

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-09	PAGE OF PAGES 1   37
2. CONTRACT (Proc. / est. / award) NO. H00147-10-D-0004		3. EFFECTIVE DATE 17 Jun 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE H00147 MISSILE DEFENSE AGENCY (MID-9) CONTRACT SUPPORT RATE BLDG 5222 MAR TNR RD RED STONE ARSENAL AL 36868-0001		6. ADMINISTERED BY (If other than item 5) CODE  See Item 5			
7. NAME AND ADDRESS OF CONTRACT OR ENGINEERING/MANAGEMENT CONCEPTS, INC. ANN ELLIS 5051 VERDUGO WAY STE 200 CARMARILLO CA 94012-0888				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES (If copies are first offer, indicate quantity) TO THE ADDRESS SHOW IN:	ITEM
CODE 10004 11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MID-9) ROBBIE H. PHIFER CONTRACT SUPPORT RATE BLDG 5222 MAR TNR RD RED STONE ARSENAL AL 36868-0001		FACILITY CODE H00147		12. PAYMENT WILL BE MADE BY CODE H00147 DPAS IN ANNAPOLIS CENTER ATTN: DPAS, 3330 EAST 50TH STREET NO ANNAPOLIS IN 4210-1510	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c) [ ] 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					\$270,462,000.00
<b>16. TABLE OF CONTENTS</b>					
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services specified herein and on any communication sheets for the communication 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. (Each document is listed below.)			18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number H00147-09-R-0002-0004 including the address or changes made by you which address or changes are set forth in full above, is hereby accepted as the terms listed above and on any communication 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 documents are necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER ROBBIE H. PHIFER / CONTRACTING OFFICER TEL: 256-313-9321 EMAIL: Robbie.Phifer@ndm.mil		
19B. NAME OF CONTRACT OR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)			BY <u>Robbie H. Phifer</u> (Signature of Contracting Officer)		17-Jun-2010

Section A - Solicitation/Contract Form

FULL AND OPEN

This contract is awarded under the unrestricted (Full and Open) solicitation HQ0147-09-R-0002 for Missile Defense Agency Engineering and Support Services (MiDAESS).

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		255,000,000	Dollars, U.S.	\$1.00	\$255,000,000.00
	Agency Ops Spt Capability Group FFP Task Orders (TOs) will be issued on a Firm Fixed Price basis for non-personal Advisory and &AS for Executive and Administrative Support (MDA/DS) as defined in the Performance Work Statement (PWS) in Section J. FOB: Destination				
				MAX NET AMT	\$255,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		UNDEFINED	Dollars, U.S.	UNDEFINED	\$162,000.00
	Travel COST This CLIN will be used for Government approved travel in accordance with procedures set forth in H-02 clause entitled, "Authorized Travel and Travel Costs as specified under a Travel CLIN". Cost will be in accordance with the Joint Travel Regulation (JTR). This includes a fixed burden factor. Fee is not allowed. FOB: Destination				
				MAX COST	\$162,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009		UNDEFINED	Dollars, U.S.	UNDEFINED	\$15,300,000.00
	Other Direct Costs COST				
	This CLIN is for other direct costs that are incidental to the A&AS services provided under this contract. ODCs will be defined and authorized in individual TOs. This includes a fixed burden factor. Fee is not allowed. FOB: Destination				
				MAX COST	\$15,300,000.00

CLINS 0001 through 0005 and 0007 are intentionally not included in this contract.

#### B-01 ADDITIONAL CLINS (MAY 2009)

Additional CLINS may be created by the Contracting Officer during performance of this contract to accommodate multiple types of funds and cost type task orders, if the requirement warrants.

#### B-02 GUARANTEED MINIMUM (MAY 2009)

All services to be ordered under this contract shall be set forth in each individual task order. All task orders will be issued in accordance with the provisions of Section H, Task Ordering, and Section I clauses 52.216-18, Ordering; 52.216-19, Order Limitations, and 52.216-22, Indefinite Quantity

The minimum amount to be awarded under this contract is \$ 5,000.00. The government is not obligated to issue orders beyond the minimum amount. The first task order will be for attendance at a post award conference and will satisfy the guaranteed minimum under this contract.

The estimated contract value amounts identified in the CLIN structure contained in this section are placeholder values assigned to facilitate the issuance of task orders. The estimated amounts shall not be construed as an obligation of the Government or guaranteed tasking value.

#### B-03 TASK ORDER PRICING (MAY 2009)

The Labor Competency Levels, Descriptions, and Rates (LCDR) Table (attached in Section J of this contract) represents fully burdened fixed labor rates by labor competency level. These rates include both contractor site and government site rates and rates for various geographic locations. These fully burdened fixed hourly rates represent the maximum rates allowable for prime and subcontractors to be utilized in the pricing of competitive or sole source task orders. The fixed burden factor for travel and incidental other direct costs (identified below) will be used



through the life of the contract in individual task orders. In the spirit of competition, contractors may propose lower rates when competing on individual task orders.

Fixed Burden Factor

	2009	2010	2011	2012	2013	2014
Travel	(b)(4)					
ODC						

At any time and throughout the performance of the contract, additional labor competency levels, rates, and descriptions for CONUS and OCONUS locations may be added at the task order level, if they are not in the basic contract. Fully Burdened Fixed Labor Rates (FBFLRs) will include all costs for contract level administrative support.

## Section C - Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

## C-01 PERFORMANCE WORK STATEMENT (PWS) (MAY 2009)

a. The Missile Defense Agency Engineering and Support Services (MiDAESS) acquisition encompasses the Advisory and Assistance Services (A&AS) for the Missile Defense Agency (MDA). The Agency is converting the work from a project-oriented construct under multiple organizations to a BMDS Functional workforce approach, which includes consolidating existing legacy efforts and transferring the work into a program office for management. The required engineering and technical support for A&AS includes analyses, alternatives, evaluations, studies, information, recommendations, advice, opinions, training, and general services. To the extent applicable in each PWS, the Contractor may be required to provide evaluations and assessments of the performance of other contractors supporting the agency, as well as systems engineering and technical direction services. The Contractor may also be required to assist the agency in developing acquisition strategies for future procurements (and modifications of existing procurements), to include developing statements of work and providing requirements definition services. The Contractor shall also perform the work specified in the PWS attached in Section J of this contract.

b. Place of Performance: The potential places of performance include any location where an operation or task may occur for the Missile Defense Agency (MDA) and may include overseas locations. Locations include, but are not limited to, (1) National Capital Region (NCR)/Ft. Belvoir, VA; (2) Huntsville, AL; (3) Dahlgren, VA; (4) Colorado Springs, CO; (5) Ft. Greely, AK; (6) Vandenberg AFB, CA; (7) Albuquerque, NM; (8) Los Angeles AFB, CA. Specific locations will be identified in individual task orders.

c. Local Area: Travel within the local area or base of assignment to attend meetings, conferences, seminars or perform work shall be considered a cost of doing business and shall not be separately reimbursed as a travel expense. Local area travel is defined as a 30 mile radius around the base of assignment or designated place of performance.

d. Duty Hours: Contractor duty hours shall be stated in each TO. Unless otherwise stated in the TO, MDA's "core hours" are 0900-1500. The definition of core hours as contained in MDA regulations is the time period during the workday during which a government employee covered by a flexible work schedule is required to be present for work. In the event of a shutdown for any reason, the Government is not liable for contractors' costs incurred during this period.

e. Legal Holidays: The following Federal Holidays are observed under this contract:

New Year's Day	1 January
Birthday of Martin Luther King, Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Note: Any of the above holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on Sunday shall be observed on the following Monday.

f. Records Management. Support both the technical and business management of the MDA Records Management Program to include implementation of policy, procedures necessary for the identification, storage and access to MDA official records.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (JUN 2009)

Technical data items shall be preserved, packaged, packed, and marked for shipment in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Security Program Operation Manual (NISPOM), DOD 5220.22-M.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0006	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

F-01 ORDERING PERIOD (NOVEMBER 2008)

The ordering period for this contract shall be five (5) years from the effective date of the contract.

## Section G - Contract Administration Data

## G-01 GOVERNMENT POINTS OF CONTACT AND THEIR ROLES IN ADMINISTERING THE CONTRACT (APR 2009)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

## a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. 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.

The Contract Specialist is:

Name: Al Miller  
Organizational Code: MDA/DACM  
Telephone Number: 256-313-9929  
E-Mail Address: al.miller@mda.mil

The PCO is:

Name: Robbie Phifer  
Organizational Code: MDA/DACM  
Telephone Number: 256-313-9796  
E-Mail Address: robbie.phifer@mda.mil

## b. CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR for the ID/IQ basic contract is :

Name: TBD  
Organizational Code: MDA/XXX  
Telephone Number:  
E-Mail Address: \_\_\_\_\_@mda.mil

The CLIN Contracting Officer's Technical Representative (COTR) for CLIN 0006 is:

Name: Lori Zeigler  
Organizational Code: MDA/DS  
Telephone Number: 256-313-9949  
E-Mail Address: lori.welling-zeigler@mda.mil

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan (April 2008) requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: Robbie Phifer  
Organizational Code: MDA/DACM  
Telephone Number: 256-313-9796  
E-Mail Address: robbie.phifer@mda.mil

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

G-02 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 2009)

a. This contract incorporates DFARS clause 252.227-7039, which implements the provisions of FAR 27.303(b)(2).

b. The Contractor must submit the interim and final invention reports through the Administrative Contracting Officer to the Procuring Contracting Officer on DD Form 882, Report of Inventions and Subcontracts. In accordance with DFARS 252.227-7038(e)(7) and 252.227-7039, the Contractor must furnish interim reports every twelve (12) months and final reports within three (3) months after completion of the contracted work. If the Contractor fails to disclose a subject invention, the Government may invoke the withholding of payments provision in DFARS clause 252.227-7038(k), if applicable.

c. The Contractor must 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.

d. The Contractor must account for the interim and final invention reports submitted by its subcontractor(s). The Contractor's invention reports must contain a copy of each of its subcontractor's invention reports

G-03 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (APR 2009)

a. Requirement for Electronic Payment Requests by WAWF-RA

(1) The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports,



contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

(2) To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at <http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html> using the appropriate Service Acceptor's DoDAAC (MDA/NCR is HQ0006; JNIC is H95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.

(3) In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

(4) When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

(5) The WAWF Training Links are located on the Internet at <http://www.wawftraining.com/> and on the 'live' site at <https://wawf.eb.mil> under "About WAWF".

(6) Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA DECC Ogden  
Electronic Business Service Desk  
CONUS ONLY: 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 338-7095  
FAX COMMERCIAL: 801-605-7453  
FAX DSN: 388-7453  
[cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil)

b. Submission of Invoices under Fixed Price Type Contracts

(1) "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.

(2) The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

(3) In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.

(4) The contractor shall prepare either:

- i. a separate invoice for each activity designated to receive the supplies or services; or,
- ii. a consolidated invoice covering all shipments delivered under an individual order.

(5) If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

(6) If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

(1) Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

(2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

(3) When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

(4) The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

(5) Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

#### G-04 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.



## Section H - Special Contract Requirements

## H-01 TASK ORDERING (MAY 2009)

## a. GENERAL INFORMATION:

- (1) The Government will issue the Request for Task Order Proposal (RTOP) to the prime contractor(s) consistent with the ordering procedures contained in FAR, DFARS and MDA guidance. The agency intends to give all multiple award contractors a "fair opportunity" to compete for all tasks orders unless an exception is authorized in statute or regulation to the "fair opportunity" process (see FAR 16.505(b), and as it may be amended in the future). TO's will predominantly be issued on a Firm-Fixed Price Basis. For FFP task order awards, invoicing and payment terms will be negotiated at the individual task order level. The government may issue cost-type TO's, if the nature of the work warrants. The government may require the submittal of cost and pricing data with proposals for cost-type task orders.
- (2) Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. All task orders will be issued in writing via DD Form 1155. Any changes will be issued in writing, will set forth any additional obligation incurred by the Government, will be adequately funded, and shall be signed by the PCO in advance of the contractor initiating the change.
- (3) It is anticipated that orders will be solicited, negotiated, and awarded based on bilateral agreement of the parties. In emergency situations or when a bilateral task order cannot be otherwise definitized in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor.
- (4) The Government may release task order proposal data submitted by the contractor to non-Government advisors for review and analysis. These contractor personnel are restricted by the "Organizational Conflict of Interest" clause in their respective contracts from being a prime, subcontractor, or teaming partner on any other MDA contract. CACI, Incorporated, Kepler Research, Incorporated and Mitre, which are precluded from competing on any other MDA contract and have nondisclosure requirements pertaining to the use and disclosure of proprietary information in their respective contracts, will review contractor submitted proposal data. The Government will also disclose the identity of any other contractors which may be provided access to contractor submitted proposal data in connection with task order competitions. The contractor agrees, by submission of their task order proposal, to have it reviewed by these contractors: CACI, Incorporated, Kepler Research, Incorporated, and Mitre.
- (5) The task order ombudsman's role is to review complaints from contractors awarded multiple award indefinite-quantity contracts to ensure they are afforded a fair opportunity to be considered for orders, as detailed in the contract. Our task order Ombudsman is:

Competition Advocate  
MDA/DACP  
7100 Defense Pentagon  
Washington, DC 20307-7100  
Email: usncr-dacp1@mda.mil

- b. **TASK ORDER PROPOSAL PROCESS:** The government will prepare an RTOP which will include as a minimum (i) a performance work statement (PWS), (ii) overall period of performance, (iii) DD Form 254 (if different from the basic contract DD Form 254), (iv) any government furnished equipment (GFE), and (v) applicable evaluation criteria. Upon receipt of the RTOP, the contractor shall submit its proposal for the task order effort within the designated time allotted in the RTOP. During this period, contractors will be afforded the opportunity to submit questions regarding the draft requirement. Each RTOP proposal shall include a brief description of the following (if requested in the RTOP):

- (1) How the Contractor proposes to accomplish the effort, including a description of the performing team member(s), including the one individual who will act as the single point of contact. The contractor's proposed technical solution may be provided via an oral technical presentation, as well as written, as specified in the RTOP.
- (2) Order estimate by CLIN, including the mix of labor competency levels, hours and rates. Rates shall be at or below those contained in the Pricing Tables attached in Section J of the base contract. Submitted labor competency levels shall be IAW with the descriptions and position requirements located in the competency level description (also attached in Section J.)
- (3) Availability and capability of key personnel that would perform under the task order to include resumes. (Resume format may be provided in the RTOP.)
- (4) The percentage of the proposed total price for the task order that will go to small businesses either as the prime contractor or as the first tier subcontractor. Small businesses shall be defined by the applicable size standard associated with the NAICS code solicited in the basic contract RFP.
- (5) For each RTOP after the first, the actual percentage of the total price of previous task orders that went to small businesses either as a prime contractor or a first tier subcontractor. Small businesses shall be defined by the applicable size standard with the NAICS code associated with the base contract RFP. A separate percentage should be submitted for each previous task order received under this contract.
- (6) Resolution of any potential organizational conflict(s) of interest (OCI) or a statement explaining why none exists. Submit as needed, revisions to OCI Mitigation Plan.
- (7) Any additional input as required by the RTOP.

- c. **TASK ORDER CRITERIA AND EVALUATION PROCESS.**

- (1) The evaluation criteria will reflect best value analysis for performance-based acquisition. The Federal Acquisition Regulation encourages consideration of non-price evaluation factors as part of the best value analysis. In making the best value determination, it is possible that after conducting a tradeoff analysis of the proposals, the lowest price may not necessarily represent the best value.
- (2) After responses, to include oral presentations, have been evaluated against the factors identified in the RTOP, and the contractor's rates have been verified, the order will be placed with the contractor whose proposal represents the best value to meet the Government's needs. Oral presentations along with written proposals or oral proposals may be required as specified in individual RTOPs.
- (3) Contractors are put on notice that, among other evaluation factors listed in the RTOP, total small business utilization for the proposed task order will be an evaluation factor. Contractors are also put on notice that after the issuance of the first task order, past performance with regard to proposed small business utilization on previous task orders will be an evaluation factor on every RTOP.
- (4) Performance data will be collected IAW the Quality Assurance Surveillance Plan (QASP) provided with each task order. All past performance data, including CPARS data shall be utilized in the evaluations of task order proposals. The Government reserves the right to not award a task order after issuing an RTOP.

## H-02 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED UNDER A TRAVEL CLIN (APR 2009)

a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR using MDA Form 110.

### b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR and by the PCO using MDA Form 110. Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

## H-03 PUBLIC RELEASE OF INFORMATION (APR 2009)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).

(1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.

(5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Security and Policy Review worksheet and one (1) electronic copy of the material to be reviewed.

(2) Written statement, including:

- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency  
ATTN: Robbie Phifer, MDA/DACM  
5222 Martin Road  
Redstone Arsenal, AL 35898

#### H-04 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) AND ACCESS AND USE OF PROPRIETARY AND NONPUBLIC INFORMATION (JUL 2009)

a. Introduction

(1) The Missile Defense Agency's OCI policy is in Attachment 7 of this contract.



(2) The term “contractor” as used in this clause includes the contractor, all its separate corporate divisions or entities, subcontractors at any tier, and all successors in interest.

(3) The term “organizational conflict of interest” is defined in FAR 2.101 and shall include actual or potential conflicts as well as situations which create an appearance of an OCI. In assessing and addressing conflicts of interest, MDA will follow the guidance in FAR Subpart 9.5.

(4) This contract requires the contractor to provide support services to the Government that may result in actual or potential conflicts of interest for the contractor, or may provide the contractor with the potential to attain an unfair competitive advantage. To ensure that the contractor’s objectivity and judgment are not biased, and to prevent unfair competitive advantages, the contractor shall comply fully with the requirements and restrictions of this clause.

b. Eligibility Restrictions on Other MDA-Funded Efforts

(1) Bias and impaired objectivity:

(a) The contracting officer may preclude the contractor from participating in other MDA-funded contracts, as a prime or subcontractor, based upon its performance of technical direction or systems engineering, its participation in the preparation of specifications or work statements, or its performance of evaluation, analysis of services, products or capabilities under this contract.

(b) These restrictions may be imposed to prevent bias or impaired objectivity in situations where the contractor may be placed in a position of evaluating or favoring its own work products and capabilities, those of other companies with whom it has a financial relationship, or those of its competitors. To preclude bias or impaired objectivity with respect to other MDA-funded contracts, the contractor shall obtain the written approval of the contracting officer before participating in other MDA-funded contracts at the prime or subcontractor levels.

(c) To the extent that the contractor believes its participation in other MDA-funded contracts should not be proscribed by this clause or the provisions of FAR Subpart 9.5, the contractor shall furnish its detailed justification to the contracting officer and obtain written concurrence that such activities are not objectionable to the agency on the basis of actual or potential OCI’s.

(2) Continuing duty:

(a) The contractor is responsible for meeting the terms of this OCI clause, and has an affirmative continuing duty to promptly and fully disclose actual or potential conflicts to the contracting officer, and to submit an acceptable mitigation plan to the contracting officer, and update its mitigation plan as necessary.

(b) The contractor shall review and update its OCI disclosures and its mitigation plan in connection with the competition or award of each task order, and whenever it adds a subcontractor to this contract. The prime contractor has the responsibility for demonstrating that its performance of a task order, to include that of its subcontractors, does not create an actual or potential OCI. The contracting officer may also require the contractor to update its OCI disclosures and mitigation plan prior to a contract modification or contract extension, or at any time an actual or potential OCI is suspected.

(c) The contractor shall also promptly advise the contracting officer of its intent to acquire other contractors doing business with the agency or that it is being acquired by another contractor. Such notice shall be provided no later than the public acknowledgement of such acquisition actions. No later than 7 days after this notice to the contracting officer, or as soon as directed by the contracting officer, the contractor shall submit a listing and description of all contracts which may be affected by the acquisitions, identify any conflicts that may result from these acquisition activities, and specify additional mitigation measures.



(d) The contractor shall establish OCI policies and training to ensure its responsibilities for the identification and prevention of OCIs are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher training conducted annually. The contractor will furnish copies of its policies and training upon request of the contracting officer.

(3) The contracting officer's decision regarding the existence or nonexistence of an OCI shall be final. The government reserves the right to waive OCIs when in the government's interest.

(4) Individual employee conflicts of interest:

(a) The contractor shall be responsible for maintaining satisfactory standards for employee conduct and integrity. The contractor shall establish measures to identify and resolve individual financial or other conflicts of interest of employees performing this contract, and to prevent employees from using information obtained in connection with this contract for private gain. Employees shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, accept gratuities or special favors from individuals or organizations with whom the contractor is doing business, or proposes to do business, in performing this contract.

(b) Except as authorized by the contracting officer:

(1) An employee shall not be permitted to provide advice regarding matters in which the employee's individual financial interests may be incompatible with the interests of the government.

(2) An employee shall not support or participate in a procurement source selection in which he may have an individual financial interest in any of the competitors for the procurement.

(3) Individual financial interests shall include the financial interests of an employee or any member of his household.

(c) The contractor shall, upon request, furnish the contracting officer its policies for complying with this provision.

(5) MDA National Team (MDNT) Participants may work for a MiDAESS contract awardee, including direct or indirect involvement with any subsequently competed MiDAESS Task Orders, so long as they are not continuing to also work as a MDNT Participant. The term "MDNT Participant" means those individuals who are assigned by their MDNT employer to work on the MDNT and, by reason of this assignment, will have access to the Proprietary Information of others or to information that could provide its employer an unfair competitive advantage. Former MDNT Participants have a continuing duty to protect proprietary information acquired under the MDNT program and to refrain from any non-MDNT use of such information without permission of the owner.

c. Access and Use of Proprietary and Nonpublic Information

(1) In the course of performance of this contract, the contractor may obtain access and shall protect from unauthorized disclosure proprietary information of other contractors. The contractor agrees that it shall treat such information consistent with the restrictions imposed on such information. Unless the government has obtained prior consent to the contractor's use or access to another contractor's proprietary information, the contractor shall enter into a written nondisclosure agreement with other contractors for the protection of their proprietary information, and shall protect such information from unauthorized release or use.

(2) In the course of performance of this contract, the contractor may also obtain access to and generate non-public information. Non-public information consists of government sensitive information and includes, but is not limited to: acquisition planning and strategy; statements of work and solicitations, planning, programming, budgeting and execution (PPBE) information; the government's financial information; information pertaining to the operation and plans of the agency or the federal government; and information that would be protected from

disclosure pursuant to an exemption under the Freedom of Information or Privacy Acts. Except to the extent such information has been made available to the public, the contractor agrees that it shall not disclose or use such information without the prior approval of the contracting officer. The contractor agrees that it shall not use such information for any private purpose or permit any employee to use such information for any private purpose.

(3) Proprietary and nonpublic information shall be used solely in performance of this contract and shall not be disclosed to other contractor employees or officials. Such information shall not be disclosed to government employees except on a need to know basis. The contractor shall take appropriate measures to ensure such information is only used by the contractor employees involved in performance of this contract, and shall create firewalls and other appropriate measures to ensure such information is only disclosed and used by employees performing this contract. The contractor (and its officers) shall not solicit or obtain proprietary or nonpublic information from its employees who are performing this contract. The contractor shall promptly report all unauthorized disclosures in violation of this provision, and actions it has taken to preclude future occurrences.

(4) The contractor additionally shall establish nondisclosure policies and training to ensure its responsibilities for the protection of proprietary and nonpublic information are met. Such training shall be accomplished upon contract award or no later than upon award of a task order for which the contractor assigns new personnel to the contract, with refresher training conducted annually. The contractor shall obtain nondisclosure agreements from all employees who receive such information and shall provide to the contracting officer a list of all employees who have executed such agreements upon commencement of performance of this contract, and on an annual basis thereafter, and as requested by the contracting officer. The contractor will also furnish copies of the agreements to the contracting officer on request. The contractor shall also furnish its nondisclosure policies and training programs to the contracting officer if requested.

(5) To address contingencies not specifically addressed by this clause, the contracting officer may direct the contractor to take additional appropriate measures to safeguard information, particularly during the course of the development of acquisition strategy and its implementation, and in support of a source selection.

(6) In order to facilitate the complete development and integration of the BMDS, the contracting officer may additionally direct the contractor to negotiate appropriate nondisclosure agreements with the agency's major development contractors.

(7) In performance of this contract, contractor employees shall wear name tags or badges which disclose their contractor status, and shall promptly identify themselves, and their corporate affiliation prior to engaging in communications involving proprietary or nonpublic information.

(8) Proprietary and nonpublic information shall not be stored in contractor facilities or on contractor equipment except as authorized by the contracting officer. Should such information be stored in other than government facilities or equipment, the contractor shall furnish for contracting officer approval its policies for safeguarding and storing such information, will comply with the information assurance provisions of this contract, and will allow the contracting officer access to its facilities and equipment for the purpose of ensuring proprietary and nonpublic information is properly safeguarded and stored.

(9) Upon the termination of the contract, the contractor shall not retain any proprietary or nonpublic information, except as authorized by the contracting officer. The contractor shall submit its plan for the return, destruction or other disposition of such information as part of its transition plan.

d. Flow down requirements: The contractor shall include this clause in all subcontracts for performance of any portion of this contract, and shall be responsible for ensuring its subcontractors strictly adhere to the requirements imposed by this clause.

e. Remedies: Compliance with this clause shall be a material requirement of this contract. Should the contractor fail to comply with this clause or misrepresent relevant facts in its disclosures or submissions, the government may terminate the contract for default, and pursue other appropriate remedies.

f. The requirements of this clause are in addition to those contained in the Contractor Access to Planning, Programming, Budgeting, and Execution Data clause.

#### H-05 BALLISTIC MISSILE DEFENSE SYSTEM (BMDS) INTERFACE SUPPORT, COOPERATION, AND INFORMATION SHARING AMONG MISSILE DEFENSE AGENCY (MDA) CONTRACTORS (MAY 2009)

a. The Government requires the complete integration of platforms, sensors and other components of the BMDS which were or are under separate development by multiple contractors. To facilitate the complete development and integration of the BMDS, it is critical that all contractors supporting MDA furnish, receive and exchange technical and other information, to include proprietary information. This information may include information regarding interfaces, commonality of parts, processes, and procedures and common efficiencies across the BMDS.

b. Consequently, during the performance of this contract, the contractor must provide technical and other information (to include proprietary information) to other ballistic missile defense (BMD) contractors and Government agencies to facilitate these agency objectives. Additionally, the contractor must safeguard from unauthorized use or disclosure technical, proprietary, and other information furnished to it by other BMD contractors during performance of this contract.

c. The contractor must negotiate appropriate associate contractor agreements (ACAs) and non-disclosure agreements (NDAs) with such other BMD contractors as necessary to implement the exchanges of information described above and protect proprietary information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. The contractor must provide copies of the ACAs and NDAs to the Contracting Officer so that the Government can document the flow of information.

d. The contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, must comply with this contract's security classification and controlled unclassified information requirements as outlined in the DD Form 254 incorporated into this contract.

e. The contractor must include the requirements of this clause in each of its subcontracts. This does not relieve the contractor of its responsibility to manage its subcontractors effectively nor does it establish privity of contract between the Government and subcontractors.

f. The Government will assess the contractor's performance and ability to effect interface support, cooperate, and share and exchange information with other BMD contractors as part of the annual performance assessment. The Government will input this assessment into the DoD Past Performance Information Retrieval System.

#### H-06 MDA VISIT AUTHORIZATION PROCEDURES (APR 2009)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Missile Defense Agency,  
Security Operations Center  
7100 Defense Pentagon  
Washington, DC 20301-7100  
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

- b. The COR is authorized to approve visit requests for the Contracting Officer.

#### H-07 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2009)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter (VAR/VAL) no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will take the following actions to remove the employee and ensure the return to Government control of all badges, keycards, identification documents, and/or passes. Specifically the contract Facility Security Officer will:

(1) Notify in writing the COR, Contract Program Manager/Deputy Program Manager, the employee's contract work supervisor, the corporate on-site security lead (if applicable), and the local MDA Security Operations Center (SOC).

(2) Work with the COR and contact PM/DPM to ensure the immediate removal of the employees from MDA premises;

(3) Work with the COR and contact PM/DPM to remove the employee from the current Visit Authorization Request /Letter (VAR/VAL);

(4) Work with the COR and contact PM/DPM to obtain any Common Access Card, Government issued Building Pass/badge; or vehicle decals issued pursuant to the VAR/VAL, and turn them in to the respective issuing authorities; and

(5) Work with the COR and contact PM/DPM to ensure the cancellation of MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action. Reasons for VAR/VAL cancellation include: Change of Employment, Change of Job Function, Loss of Clearance or Other.

#### H-08 PERSONNEL QUALIFICATIONS (MAY 2009)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: replacement person's qualifications meet or exceed the applicable labor competency level description attached to Section J. Key staff positions are defined as: Contract Program Manager and other personnel identified in individual task orders

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding

qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

#### H-09 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2009)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting, and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting, and Execution (PPBE) Data" where applicable.

b. The prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

- (a) Company's name and complete address;
- (b) Affiliation; and
- (c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

- (a) Company's name and complete address;
- (b) Relationship; and
- (c) Nature of the company's business.

The Contracting Officer shall be immediately notified in writing in the event of any changes in b (1) or (2) above throughout the performance of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the Organizational Conflict of Interest provisions of this contract.

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

- (1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.
- (2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.
- (3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.
- (4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)", May 22, 1984 and other sources are considered PPBE documents:

(1) PLANNING

- (a) Strategic Planning Guidance (SPG)
- (b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
- (c) Directors' Intent
- (d) Technical Planning Guide

(2) PROGRAMING

- (a) Program Objective Memoranda (POM)
- (b) Joint Programming Guidance (JPG)
- (c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Change Proposals (PCPs)
- (e) POM Issue Papers
- (f) Proposed Program Reductions (Or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) BUDGETING

- (a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
- (b) Financial Control Board (FCB) Documentation
- (c) Classified P-1, R-1, & C-1 Program Annexes
- (d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
- (e) Reports Generated by the Comptroller Information System (CIS)
- (f) Budget Change Proposals (BCPs)

(4) EXECUTION

- (a) DD Form 1414 Base for Reprogramming
- (b) DD Form 1416 Report of Programs
- (c) Contract Award Reports
- (d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
- (e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreements" (MDA Form 99 - attached in Section J) to the Contracting Officer within fifteen (15) days after the award of the task order. A "PPBE Non-Disclosure Agreement" shall be obtained from each Contractor employee involved in the performance of this contract that requires access to such data. Each individual shall be required to agree to:

- (1) Read and comply with the applicable provisions of this clause, the non-disclosure agreement, and the provisions of MDA Directive 7045.01.
- (2) Handle PPBE data as for official use only.



- (3) Ensure PPBE data entrusted to them will ONLY be used in accordance with applicable MDA governing regulations, for the purpose for which it was provided, and within the scope of the Statement of Work.
- (4) Not divulge PPBE data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a "need-to-know" and non-Government person(s) whom they know to have MDA PPBE authorization. Even though data becomes part of the public domain, contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding PPBE data. Inquiries by unauthorized persons should be referred to the Contracting Officer's Representative or the Contracting Officer. (Verification of contractor personnel authorized access to PPBE data can be obtained only from the Contracting Officer.)
- (5) Not transport (by any medium), maintain, or process PPBE data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by MDA. (Verification of MDA PPBE-approved contractor facilities and individuals can be obtained from the Contracting Officer.) Authorization to transport PPBE data shall be provided by the Contracting Officer.
- (6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to PPBE data.

f. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to PPBE data, such as departures, new employees, or employees who no longer need access to such data under this contract.

g. Contractor personnel who have been granted access to PPBE data shall process, when possible, such data in Government workspaces using equipment furnished by the Government. However, if a contractor anticipates processing PPBE data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's written request should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

- (1) Information Management and Technology Operations – all information technology equipment to include telefax and reproduction machines.
- (2) Infrastructure and Environment Directorate – all other equipment and furniture.

h. Processing PPBE data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of PPBE data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining and safeguarding such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045.01. The plan shall be approved in writing by the Contracting Officer prior to removal of any PPBE data from a Government facility or the processing of any such data in the contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of PPBE data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer.

NOTE: A plan is not required for Contractor personnel who have been given prior access to PPBE data to transport, process, or maintain such data at a Government or an MDA-approved contractor facility. (Verification of MDA approved Contractor facilities and authorized personnel can be obtained only from the Contracting Officer.)

i. If the Contractor is not required to process PPBE data at its facility(s), the contractor shall inventory all Government documents in its possession. The contractor shall notify the Contracting Officer in writing of such documents and request the method of document disposal. If the requirement to process such data at the contractor's facility(s) changes in the future, compliance with paragraph h above shall be required.

j. The Contractor shall provide training for all employees who require access to PPBE data on the proper handling and disclosure of such data. The contractor shall be responsible for ensuring that persons in their employment that have been granted access to PPBE data understand the consequences of divulging such data. Revealing PPBE data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests.

k. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies, as provided for under this contract or under Federal laws. Noncompliance with the provisions of this clause may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

#### H-10 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2009)

a. An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. See the definition at FAR 2.101. These functions include those activities that require either the exercise of discretion or the making of value judgments in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the Contracting Officer's Representative (COR).

b. The Contractor shall ensure that its employees under this contract do not perform inherently governmental functions as described in FAR 2.101 and 7.503. In the event the Contractor is concerned that work requested of it constitutes an inherently governmental function, it shall immediately inform the Contracting Officer.

#### H-11 SENSITIVE INFORMATION TECHNOLOGY WORK (APR 2009)

DoD 5200.2-R, DoD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards)



either electronically or on magnetic media to: Missile Defense Agency, Security and Program Protection (MDA/DOSS); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 60 working days assign qualified personnel to any vacancy(ies) thus created.

#### H-12 TOP SECRET PERIODIC REINVESTIGATION (MAY 2009)

When Contractor personnel with TOP SECRET clearance are due for a Periodic Reinvestigation (PR), the Contractor shall monitor and determine if the individual currently has access to Sensitive Compartmented Information (SCI) or if eligibility for access to SCI is required to support the contract. The Contractor's Facility Security Officer, or other authorized official, will ensure that Contractor personnel having access to or eligibility for access to SCI is submitted for a Periodic Reinvestigation meeting SCI standards. This will ensure that once the investigation is completed, the appropriate Central Adjudication Facility will also have the investigation adjudicated for continued eligibility for access to SCI.

Failure to have the PR meet SCI standards will most likely result in the individual being denied continued access to SCI until a PR is re-investigated to appropriate standards. The Contractor will be required to provide an eligible replacement within 60 working days if required.

#### H-13 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2009)

Prior to the departure of on-site contractor employees, the departing employee shall complete an MDA Form 14, Out Processing Checklist as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed MDA Form 14 to the Contracting Officer to be retained in the official contract file by the Contracting Officer.

#### H-14 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (MAY 2009)

a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP - DODI 8510.01).

b. The contractor shall be responsible for all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DODI 8510.01.

#### H-15 PROHIBITION ON CROSS TEAMING (JUL 2009)

a. Cross teaming is prohibited at the prime and subcontract level for the same functional capability group under the basic contracts and the subsequent task orders. This prohibition also applies to affiliated companies.

b. The only exception is the case where a single supplier provides a core functional requirement unique to MDA. In the event that the supply chain for one function is exclusive to one subcontractor then more than one prime contractor may include this critical supplier in the proposed list of subcontractors. Market research must be submitted to support this industrial base assertion.

c. This clause does not apply to AbilityOne nonprofit agencies, as described in FAR Subpart 8.7. AbilityOne nonprofit agencies can be in multiple teams for the same functional capability group under the basic contracts and the subsequent task orders.

d. Prime contractors can add subcontractors to their team during contract performance after written notification has been provided to the contracting officer.

#### H-16 ACQUISITION OMBUDSMAN (MAY 2009)

The MDA Acquisition Ombudsman is the Executive Director of the Agency. Government and contractor personnel may directly contact the Acquisition Ombudsman to ask that he inquire into any acquisition integrity issue and resolve it appropriately. The Acquisition Ombudsman will assist in handling integrity, fairness or other issues associated with individual contracts, award fee recommendations, and negotiations. His objective is to help MDA ensure that our processes, and their implementation, are fair, unbiased and consistent. You may contact the Acquisition Ombudsman at 703-697-7691, or by mail at Missile Defense Agency/DX, 7100 Defense Pentagon, Washington, D.C. 20307-7100.

#### H-17 ENTRY OF ADDITIONAL CONTRACTORS (MAY 2009)

The Government reserves the right to add additional contractors to each capability group, particularly if contractors do not maintain a satisfactory record of past performance, if the number of contractors in any capability group should fall below two contractors.

#### H-18 ASSIGNMENT OF RIGHTS (Task Orders) (JUN 2009)

Per DFARS 252.227-7020, Rights in Special Works, those works specifically identified in the individual task orders that are first produced, created, or generated under the task order and required to be delivered must contain the following notice: "C (Year date of delivery) United States Government, as represented by the Secretary of Defense. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract or specifically approved by the Government. Use on other federal Government contracts is approved, unless otherwise stated in the task order.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Subcontract Awards	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-11	Cost Contract--No Fee	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
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	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004

52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1 (Dev)	Government Property (June 2007)	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JAN 2009
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995

252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
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
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through 60 months after contract award (base ID/IQ expiration).

(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 \$5,000, 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 \$100,000,000.

(2) Any order for a combination of items in excess of \$100,000,000.

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the expiration of the ordering period.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR)  
<http://www.arnet.gov/far/>

Defense Federal Acquisition Regulation Supplement (DFARS)  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)



## 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(Note: this clause will be applicable to fixed price task orders that are incrementally funded.)

(a) Contract line item(s) 0006 is incrementally funded. For these item(s), the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(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 is not authorized 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 (j) 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 (j) 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 (j) 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 is 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) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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

To be determined at TO level

On execution of contract \$--

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----

(End of clause)

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

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Attachment 1	Performance Work Statement (PWS) for Agency Operations Support Capability Group	17 Jun 09	8
Attachment 2	Labor Competency Levels, Descriptions, and Rates (LCDR) Table as provided in the contractor's proposal, dated 3 Jun 10, are incorporated by reference.		
Attachment 3	DD Form 254, Contract Security Classification Specification	11 Jun 10	16
Attachment 4	Small Business Subcontracting Plan	15 Aug 09	13
Attachment 5	PPBE Non Disclosure Form (Form 099)	Mar 09	2
Attachment 6	Missile Defense Agency Statement of Policy Regarding Organizational Conflict of Interest (OCIs)	8 Jun 09	7
Attachment 7	Acronyms List	17 Jun 09	8