is to ensure a timely, energetic, and cost effective development of technologies for defense against evolving threats; to coordinate all technology base development to maximize benefits for strategic and theater missile defense and air/space technology programs; and to ensure programs are in regulatory compliance. The USASMDC, PEO-AMD, and NMDJPO act to manage the Army's research and development effort, to advance the technologies of ballistic missile defense, air and space technology, and to provide a system technology base for a range of future defense applications. These programs evolve around seven major functions:

1.1.1.1 Requirements Definition, Integration, and Planning

1.1.1.2 Technology Development, System Development, Assessment, and Validation

1.1.1.3 Threat Estimation/Projections

1.1.1.4 Weapons Lethality and Effects Estimation

1.1.1.5 Modeling, Simulation, and Interfacing

1.1.1.6 Program/Project Analysis, Evaluation, Experimentation, and Support

1.1.1.7 Production and Fielding Support

1.1.2 The programs are continually changing based on evolving technology, new doctrine, and changing government emphasis. Current emphasis is to research, evaluate, prove the effectiveness of various components and systems, and support production and fielding. The USASMDC, PEO-AMD, and NMDJPO have structured research programs integrating an extremely wide range of technologies and support functions into system concepts and/or hardware components/system platforms. In addition to DoD elements and participating government agencies, many industrial firms, large and small, are also involved as government contractors. The purpose of this contract is to obtain systems engineering and technical assistance for USASMDC, PEO-AMD, and NMDJPO and other associated air, space, and missile defense organizations related to the many tasks and projects which fall within the broad categories of air, space, and missile defense activities under the missions of those agencies, as they are defined by Higher Headquarters, Congress, and the Department of Defense.

2.0 SCOPE AND GENERAL REQUIREMENTS

2.1.1 The general areas to be supported for the duration of the contract are set forth in this Scope of Work. These areas are not meant to be definitive, but rather, represent in summary form the general areas to be supported. Therefore, the SOW is deemed to be a basic expression of the contract requirement. Specific performance requirements will be set forth in Task Orders (T/Os) issued under the contract. The T/Os may be issued for USASMDC, PEO-AMD, NMDJPO, other associated air, space, and missile defense organizations, or as directed by higher Headquarters, in support of their current Mission and Function Statements

2.1.2 The contractor shall conduct studies, and provide concept system definition and related documentation to support the study results; provide independent analyses, simulations, technological assessments; and perform other related tasks in systems definition, experiments, technology demonstration, system development, and production and fielding. The contractor shall analyze, critique, and assess the adequacy, timeliness, and cost effectiveness of work performed by other contractors. The contractor shall identify issues and shall formulate and provide alternatives for issue resolution. The contractor shall have a working knowledge of the DoD 5000 acquisition milestone review process and shall be knowledgeable of initiatives in the acquisition arena.

2.1.3 The contractor shall implement the SETAC Operations Security (OPSEC)/TEMPEST Plan in performance of any portion of the contract requiring OPSEC. The plan, as updated, shall continue to conform to the requirements of the DD Form 1423 and further instructions contained in the current AR 530-1.

2.1.4 In performing this SOW, the contractor may be required to interact with USASMDC, PEO-AMD, and NMDJPO, with other contractors, and with various other governmental agencies, as designated by T/O statements of work. Such interaction shall be conducted only to the extent addressed in the specific T/O or routine technical discussions with the task order monitor (T/OM).

2.1.5 Changes in emphasis and significant changes in program direction are inevitable with respect to approved projects. The contractor shall be responsive to such changes as they are defined by the issuance of T/Os. Therefore, the contractor shall be responsive to new, revised, or terminated effort.

2.1.6 The contractor shall perform specific work as directed, and funded, by individual T/Os. Each T/O will include, at a minimum, the estimated Direct Productive Person Hours (DPPHs) for the fixed-price labor categories and the cost-reimbursable consultant category; the applicable funding; the T/O ceiling for labor, consultant, travel, and materials; the period of performance; the required deliverables; the T/O statement of work; and any special instructions applicable to the given T/O.

2.1.7 The contractor shall provide a Task Order Management Plan (T/OMP) which shall define a management system to plan and control the SETAC effort under each specific T/O. The T/OMP must delineate how the contractor plans to accomplish the effort supporting the specific T/O, to include a breakout of DPPHs, travel, required material, a milestone schedule, and a schedule for the planned expenditure of funds.

2.1.8 The contractor shall prepare and deliver to the government the technical data in accordance with the requirements and schedules set forth in the CDRL DD Form 1423. It is not the intent of the government to have new data formats prepared where existing ones may suffice. Thus, contractor-internal procedures, which are acceptable to the Contracting Officer as equivalent to the requirements of data item(s), DD Form 1664, may be used for submittal to the government.

2.1.9 The contractor shall host and conduct status meetings at his facility. These meetings, as scheduled by specific T/O, shall be structured to provide the government with an up-to-date status of the contractor's technical and programmatic progress. Following each such meeting, the contractor shall prepare a report for Government approval, as required.

2.1.10 The contractor shall maintain all Contractor Acquired Property (CAP) and Government Furnished Property/Equipment (GFP/GFE) in an operational state.

3.0 CONTRACTOR REQUIREMENTS

3.1.1 The SETAC contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual T/Os issued during the period of performance) related to the tasks as defined in 2.1.2 above. The contractor must be capable of providing flexible, responsive, and high quality systems engineering and technical support relating to the missions of the USASMDC, PEO-AMD, NMDJPO, and other associated air, space, and missile defense organizations, as described in 1.1.1, above. The contractor's technical effort shall be under the direction of a Program Manager (PM). The PM shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews necessary to assure effective contract performance.

3.1.2 The contractor shall ensure that adequate technical capability is available to provide responses to specific tasks based on a 40-hour work week. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the T/Os as issued under this contract. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor. Task priorities, short-notice suspenses, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements on all T/Os.

3.1.3 The contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW, as directed by individual T/Os. The TDY locations include, but are not limited to, Washington, DC, White Sands, NM, Kwajalein Missile Range, Wake Island, Kodiak, AK, Colorado Springs, CO, Los Angeles, CA, and various OCONUS locations, to include Honolulu, HI, Europe, and the Far East. The T/Os will specify authorized travel locations and the NTE ceiling for the given effort. Travel to locations other than those specified in the T/O requires the prior written approval of the applicable T/OM.

4.0 SECURITY

4.1.1 Certain contractor personnel must possess TOP SECRET/Sensitive Compartmented Information (SCI) CLEARANCE access and/or be eligible for immediate adjudication by the cognizant security authority upon award of the contract. Future requirements for SCI-eligible personnel shall be established by individual T/Os. The T/OMs shall apprise the contractor of any increased security requirements. The contractor shall submit adequate clearance packages within ten (10) calendar days of identification of any increased security requirements.

4.1.2 Some T/Os issued under this contract may require access to, and clearance for, Special Access Programs (SAPs) up to and including the TOP SECRET/SCI level. The T/Os requiring such access will be awarded or modified accordingly with a revised DD254 allowing appropriate access and outlining the specific security requirements.

4.1.3 As identified in individual T/Os, the Government shall provide a limited, temporary work area for two to three contractor personnel on an "as needed" basis at Government Sensitive Compartmented Information Facilities (SCIFs). Storage space, electronic SCI message support, and SCI billet indoctrination support shall be provided by the government.

4.1.4 The SETAC will require access to Sensitive Compartmented Information (SCI) data in order to perform analysis and assess the adequacy of the work performed by other contractors. This data and other related information will be used to check the adequacy of sources to provide the T/OM with an accurate assessment of the threat to the system and assist in the planning and the conduct of analyses, simulations, assessments, system tests, and other related tasks. The SCI-cleared contractors will be required in conjunction with their SCI contract monitor, to interface with key USASMDC, PEO-AMD, NMDJPO, and other government personnel, and enter into SCI discussions to assist in assessment and decisions on the programs.

4.1.5 The contractor shall perform in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22M) and ensure that all classified material is handled in accordance with the latest appropriate security classification specifications.

5.0 MEETINGS/BRIEFINGS/PUBLICATIONS

5.1.1 The contractor shall participate in Technical Interchange Meetings (TIMs), to be scheduled upon request of the T/OM, to discuss and to informally evaluate the SETAC contractor's efforts and accomplishments in direct relation to specific T/Os. During these meetings, the contractor shall present necessary data to enable a joint review of its various assigned tasks, along with attendant schedules, and resource expenditures. The contractor shall present and participate in technical discussions and shall inform, in a timely fashion, the T/OM of any problems with contract execution and any proposed solutions. During these TIMs, the T/OM may also informally evaluate the on-going SETAC performance.

5.1.2 The contractor shall attend and participate in Program Management Reviews (PMRs), Integrated Process Teams (IPTs), and other meetings, as scheduled by the T/OM.

5.1.3 The contractor shall provide technical orientation briefings, as directed.

6.0 DELIVERABLES

6.1.1 Documentation developed under this contract shall be delivered as specified in individual T/Os. Individual T/Os will indicate the media type, as well as the quantity of copies of the work products required for delivery. The contractor shall be proficient in the use of the current Government/command-standard software and shall possess the capability to deliver the automated data in the command-standard software format. Delivery will typically be required only in electronic media form; all such deliveries shall be virus free.

6.1.2 All deliverables, either stated in a given T/O or required as a standard item pursuant to this contract, will be strictly in accordance with the DD Form 1423, Contract Data Requirements List (CDRLs).

6.1.3 Any commercial computer hardware, software and/or systems delivered under this contract shall successfully operate in the twenty-first century with the correct system date and without human intervention, including leap year calculations. Furthermore, they must produce fault-free performance in processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing).

6.1.4 As directed by the T/OM, software developed incidental to the performance of this contract shall be delivered to the Government as both source and executable code and shall be considered a "Special Work" pursuant to DFARs 252.227-7020, Rights in Special Works. (A004)

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

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

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. Labor and Consultants: The contractor shall provide all DPPHs, as ordered, data, and reports required by all Task Orders (T/O) within thirty-six (36) months after the effective date of the contract, unless extended via one or both of the potential award term periods. If extended via the first award term period, the period of performance will be increased by an additional twelve (12) months. If the second award term period is executed, the period of performance will be increased by another twelve (12) months. The total period of performance, including the basic and both award term periods, shall not exceed sixty (60) months after the effective date of the contract.

b. Task Orders (T/Os): Each T/O issued pursuant to the clause herein titled "Task Order Procedure" will specify the period of performance applicable thereto. However, in no event shall the period of performance of any T/O extend beyond the period of performance of the contract.

c. Cost Reimbursable CLINs for Materials and Travel: The contractor shall complete all travel and provide all material items, as directed, within the applicable period of performance stated in a. and b. above.

d. Mentor-Protégé Program: The contractor shall complete all approved mentoring activities within the applicable period of performance stated in a. and b. above.

e. Indian Incentive Program: The contractor shall complete all approved activities/vouchering activities within the applicable period of performance stated in a. and b. above.

DELIVERY OF DATA:

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

b. The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

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

d. Electronic media, including email, shall be utilized to the maximum extent practical. The Software and report formats utilized shall be in accordance with the then-current Command standard.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA:	To Be Provided in Individual Task Orders	000000000000
AMOUNT:	$0.00	

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION PROCEDURES:

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All correspondence pertaining to this contract will be addressed to:

U.S. Army Space and Missile Defense Command
ATTN: [redacted]
P O Box 1500
Huntsville, AL 35807-3801

c. The telephone and FAX number of the Contract Specialist (CS) is:

Contract Specialist: [redacted]
Phone: [redacted]
E-Mail: [redacted]
FAX: [redacted]

d. If this contract is being administered by a Defense Contract Management Agency (DCMA), inquiries concerning normal contract administration should be referred to the DCMA-assigned office (see Block 24 of the SF 33 or Block 6 of the SF 26).

CONTRACTOR'S CONTRACT ADMINISTRATION.

The Contractor's contract administration functions will be performed at the following address:

Name and Title [redacted]

Responsible Office [redacted]

Telephone Number [redacted]

DUNS # 618019632 CAGE # 1BRA6

INVOICING AND VOUCHERING:

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

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

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

d. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" and (2) the words "BMD CONTRACT" in bold type on the face page of the voucher.

e. Vouchers/Invoices shall be prepared in such a manner that only one Task Order (T/O) is addressed on each. Both "current" and "cumulative" data will be provided on each voucher.

f. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

g. The contractor shall substantiate vouchers/invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Such substantiation data shall be maintained and readily available for audit purposes, but shall not be included with the voucher submitted to the Finance and Accounting Office.

h. The contractor may submit public vouchers, not more frequently than twice per month on each individual T/O, based on the DPPHs expended under that T/O, plus appropriate travel and materials costs. The vouchers shall be computed based on the DPPHs expended in the performance of the individual T/O multiplied by the fixed-price rates specified in the Section B paragraph entitled "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH" of this contract, as well as actual costs for Consultants, materials and travel, as applicable.

i. If requested by the SETAC Contracting Officer, on a case-by-case basis, a copy of a voucher, together with any necessary supporting documentation, shall be provided to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26.

j. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein). Specific written payment instructions will be provided in each T/O issued under this contract.

k. For T/Os consisting of only Fixed-Price CLINS, the contractor shall submit a completion voucher, designated as such, promptly upon completion of the work, but no later than six months from the completion date. Upon

approval by the appropriate Task Order Monitor (T/OM) and the Contracting Officer, as well as the contractor's compliance with all terms of this contract (including the certification required by the Section B paragraph entitled, "DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS"), the Government shall pay any balance for allowable DPPHs not previously paid.

l. For T/Os which have Cost Reimbursable CLINS, the contractor shall submit a completion voucher, designated as such, promptly upon completion of the work, but no later than six months from the completion date. Upon concurrence by the appropriate T/OM; approval by DCAA; and the contractor's compliance with all terms of this contract (including the certification required by the Section B paragraph entitled, "DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS"), the Government shall pay any balance of allowable costs not previously paid.

m. The contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment on a specific T/O issued under this contract, shall execute and deliver, at the time of, and as a condition precedent to, any final T/O payment under this contract, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific Task Order.

n. The cognizant DCAA shall do a final audit on the contract at the end of the period of performance to determine allowable costs, appropriate indirect rates, etc. for the overall contract. At the conclusion of the audit, DCAA shall make all necessary adjustments to the contract, including those necessary on the previously closed T/Os (as discussed in k. and l. above). These adjustments will be charged off against the remaining unclosed T/Os.

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, of the SF 26. However, the duties described in the following FAR 42.302(a) paragraphs will remain the responsibility of the PCO: (3), (12), (27), (38), (40), (41), (44), and (45). 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.

ACCOUNTING AND APPROPRIATION DATA: As funds will be obligated by Task Orders (T/Os) issued under the contract, all accounting and appropriation data will be provided on the individual T/Os.

INCREMENTAL FUNDING: The task orders issued under this contract will be incrementally funded in accordance with the clause FAR 52.232-22. The Government will not be obligated to reimburse the contractor in excess of the amount allotted to a specific ACRN on any given task order, nor any amount in excess of the total obligated funding on any given task order. Additionally, allotments of funds will become available only by modification to any given task order.

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PERFORMANCE IN ACCORDANCE WITH THE "FIFTY PERCENT" RULE:

a. This clause is applicable only to awardees under the HUBZone set-aside award, the 8(a) set-aside award, and the small business set-aside awards.

b. During performance of this contract, which contains the clause at FAR 52.219-14, LIMITATION ON SUBCONTRACTING, the contractor agrees to perform in accordance with said clause and the applicable Affiliation Rules applicable during the acquisition (RFP DASG60-01-R-0003).

c. The term "prime" includes Joint Ventures and Teams in certain situations. The following CODE OF FEDERAL REGULATIONS (CFR) citations are applicable to those situations:

13CFR 125.6(g)
13 CFR 121.103 (f)(3)
13 CFR 124.513 and
13 CFR 126.616

AWARD-TERM INCENTIVE:

a. The contractor may earn extensions to the contract period of performance on the basis of overall performance as evaluated by the government during the evaluation periods and in accordance with the contracts "Award-Term Plan" incorporated herein and attached as set forth in Section J (Exhibit 1).

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

c. Period of Performance: The contract "base" period of performance of three (3) years may be extended in one year "award-term" increments, up to an additional two (2) years, based on overall exceptional contract performance under this contract. In no event will this contract be extended beyond a five (5) year period of performance. In no event shall the period of performance of any task order extend beyond the period of performance of the contract.

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

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

f. Award-Term Administration: During the contracts first six months of performance, the contractor will be evaluated on a "shadow" basis where the results will not be included in an award term decision. The second evaluation period, which will affect the award-term period of performance, will commence at the beginning of month seven (7) and will conclude at the end of month eighteen (18). The third evaluation period will commence at the beginning of month nineteen (19) and will conclude at the end of month thirty (30). Interim evaluations charting the contractor's performance and highlighting areas of government concern may be conducted at any time during the

performance period at the discretion of the contracting officer. The annual evaluation and any applicable interim evaluations will be formally evaluated to obtain a "final" score. The final score will be used as the basis for the award-term decision. 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 in FAR 9.101.

g. Award-Term Decisions: The contractor's final average numerical score must be positive 20 (+20) points or above to be awarded an additional contract year.

h. Award-Terms Not Earned: If the contractor has failed to earn an award-term by the end of the second evaluation period, the award-term incentive provisions of this contract are void and the contract will end at the conclusion of month thirty-six (36). If the contractor has failed to earn an award-term incentive at the end of the third evaluation period, the contract will end at the conclusion of month forty-eight (48). The voiding or cancellation of any award-term incentive for any reason stated in this clause shall not be considered either a termination for convenience or a termination for default and shall not entitle the contractor to an equitable adjustment or any other compensation.

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

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

COMMERICAL COMPUTER SOFTWARE LICENSES: Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall be obtained in the name of the U.S. Government and a copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses shall not be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's/subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to re-host software on a different computer, and to permit use by support contractors.

CONTINGENCY/WAR CLAUSE:

a. The requirements of this contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Army and Allied Forces operating around the world; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below (this clause only applicable IF authorized in the specific task order document itself).

b. If so directed by the Procuring Contracting Officer (PCO), the contractor shall continue to perform all Systems Engineering and Technical Assistance requirements of this contract to the best of their ability during crises situations including any state of war, whether declared or undeclared, any state of emergency, commencement of hostilities, internal strife, rioting, civil disturbance, or activities of any type which would endanger the welfare and security of U.S. and allied forces around the world.

c. Crises situations shall be determined by the overseas theater Commander-in-Chief or when defense readiness condition (DEFCON) three (3) declared for the area.

d. Such continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred for performance during crises situations. The contractor shall notify PCO of any increase or decrease in costs within ninety (90) days after continued performance during crises

situation has been directed by the PCO. As soon as practical after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the "Disputes" clause.

e. In connection with the contingency/war situation, contractor personnel will be integrated into any Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

f. Further, in this situation, the following privileges will be granted to contractor personnel, if available, unless they conflict with any agreement (i.e. status of forces agreements) reached between other foreign countries and the United States:

1. Military of State Department sponsorship/protection of personnel.

2. Theater clearance and entry visas.

3. Contractor Logistical Support Privileges (Base Support):

(a) Same as army officers (i.e. supplies, quarters, transportation, etc.)

(b) Access to mess.

(c) Access of commissary (including rational items).

(d) AAFES facilities (military exchange) (includes rationed items).

DIRECTED SUBCONTRACTORS:

a. Based on technical requirements, the Government may, from time to time, direct the prime contractor to utilize a specific subcontractor in the performance of all or a portion of a given task order (T/O).

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

ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE:

a. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract includes advisory and assistance services; a myriad of systems engineering efforts; support in the preparation of specifications and work statements; technical evaluation of other contractors products and services; and access to other contractors' proprietary information. Consequently, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. It is the intention of the parties that the contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the contractor agrees that it will seek the prior written approval of both the SETAC Contracting Officer and the Contracting Officer on the other acquisition before participating in any U.S. Army Space and Missile Defense Command (USASMDC), including U.S. Army Space Command (ARSPACE) and High Energy Laser Systems Test Facility (HELSTF); USASMDC-Washington (USASMDC-W); Program Executive Office-Air and Missile Defense (PEO-AMD); National Missile Defense Joint Program Office (NMDJPO); or Missile Defense Agency (MDA) contract as a contractor, subcontractor, or consultant to provide material, equipment or services. Prime contractors will be subject to this restriction, except as a source for

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

b. The effort to be performed under this contract includes providing systems engineering and technical direction; input to preparation of specifications and scopes of work; assistance to the Government during technical evaluations of other contractors' offers and products; and access to third-party proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

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

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

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

f. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.

g. The contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the given subcontract. The subcontractor shall not participate in any USASMDC, including ARSPACE and HELSTF; USASMDC-W; PEO-AMD; NMDJPO; or MDA contract in the applicable technical area(s) without written approval of the SETAC Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for one (1) year thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be

submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor for a waiver of the above restrictions.

LABOR CATEGORY DEFINITIONS: The applicable government labor categories are shown at Exhibit IV to this contract.

MANAGEMENT PLANNING AND CONTROL:

a. The contractor shall establish, maintain, and use in the performance of this contract a management control system (MCS) capable of accepting multiple packages of funds, planning, scheduling, and collecting costs for multiple packages of unique work; providing status; and vouchering the Government in accordance with specified requirements.

b. The contractor will utilize their MCS to establish a baseline, collect costs at the ACRN level, and report status to the Government on a monthly basis. (CDRL ITEM A003)

c. Following contract award, the Government may elect to have a representative(s) visit the contractor's facility to ascertain that the MCS meets the above-stated requirements and has been properly implemented on this contract.

MATERIALS AND SPECIAL TEST EQUIPMENT (STE):

a. It is not the intent of the Government to facilitize any contractor performing this contract. In accordance with FAR 45, the contractor shall provide all resources necessary to perform the task orders issued hereunder.

b. The Materials CLIN of this contract allows for the purchase of consumable materials, STE, and materials required to fabricate a deliverable end-item for the Government. Unless specific approval is included in the MATERIALS section of a given task order, all materials that the contractor intends to direct charge to the contract/task order requires the prior written approval of the SETAC Contracting Officer.

c. Prior to the purchase or lease of any of the following materials, and services therefor, the contractor must obtain the written approval of the Contracting Officer:

- Automated Data Processing Equipment (ADPE)/Computer Hardware and Firmware;
- ADPE Support Equipment;
- Printing and Reproduction equipment
- Software;
- Telecommunications Equipment;
- Support services for any/all of the above; and
- All other items which the contractor intends to direct charge to the contract or which could potentially be considered to fall within the parameters of the FAR 45.301 definition of facilities.

MINIMUM PERSONNEL REQUIREMENTS: During the performance of this contract, the contractor shall ensure that each individual charged to any task order (T/O) issued hereunder meets or exceeds the minimum requirements stated for the government labor category to which that individual is charged.

USE OF NON-U.S. CITIZENS:

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

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

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

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

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

ORGANIZATIONAL CONFLICTS OF INTEREST REGARDING PREVIOUSLY-SUPPLIED PRODUCTS:

a. A potential exists for the prime contractor, or one of the subcontractors, for this effort to become involved with work under a Task Order (T/O) that raises the potential for a violation of the Organizational Conflict of Interest rule defined by FAR 9.505-3(a), namely the appearance of bias related to self-assessment. Such would include technical evaluations of that firm's (or an affiliate's) proposal and reviews to assess the designs, or other development products, that such firm (or an affiliate) has previously delivered under a Government contract.

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

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

CEILINGS ON INDIRECT COSTS FOR COST REIMBURSABLE CLINS: The parties agree that the following overhead ceilings will apply to all cost reimbursable CLINs.

DIRECT LABOR OVERHEAD CEILING RATE (%) FOR CONTRACTOR FISCAL YEAR

	2002	2003	2004	2005	2006	2007
BASIC CONTRACT			*			

* Not applicable as L-3 Communications Systems Company does not have a direct labor overhead on this contract.

GENERAL AND ADMINISTRATIVE (G&A) CEILING RATE (%) FOR CONTRACTOR FISCAL YEAR

	2002	2003	2004	2005	2006	2007
BASIC CONTRACT						

PRE-CONTRACT COSTS: The offeror is expressly informed that it will not be reimbursed for any costs incurred prior to the effective date of any task order issued hereunder, unless such costs are specifically authorized in writing by the SETAC Contracting Officer.

REIMBURSEMENT OF OTHER DIRECT COSTS:

a. Travel Reimbursement:

(1) The Government will reimburse the Contractor for TDY/nonlocal travel as determined to be necessary for the performance of assigned tasks and as included in the fully-executed task order or as approved by the Task Order Monitor within his/her authority as granted in the contract and his/her task order.

(2) The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) will not be reimbursed. Per diem will be paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Indirect expense is allowable if travel is normally part of the Contractor's allocation base.

(3) The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance.

b. Other Costs: The Government will reimburse the Contractor for other costs (e.g. material, equipment, large-volume reproduction for deliverables, etc.) as deemed necessary for the performance of assigned tasks and as approved by the Contracting Officer. Specific criteria and allowances will be incorporated in task orders executed pursuant to the terms and conditions of this contract. G&A expenses are allowable. Materials direct charged to this contract are subject to Contracting Officer approval in accordance with the MATERIALS AND SPECIAL TEST EQUIPMENT (STE) clause.

SERVICES FURNISHED BY THE GOVERNMENT:

In connection with services to be rendered under the SOW, the U.S. Government shall authorize the following individual logistic support to designated representatives of the contractor, when reasonably available and upon approval of the local U.S. military commander (such services only applicable IF authorized in the specific task order document itself):

a. Status of Forces Agreement status as a USFK technical representative.

b. USFK ration control privileges, Unaccompanied personnel.

c. Listing of all authorized logistic support items:

(1) Commissary (includes rationed items).

(2) AAFES Facilities/Military Exchange (includes rationed items).

(3) Armed Forces Recreation Facilities.

(4) Class VI Alcoholic Beverages (includes rationed items).

(5) Credit Union/Military Banking Facilities.

(6) Legal Assistance (as required).

(7) Local Morale/Welfare Recreation Services.

(8) Emergency Medical/Dental Services (on reimbursable basis).

(9) Military Postal Services.

(10) Military Club System (Officer/NCO).

(11) Government Billeting (GS-13/14 level).

COMMAND TASK ORDER (T/O) OMBUDSMAN: During the performance of this contract, the following office is established to review complaints concerning the circumstances surrounding the issuance, or modification, of any and all T/Os, as well as to ensure that all contractors are afforded a fair opportunity to be considered for all T/Os awarded:

[redacted] Competition Advocate
HQ, U.S. Army Space and Missile Defense Command
P.O. Box 15280
Arlington, Virginia 22215-0280
Telephone: [redacted]

TASK ORDER PROCEDURE:

a. In accordance with the Federal Acquisition Streamlining Act (FASA), requirements for advisory and assistance services in excess of three years and $10M will be filled utilizing Multiple Award, Task Order, ID/IQ contract procedures. Contractor selection for each task will, therefore, be accomplished as a separate action for each T/O issued under the contracts.

b. The contractor shall incur costs under this contract only in the performance of Task Orders (T/Os) and modifications to T/Os issued by the Contracting Officer in accordance with this procedure. No other costs are authorized without the express written consent of the Contracting Officer.

c. Without the written approval of the SETAC Contracting Officer, the contractor **shall not** exceed the ceiling costs or be outside the plus/minus ten percent (10%) range of the planned DPPHs as specified in each T/O. Any changes to task content, available funding, total DPPHs, T/O ceilings, NTE amounts, schedules, and deliverables shall be documented by a modification to the task order.

d. The T/O document will be issued by the Contracting Officer to the contractor incorporating, as a minimum, (i) a detailed description of the task/subtasks to be performed; (ii) all deliverable items; (iii) the overall period of performance; (iv) listing of any government-furnished property to be provided/utilized; and (v) if Government-site support is anticipated. Deliverables may consist of charts, reports, briefing notes, tabulations, view graphs, computer software, materials, and presentation, as appropriate.

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

f. During the source selection process, each awardee will be provided a fair opportunity to be considered for each order in excess of $2,500. In the award of T/Os, the Contracting Officer shall exercise broad discretion in the consideration of the following factors:

(1) The existence of an Organizational Conflict of Interest (OCI);
(2) The contractor's ability to meet security requirements;
(3) Past performance in a given functional area identified in source selection and/or on previous tasks/efforts performed by a given contractor;
(4) The Government's assessment of the contractor's expertise in the specific effort to be accomplished;
(5) Price and price-related factors in the performance of the new task;
(6) Quality of deliverables provided by a given contractor on previous tasks/efforts;
(7) Cost control ability, including effective pass-thru amounts, demonstrated by previous tasks/efforts and/or required due to the complexity of the proposed T/O;
(8) Other related customer-added criteria necessary for performance of the effort;
(9) Urgency of the requirement;
(10) Uniqueness of the requirement;
(11) Whether the task is considered to be a continuation of a previously issued T/O;
(12) Whether the task is a legitimate sole-source situation; and
(13) Whether the award is reserved for a given source in order to accomplish the minimum award guarantees.

g. The Contracting Officer reserves the right to make informal competitive T/O awards without holding discussions and without even contacting each of the contract awardees. In such an event, the Contracting Officer shall make, and document the basis for, the selection utilizing requiring activity recommendations and other readily-available information, ensuring that each awardee is provided a fair opportunity for award of each such T/O.

h. Further, the Contracting Officer reserves the right to employ formal selection procedures among the contract awardees for each individual T/O, when it is determined that such is in the best interest of the Government. During such competitions, the exact procedures (oral versus written proposals) and the evaluation factors (and weightings therefor) will be as stated in the T/O requirements package (T/ORP).

i. The contractor shall submit a Task Order Management Plan (T/OMP) within five (5) workin days after receiving the T/O. The contractor shall NOT reiterate the T/O, but shall concentrate the T/OMP narrative on the approach and rationale supporting the approach. Personnel proposed shall be supported in terms of rationale/basis for selection, qualifications, and relevance of qualifications. The T/OMP shall provide the contractor's detailed approach to accomplishing the requirements of the task, as well as the proposed breakout of DPPHs by labor category and by month for the overall period of performance of the T/O. An oral presentation may be required in lieu of or in addition to the written T/OMP. The Contracting Officer will provide specific direction. The Government will reimburse only T/OMP development on informally-competitive T/Os. The cost of development of T/OMPs that are formally-competed shall be borne by the contractor and subject to cost accounting procedures set forth in the Disclosure Statement filed with the cognizant DCMA Administrative Contracting Officer.

j. The contractor shall initiate task performance promptly upon receipt of a fully executed T/O. If, upon submission of the contractor's T/OMP, it is necessary to enter into discussions/negotiations to reach a mutual agreement relative to the T/OMP, the contractor will continue to perform the T/O unless otherwise notified by the Contracting Officer that performance should cease until the outstanding issues are resolved.

k. With the exception of T/Os utilizing Operations & Maintenance (O&M) funds, it is the Government's intent to incrementally fund T/Os issued hereunder. The "Limitations of Funds" clause contained in Section I herein will be applicable to all funding actions and shall apply at the ACRN level. This ordering procedure is of a lesser order of precedence than the "Limitation of Funds" clause of the contract, therefore, the contractor is not authorized to incur costs on T/Os that are not in compliance with this clause.

l. No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a T/O, except on the grounds that the order increases the scope or maximum value of the contract in total.

m. All T/O awards are under the oversight of the Command Task Order Ombudsman, identified in the Section H paragraph entitled, "COMMAND TASK ORDER (T/O) OMBUDSMAN". He will be available to address all concerns/issues associated with issuance of T/Os that are raised during the life of the contract.

TRANSITION PERIODS:

a. "Transition In" - It is the intent of the Government to provide for an orderly transition of the support function between the current contracts, DASG60-97-D-0001, DASG60-97-D-0002, DASG60-97-D-0003 and DASG60-97-D-0004, and the anticipated contract awardees under the attached Statement of Work. To that end, the transition-in period will be from contract(s) award to the end of the current contract (23 April 2002). The transition may involve the transfer of facilities, documentation, intellectual property, operating procedures and other resources necessary to ensure that the full requirements of the Government Statement of Work are met. Transition activities will include attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic information between all contractors/teams, toward the goal of meeting Government requirements. The level and amount of transfer required will be dependent upon the particular contractors involved and the programs they support. The transition requirements that may be placed upon the contractor for the current SETAC will be accomplished via a Task Order (T/O) that will be issued in time to begin an orderly transition. The initial T/Os will include appropriate associated transition requirements. Both will be tailored to the particular contractor(s) involved. The Government will meet with the involved parties to schedule and arrange for the details of the transition period events. (NOTE: The only allowable costs associated with this transition-in period will be the cost for transfer of Special Test Equipment which will be covered in the initial T/Os issued under this contract. All other costs associated with the above-referenced transition activities will be the sole responsibility of the contractor.)

b. "Transition Out" - It is the intent of the Government to provide for an orderly transition from the contracts resulting from RFP DASG60-01-R-0003 to any follow-on contract(s). To that end, the transition-out period will be approximately ninety (90) days prior to the end of the resulting contracts. The contractor will be required to work closely with any follow-on SETAC contractor for approximately 90 days prior to the end of contract as stated above, in order to assure uninterrupted SETAC support, and assumption of follow-on SETAC contractor responsibility. The transition may involve the transfer of facilities, documentation, intellectual property, operating procedures and other resources necessary to ensure the full requirements of the Government Statement of Work are met. The "Transition-Out" will include attendance at program reviews, participation in working groups, briefings, on-site communications, and full disclosure of technical, cost, and programmatic information between all contractors/teams associated with meeting the various on-going Primary-Organization-Elements requirements. The Government will, prior to transition, meet with the involved parties to schedule and arrange for the transition period events. The transition requirements that may be placed upon the contractor will be accomplished via T/Os that will be issued in time to begin an orderly transition. The T/O will be tailored to the particular contractor(s) involved and their on-going T/Os.

USE OF GOVERNMENT SOURCES OF SUPPLY:

a. Government sources of supply may be utilized for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable.

b. Only for purchases charged directly to this contract shall title vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

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 Task Order Monitor noted in the specific task order, 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 Office Symbol for Task Order Monitor
P. O. Box 1500
Huntsville, AL 35807-3801

c. The Task Order 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 to the Task Order Monitor in accordance with the instructions above.

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 Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the task order monitors (T/OMs) assigned in the individual task orders (T/Os) as executed by the SETAC Contracting Officers.

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

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

GOVERNMENT-FURNISHED COMPUTER TIME:

a. Up to 15,000 hours of Government-furnished computer time are available for contractor use at the Simulation Center (SC) located in the USASMDC Building, Huntsville, Alabama. The SC is managed by USASMDC, Computer Resources and Engineering Division.

b. Up to 12,000 hours of Government-furnished computer time are available for contractor use at the Advanced Research Center (ARC) located in Huntsville, Alabama. The ARC is managed by USASMDC, Computer Resources and Engineering Division.

c. The contractor requiring Government-furnished computer time must determine the number of SC hours and the number of ARC hours separately. It is not necessary to identify the computer system, only the number of required computer hours. The computer time identified by the contractor will be allocated to the fastest computer system and automatically allocated to other computer systems when the contractor is authorized access.

KEY PERSONNEL:

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

b. Key Personnel List:

NAME	POSITION
[redacted]	

METRIC AND PRODUCT ASSURANCE REQUIREMENTS: The contractor shall assure that all deliverables under this contract shall meet industry standards of quality and, where practical, metric measurements.

NATIONAL TEST RANGE BASE SUPPORT SERVICES:

a. The allocation of quarters to the contractor, as to number, type, and location, will be made by the Contracting Officer. The determination by the Contracting Officer shall be final and conclusive and shall not be subject to the "Disputes" clause. Occupants of Government family and bachelor quarters shall be liable to the Government for loss, damage or destruction of the property and/or its contents in accordance with applicable regulations.

b. Services to the contractor or its personnel and their dependents, not specified elsewhere in this contract as "Government-furnished," shall be furnished in accordance with the existing policies, procedures and regulations of the National Test Range.

ASSIGNMENT OF RIGHTS: Per DFARS 252.227-7020, Rights in Special Works, all 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 Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works.

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

a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of $100,000 is required.

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

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

PATENTS - REPORTING OF SUBJECT INVENTIONS:

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

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

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

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
52.209-6	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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	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
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
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	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.225-1	Buy American Act--Balance of Payments Program--Supplies	FEB 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	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-13	Patent Rights--Acquisition By The Government	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
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
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2001
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
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996

52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	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
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
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	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
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
252.227-7021	Rights In Data--Existing Works	MAR 1979
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
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991

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
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

CLAUSES WITH LIMITED APPLICABILITY: The following clauses have limited applicability as shown below:

52.216-7	Allowable Cost and Payment	Applicable to Cost-Reimbursable CLINs Only
52.228-3	Worker's Compensation Insurance (Defense Base Act)	Applicable only if included in a specific task order.
52.228-4	Worker's Compensation and War Hazard Insurance Overseas	Applicable only if included in a specific task order.
252.228-7000	Reimbursement of War Hazard Losses	Applicable only if included in a specific task order.
252.228-7003	Capture and Detention	Applicable only if included in a specific task order.
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	Applicable only if included in a specific task order.
252.209-7001	Disclosure of Ownership or Control By the Government of a Terrorist Country	Applicable only if included in a specific task order.
252.232-7007.1	Limitation of Government's Obligation	See paragraph k. of the Task Order Procedures Clause and Section H Clause, entitled "Incremental Funding"

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 24 Apr 02 through 23 Apr 07.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the maximum DPPHs available for the contract period of performance;

(2) Any order for a combination of items in excess of the maximum DPPHs available for the contract period of performance; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 23 Apr 07.

(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)

52.232-25 PROMPT PAYMENT (MAR 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 14th 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 14th 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 14th 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 15th 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.

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 2 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b)

and (c) above.

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

ALL CONSULTANTS CHARGED UNDER THE COST REIMBURSABLE CLIN 0003

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

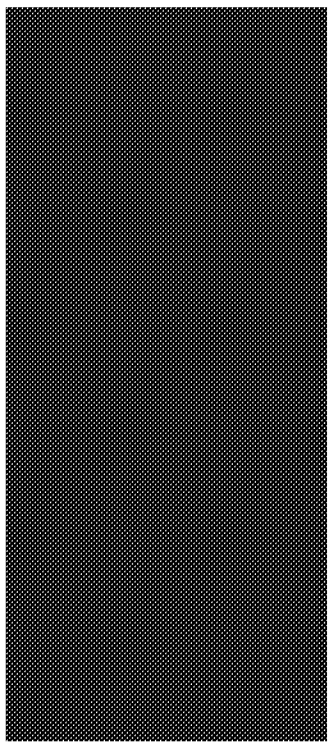
(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

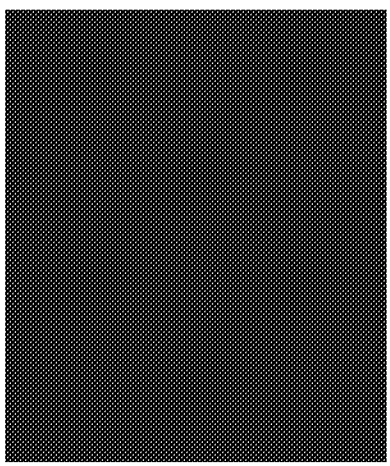
(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[redacted]

[redacted]





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

52.252-6 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 Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) are incrementally funded. For these item(s), the sum of at least $300,000 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....$300,000 via issuance of a task order under this contract
Each of the following years that the contract is in place.....$300,000 via issuance of a task order under this contract

(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 AND EXHIBITS

TITLE	DATE	NO. OF PAGES
Scope of Work SW-ZZ-16-01 (included under Section C of the Contract)	20 Mar 02	4

EXHIBITS

I	Award Term Plan	Undated	10
II	Contract Data Requirements List (CDRLs)	15 Aug 01	8
III	DD Form 254, Contract Security Classification Specification	4 Apr 02	19
IV	Government Labor Categories	Undated	2
V	Contractor Fixed-Prices Per FY/Labor Category	Undated	1

Contractor's representations and certifications and the complete proposal submitted 31 Oct 01 (and all revisions thereto), are incorporated herein by reference.

AWARD-TERM PLAN

FOR

SYSTEMS ENGINEERING & TECHNICAL ASSISTANCE CONTRACT (SETAC)

Contents

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V. Award-Term Plan Change Procedures

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A-III. Award-Term Conversion Table

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A-V. General Instructions for Task Order Monitors (T/OMs)

I. Introduction

a. This award-term plan is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO) in accordance with the Award- Term Incentive clause included in Section H of the Systems Engineering and Technical Assistance Contract (SETAC).

b. For the purpose of this plan, the term "contractor" is intended to include the prime contractor and all subcontractors and team members.

c. The contractor may earn extensions to the contract period of performance on the basis of exceptional performance under this contract. Contract extensions earned will be implemented thru the issuance of unilateral contract modifications based upon award points earned as determined by the TDO.

d. This plan describes the specific criteria and procedures to be used to assess the contractor's performance and to determine the amount of award-term points earned.

e. Changes to this plan will be made in accordance with Part V, below.

II. Organizational Structure for Award-Term Administration

The award-term organization includes the TDO and an Award-Term Review Board (ATRB). The ATRB consists of a chairperson, the contracting officer, a recorder, other functional area participants, Task Order Monitors (T/OMs), and an Advisor. The following appointments will be made by separate appointment documents:

(1) The TDO is to be appointed by the Principal Assistant Responsible for Contracting (PARC).

(2) The ATRB chairperson is to be appointed by the TDO.

III. Responsibilities

a. Term Determining Official. The TDO approves any significant changes to this plan. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB Chairperson.

b. Award-Term Review Board Chair. The ATRB chairperson chairs the meetings of the ATRB and will brief the TDO on the award-term points status from previous evaluation periods. In addition, the ATRB chairperson will brief on the ATRB's recommended award-term-points for the instant evaluation period. The ATRB chairperson will also brief award-term plan changes, applicable to future award-term points, to the TDO.

c. Award-Term Review Board. ATRB members review evaluations of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports (if applicable) and develop an award-term points recommendation to be presented to the TDO. The ATRB may also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the TDO, ATRB and T/OMs. This includes: 1) receipt, processing, and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award-term process. The ATRB recorder is a non-voting member.

e. Contracting Officer. The contracting officer is the liaison between contractor and government personnel. Subsequent to the TDO decision, the contracting officer evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision.

f. Task Order Monitors. T/OMs maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. T/OMs prepare interim and end-of-period evaluation reports as directed by the ATRB.

g. Advisor Member. A representative of the Legal Office of Counsel may serve as a non-voting advisor to the ATRB.

IV. Award-Term Processes

a. Available Award-Term Points. In accordance with the contract's Award-Term Incentive clause, the earned award-term points will be based on the contractor's performance during each evaluation period for all ongoing task orders that have been issued under the contract. The available points for each evaluation period are shown in Appendix A-I.

b. Evaluation Criteria. It is envisioned the evaluation criteria and their relative weight will change during the life of the contract due to evolving technical requirements. The award-term points allocation will be reviewed/revised each year based on changing technical requirements. In accordance with Part V, below, the contracting officer will provide specific notice in writing to the contractor of any changes to the evaluation criteria prior to the start of an evaluation period, if no change is received, the same criteria specified for the preceding period will be used in the subsequent evaluation period.

c. Interim Evaluation Process. Interim evaluations charting the contractor's performance and highlighting areas of government concern may be conducted at any time during the performance period at the discretion of the contracting officer. As directed by the ATRB Chairperson, T/OMs will submit their evaluation reports to the ATRB for review. The ATRB Chairperson will determine the interim evaluation results and will notify the contractor of the strengths and weaknesses for the current evaluation period. The contracting officer may also issue letters at any other time it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The ATRB recorder notifies each ATRB member and T/OMs 30 calendar days before the end of the evaluation period. The contractor presents its written self-assessment. T/OMs submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation of earned award-term points. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO within 35 calendar days after each evaluation period. The TDO determines the overall grade and earned award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points and the total cumulative points. Upon the accumulation of sufficient award-term points, the contracting officer issues the appropriate contract document within 45 calendar days after the TDO's determination is made authorizing award extension or reduction reflecting the earned award-term amount.

e. Contractor's Self-Assessment. The contractor's self-evaluation is submitted to the contracting officer within 10 calendar days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the ATRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 5 pages.

V. Award-Term Plan Change Procedures.

Changes to this plan will require formal modification of the contract. The Government may unilaterally change this plan at any time prior to the beginning of an evaluation period for which the changes apply. The contractor may recommend changes to the plan no later than 90 days prior to the beginning of an evaluation period for which the changes apply. Changes to this plan that are applicable to a current evaluation period will be made by mutual consent of both parties.

APPENDIX A-I
AWARD-TERM ALLOCATION BY EVALUATION PERIODS

The award-term earned by the contractor will be determined at the completion of each evaluation period. The initial evaluation period will start on the date of contract award. All evaluation periods will be one year in length with the exception of the first period which will be six months. The award-term points shown corresponding to each period are the maximum available award-term amount that can be earned during that particular period.

Evaluation Period	Start	Length	Available Award-Term
First	Contract Award	6 months	(+ or -) 0 Award Points
Second	At Month 7	one year	(+ or -) 25 Award Points
Third	At Month 19	one year	(+ or -) 25 Award Points

NOTE: All active orders will be included in a single evaluation for that period.

APPENDIX A-II
EVALUATION CRITERIA

Area of Evaluation	Weight	Total Points (Maximum Achievable)
1. Program Management	30%	7.5
2. Cost Control (Pass Thru)	20%	5
3. Technical	20%	5
4. Schedule/Deliverables	15%	3.75
5. Subcontract/Teaming Goals	15%	3.75

Performance Category	Evaluation Weight
Program Management	
Problem Resolution	70%
Reports and Deliverables	30%
Cost Control (Pass Thru)	
Cost Control	70%
Pass Thru	30%
Technical	
Capability of Personnel Utilized	70%
Problem Resolution	30%
Schedule/Deliverables	
Response to Government/Customer Direction	70%
Planning and Scheduling	30%
Subcontract Goals/Teaming Arrangements	100%

1. Program Management: The contractor's ability to effectively resolve problems and establish and maintain verbal and/or written communication with the government and/or customer points of contacts (POCs). Adhere to schedules set forth in the Contracts Data Requirement Lists.

2. Cost Control (Pass Thru): The contractor's ability to control the effective pass-thru costs within the guidelines mandated by the contract. The ability to exercise appropriate discretion in cost reduction practices, techniques, methods and operations procedures; and provide accurate and timely financial reports as set forth in the CDRLs.

3. Technical: The contractor's ability to obtain and retain personnel required to complete tasks; ability to complete all task order requirements; degree of government technical direction required to solve problems that arise during performance.

4. Schedule/Deliverables: The contractor's ability to respond to government/customer direction so as to meet government/customer imposed planning and schedule requirements set forth in the approved work plan.

5. Subcontract/Team Goals: The contractor's ability to meet or exceed subcontracting goals set forth in the contractor's SETAC specific Small Business Subcontracting Plan (applicable to large businesses only). The contractor's ability to adhere to subcontract limitations and teaming agreements.

APPENDIX A-III
AWARD-TERM CONVERSION TABLE

Adjectival Rating	Range of Evaluation Rating/Award Points	Description
Exceptional	+20 to +25	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.
Very Good	+13 to +19	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
Satisfactory	+6 to +12	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.
Marginal	+1 to +5	Barely meets minimum acceptable standards; reportable deficiencies with identifiable effects on overall performance.
Unsatisfactory	0	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with substantial effect on overall performance.

APPENDIX A-IV
ACTIONS AND SCHEDULES FOR EVALUATION RATING
AND AWARD-TERM DETERMINATIONS

The following is a summary of the principal actions involved in determining the evaluation ratings for the evaluation periods and the award-term earned for award-term periods.

ACTION	SCHEDULE
T/OMs assess performance and discuss results with contractor.	Ongoing.
T/OMs submit "interim evaluations" as directed by the ATRB Chairperson.	As required.
ATRB Recorder notifies ATRB and T/OMs of evaluation milestones and establishes date and time for the ATRB to meet.	NTL 30 days before end of evaluation period.0
Contractor submits self-evaluation.	NLT 10 days after end of evaluation period.
T/OMs submit end-of-period evaluation reports.	NLT 14 days after end of evaluation period.
ATRB Recorder consolidates all evaluation reports and other pertinent data for the ATRB.	NLT 30 days after end of evaluation period.
ATRB meets and develops a recommended rating for each evaluation area and for overall contract performance. ATRB forwards the performance evaluation report to TDO	NLT 35 days after end of evaluation period.
TDO renders decision and forwards to contracting officer	NLT 45 days after end of evaluation period.
Appropriate award-term document issued to the contractor.	NLT 45 days after TDOs determination is made authorizing award extension.

The ATRB Recorder will establish subsidiary actions and schedules, as necessary, to meet the above schedules.

APPENDIX A-V
GENERAL INSTRUCTIONS FOR TASK ORDER MONITORS (T/OMs)

1. Monitoring and Assessing Performance

a. T/OMs will prepare outlines of their assessment plans, and discuss them with appropriate contractor personnel and customers to assure complete understanding of the evaluation and assessment process.

b. T/OMs will plan and carry out on-site assessment visits, as necessary.

c. T/OMs will conduct all assessments in an open, objective and cooperative spirit so that a fair and accurate evaluation is obtained. This will ensure that the contractor receives accurate and complete information from which to plan improvements in performance. Positive performance accomplishments should be emphasized just as readily as negative ones.

d. The T/OM will discuss the assessment with contractor personnel as appropriate, noting any observed accomplishments and/or deficiencies. This affords the contractor an opportunity to clarify possible misunderstandings regarding areas of poor performance and to correct or resolve deficiencies.

e. T/OMs must remember that contacts and visits with the contractor personnel are to be accomplished within the context of official contractual relationships. Monitors will avoid any activity or association that might cause, or give the appearance of, a conflict of interest.

f. T/OM discussions with contractor personnel are not to be used as an attempt to instruct, to direct, to supervise or to control these personnel in the performance of the contract. The role of the monitor is to monitor, assess and evaluate, not to manage the contractor's effort.

2. Documenting Evaluation/Assessment

a. T/OMs will prepare a formal Performance Monitor Report as directed by the ATRB Chairperson and submit it to the ATRB Recorder in accordance with the following instructions.

b. Performance Requirements – Include a performance score and the numerical results (i.e, number of customers contacted, number of customers who responded).

c. Performance Categories – Include an impact statement and performance score.

d. Evaluation of any areas included in the Statement of Work, or any new tasks, which are not explicitly covered by an existing performance requirement may be evaluated by an individual write-up on the event. Individual events that are covered by an existing performance requirement may also be written up separately if the significance of the event warrants it.

e. Notification of deficiencies and weaknesses shall be made as soon as possible after identification of the deficiency so that corrective action may be taken. The contractor and performance monitors shall not delay this notification until the submission of the end of period evaluations.

3. Verbal Reports

T/OMs will be prepared to make verbal reports of their evaluations and assessments as required by the ATRB Chairperson.

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	MANAGEMENT PLAN	TASK ORDER MANAGEMENT PLAN

4. AUTHORITY (DATA ACQUISITION DOC NO.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-81117/M	SOW 2.1.7	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB	14. DISTRIBUTION			
LT		ASREQ	PER T/O		b. COPIES		
8. APP CODE		11. AOD	13. DATE OF SUBSEQ SUB	a. ADDRESSEE	Draft	Final	
		N/A	PER T/O			Reg	Repro
A	D			SEE BLOCK 16		1	

16. REMARKS

CONTRACTOR FORMAT ACCEPTABLE.

WITH EACH NEW TASK ORDER (T/O) OR TASK ORDER REQUIREMENTS PACKAGE (T/ORP), A NEW TASK ORDER MANAGEMENT PLAN (T/OMP) SHALL BE SUBMITTED THAT DESCRIBES THE PLAN FOR THAT SPECIFIC T/O.

UNLESS OTHERWISE DIRECTED IN THE T/O OR T/ORP, THE DATE OF 1ST SUBMISSION SHALL BE 5 WORKING DAYS AFTER T/O AWARD/RECEIPT OF T/ORP. SUBMIT IAW T/ORP OR T/O (ONE COPY SHALL ALWAYS BE PROVIDED TO [redacted]

APPROVAL: G15/C10

TAILOR DID AS FOLLOWS:

DELETE PARAGRAPH 10.2.6, AND 10.2.8 A., C., AND D. REVISE PARAGRAPH 10.1.3, PAGE SIZE. AS THESE REPORTS WILL BE SUBMITTED ELECTRONICALLY, DELETE REQUIREMENTS FOR BINDING THE REPORT AND THE ALLOWANCE FOR ONE WAY FOLDOUTS. REVISE 10.2.1, AND 10.2.2 TO REQUIRE THIS INFORMATION ONLY AS IT IS UNIQUE TO THE SPECIFIC T/O OR T/ORP (I.E., DO NOT INCLUDE CONTRACT-LEVEL DATA/INFORMATION).

G. PREPARED BY	15. TOTAL --->		2	
Original Signed by [redacted]				

17. PRICE GROUP	H. DATE	I. APPROVED BY	J. DATE
	14 Aug 01	Original Signed by [redacted]	15 Aug 01

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A002	STATUS REPORT	

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368/M	SOW 6.1.1	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT	F	ASREQ	PER T/O
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
N/A		N/A	PER T/O

16. REMARKS

CONTRACTOR FORMAT ACCEPTABLE.

IN ACCORDANCE WITH THE TASK ORDER (T/O), THE INITIAL REPORT IS TO COVER THE PERIOD FROM T/O AWARD DATE TO THE END OF THE QUARTER IN WHICH THE T/O AWARD OCCURRED. THEREAFTER, THE REPORT IS DUE 15 DAYS AFTER THE COMPLETION OF EACH QUARTER'S EFFORT.

LIST EACH T/O-LEVEL REPORT IN ELECTRONIC MONTHLY DELIVERABLES LISTING.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
SEE BLOCK 16		1	
15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 2 of 8 Pages

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A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER
D. SYSTEM/ITEM SETAC	E. CONTRACT/PR NO.	F. CONTRACTOR
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM FUNDS AND MANHOUR EXPENDITURE REPORT	3. SUBTITLE
4. AUTHORITY *(DATA ACQUISITION DOC NO.)* DI-FNCL-80331/M	5. CONTRACT REFERENCE SW-ZZ-16-01	6. REQUIRING OFFICE [redacted]

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQ MTHLY	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION	b. COPIES		
8. APP CODE N/A		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16	a. ADDRESSEE	Draft	Final Reg	 Repro
16. REMARKS				SEE BLOCK 16		1	

FIRST REPORT DUE 15 DAYS AFTER FIRST FULL ACCOUNTING MONTH FOLLOWING INITIAL CONTRACT PERFORMANCE AND 15 DAYS AFTER EACH ACCOUNTING MONTH END THEREAFTER. DATA WILL BE PROVIDED AT THE TASK ORDER LEVEL WITH EACH ACRN THEREIN TREATED AS A DISTINCTIVELY ACCOUNTABLE SUB-ELEMENT. IF APPLICABLE, SUBTASKS WILL BE ACCOUNTED FOR SEPARATELY (TO INCLUDE THE SPECIFIC ACRNS TIED TO EACH SUBTASK) AND THE SUBTASK TOTALS WILL BE ROLLED INTO THE T/O TOTAL VALUE

DATA WILL BE PROVIDED FOR THE T/OMP AMOUNT, THE FUNDED AMOUNT, THE CUM-TO-DATE EXPENDITURES, THE UNFUNDED BALANCE AMOUNT, AND THE ESTIMATE-TO-COMPLETE AMOUNT.

TAILOR 10.3.1.1 THROUGH 10.3.1.4 TO INCLUDE THE FOLLOWING:

T/O# SUBTASK# ACRN DPPHS TOTAL

LABOR
CONSULTANT
TRAVEL
MATERIAL

CONTRACTOR SHALL UTILIZE AN EXCEL SPREADSHEET FOR FMER; FMER SHALL BE SUBMITTED TO THE SETAC TEAM LEADER VIA EMAIL.

15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 3 of 8 Pages

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A004	TECHNICAL REPORT-STUDY/SERVICES	SPECIAL REPORT

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508	SOW PARA 6.1.1	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT	F	ASREQ	SEE BLK 16
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
N/A		N/A	SEE BLK 16

16. REMARKS

CONTRACTOR FORMAT ACCEPTABLE.

DID FORMAT AND CONTENT SHALL SERVE AS A GUIDE. THE FREQUENCY OF REPORTING, DISTRIBUTION, AND NUMBER OF COPIES SHALL BE DIRECTED IN INDIVIDUAL TASK ORDERS.

LIST EACH T/O-LEVEL REPORT IN ELECTRONIC MONTHLY DELIVERABLES LISTING.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
SEE BLOCK 16			
15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 4 of 8 Pages

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	TECHNICAL REPORT-STUDY/SERVICES	FINAL REPORT

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508	SOW PARA 6.1.1	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT	F	ASREQ	SEE BLK 16
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
A		N/A	ASREQ

16. REMARKS

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APPROVAL: G30/C30

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
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15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 5 of 8 Pages

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A006	CONFERENCE MINUTES	

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-A-7089	SOW PARA 3.1.3	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT	F	ASREQ	ASREQ
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
N/A		N/A	ASREQ

16. REMARKS

SUBMIT IN ACCORDANCE WITH TASK ORDER. SUBMIT 5 BUSINESS DAYS AFTER COMPLETION OF MEETING BEING REPORTED.

FORMAT AND CONTENT SHALL BE IN ACCORDANCE WITH T/O DIRECTION. ABSENT SPECIFIC DIRECTION, CONTRACTOR FORMAT IS ACCEPTABLE.

SUBMIT ONE COPY TO THE APPLICABLE TASK ORDER MONITOR.

LIST EACH T/O-LEVEL REPORT IN ELECTRONIC MONTHLY DELIVERABLES LISTING.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final	
		Reg	Repro
*SEE BLK 16			
15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 6 of 8 Pages

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CONTRACT DATA REQUIREMENTS LIST *(1 Data Item)*	*Form Approved* *OMB NO. 0704-0188*

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A007	DATA ACCESSION LIST/INTERNAL DATA	

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-A-3027A	SOW PARA 6.1.1	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT		ASREQ	ASREQ
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
N/A	F	N/A	ASREQ

16. REMARKS

CONTRACTOR FORMAT ACCEPTABLE.

SUBMIT WITH MONTHLY DELIVERABLES LISTING.

SELECTED DOCUMENTS UPON REQUEST.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
SEE BLOCK 16			
15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

17. PRICE GROUP	18. ESTIMATED TOTAL PRICE	Page 7 of 8 Pages

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CONTRACT DATA REQUIREMENTS LIST *(1 Data Item)*	*Form Approved* *OMB NO. 0704-0188*

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
SETAC		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A008	TEMPEST CONTROL OFFICER APPOINTMENT	

4. AUTHORITY *(DATA ACQUISITION DOC NO.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-80221	SOW PARA 2.1.3	[redacted]

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQ	12. DATE OF FIRST SUB
LT		ASREQ	ASREQ
8. APP CODE		**11. AOD**	**13. DATE OF SUBSEQ SUB**
A	F	N/A	ASREQ

16. REMARKS

CONTRACTOR FORMAT ACCEPTABLE.

APPROVAL: G15/C15

14. DISTRIBUTION			
	b. COPIES		
a. ADDRESSEE	Draft	Final	
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15. TOTAL --->		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

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Labor Categories

Degree Required	Bachelors, Masters, or Doctorate [1,2,4]											Masters or Doctorate [1,4]			N/A	High School [3]	High School		
Job Title	Engineer		Analyst		Production Engineering [7]			Programmer		Senior Principal Investigator		Senior Management / Technical Staff			Consultant [5]	Technician [5]	Administrative		
Level	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Manuf Exper	Yrs ACAT 1D Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Leader Exper		Yrs Direct Exper	Clerk	Typist/ Secretary	Illustrator/ Graphics/Tech Writer
I	0 - 2	N/A	0 - 2	N/A	2 - 4	1 - 2	N/A	0 - 3	N/A	25	15	10	5	2	See definition below	0 - 5	0 - 2	0 - 4	0 - 6
II	2 - 4	N/A	2 - 4	N/A	4 - 6	2 - 4	N/A	4 - 7	N/A	30	20	12	7	5		5 - 10	2 - 6	4 - 10	6 - 10
III	4 - 6	2	4 - 6	2	6 - 9	4 - 6	0 - 2	8 - 12	2	35+	25+	15	10	7		10 - 15	6+	10 - 15	10 - 15
IV	6 - 9	3	6 - 9	3	9 - 12	6 - 10	2 - 5	12+	3+	N/A	N/A	19+	15+	9+		15+	N/A	15+	15+
V	9 - 12	5	9 - 12	5	12 - 15	10 - 12	5 - 7	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
VI	12 - 16	6	12 - 16	6	15 - 20	12 - 16	7 - 9	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
VII	16+	10	16+	10	20 - 25	15 - 20	9 - 10	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
VIII	25+	15+	25+	15+	25+	20+	10+	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A

Labor Category Notes

NOTE 1: Degree from an accredited institution required in engineering, science, or other field relevant to support in which the individual is performing.

NOTE 2: A Master's degree may be substituted for two (2) years experience. A Doctorate degree may be substituted for four (4) years of experience.

NOTE 3: Formal training in the area of expertise may be substituted for experience on a one-to-one basis.

NOTE 4: Experience may be substituted for degree requirements as follows: 4 years experience for bachelors, 3 years experience for masters; 3 years experience for Doctorate (i.e., if someone had a high school diploma, he/she would require 10 years of related experience to that already shown in the matrix for a particular labor category requiring a Doctorate).

NOTE 5: Technician (Level I) – Provides direct support to more senior technicians in their key areas of expertise such as research, design, development, testing, manufacturing process improvements, or other fields.

Technician (Level II) – Provides skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level III) – Provides highly skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level IV) – Must have demonstrated detailed specialized technical expertise in the area needed to support the task. A college degree is preferred but not required.

NOTE 6: Consultant – A highly skilled **and** extremely knowledgeable individual (utilized for short term efforts and/or on an intermittent, part time basis) who has meticulous, comprehensive knowledge of a specific space or defense technology, technical, or operational area which include, but are not limited to, propulsion, optics, radar, directed energy, or communications.

NOTE 7: Production Engineering Support – Experience in production scheduling/scheduling assessment; development of manufacturing cost estimates; evaluation and verification of tolerances, yields, and cycle times; establishment of SOW requirements for Low Rate Initial Production and Initial Production Facilitization; production assessment and evaluation of production and quality processes, tooling, and test equipment; validation of production lines; development of Product Process Verification Folders; evaluation of Transition/Manufacturing Plans; producibility analyses of system and subsystem components; material/process trade-off studies; manufacturing risk assessment/mitigation; and participation in Production Readiness Risk Assessments.

GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH

	Government FY 02		Government FY 03		Government FY 04		Government FY 05		Government FY 06		Government FY 07	
Consolidated Price for L3/CRC SETAC Team	(May 2002 - Sep 2002)		(Oct 2002 - Sep 2003)		(Oct 2003 - Sep 2004)		(Oct 2004 - Sep 2005)		(Oct 2005 - Sep 2006)		(Oct 2006 - Apr 2007)	
Execution Site	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government
LABOR CATEGORY	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site
ENGINEER I												
ENGINEER II												
ENGINEER III												
ENGINEER IV												
ENGINEER V												
ENGINEER VI												
ENGINEER VII												
ENGINEER VIII												
ANALYST I												
ANALYST II												
ANALYST III												
ANALYST IV												
ANALYST V												
ANALYST VI												
ANALYST VII												
ANALYST VIII												
PRODUCTION ENGINEER I												
PRODUCTION ENGINEER II												
PRODUCTION ENGINEER III												
PRODUCTION ENGINEER IV												
PRODUCTION ENGINEER V												
PRODUCTION ENGINEER VI												
PRODUCTION ENGINEER VII												
PRODUCTION ENGINEER VIII												
PROGRAMMER I												
PROGRAMMER II												
PROGRAMMER III												
PROGRAMMER IV												
SENIOR PRINCIPAL INVESTIGATOR I												
SENIOR PRINCIPAL INVESTIGATOR II												
SENIOR PRINCIPAL INVESTIGATOR III												
SENIOR MANAGEMENT/TECHNICAL STAFF I												
SENIOR MANAGEMENT/TECHNICAL STAFF II												
SENIOR MANAGEMENT/TECHNICAL STAFF III												
SENIOR MANAGEMENT/TECHNICAL STAFF IV												

GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH

	Government FY 02		Government FY 03		Government FY 04		Government FY 05		Government FY 06		Government FY 07	
Consolidated Price for L3/CRC SETAC Team	**(May 2002 - Sep 2002)**		**(Oct 2002 - Sep 1003)**		**(Oct 2003 - Sep 2004)**		**(Oct 2004 - Sep 2005)**		**(Oct 2005 - Sep 2006)**		**(Oct 2006 - Apr 2007)**	
Execution Site	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government	Contractor	Government
LABOR CATEGORY	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site	Site
TECHNICIAN I												
TECHNICIAN II												
TECHNICIAN III												
TECHNICIAN IV												
CLERK I												
CLERK II												
CLERK III												
TYPIST/SECRETARY I												
TYPIST/SECRETARY II												
TYPIST/SECRETARY III												
TYPIST/SECRETARY IV												
ILLUSTRATOR/GRAPHICS/TECH WRITER I												
ILLUSTRATOR/GRAPHICS/TECH WRITER II												
ILLUSTRATOR/GRAPHICS/TECH WRITER III												
ILLUSTRATOR/GRAPHICS/TECH WRITER IV												