

|  |                         |  |               |  |   |                                 |         |
|--|-------------------------|--|---------------|--|---|---------------------------------|---------|
| <b>AWARD/CONTRACT</b>  |                         | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) |               | RATING<br>DX-C9  |   | PAGE OF PAGES<br>1   63         |         |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>HQ0147-14-D-0002-P00014  |                         | 3. EFFECTIVE DATE<br>10 Oct 2013                             |               | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |   |                                 |         |
| 5. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001   |                         | CODE HQ0147  |               | 6. ADMINISTERED BY (If other than Item 5)<br>DCMA HUNTSVILLE<br>1040 RESEARCH BLVD<br>SUITE 100<br>MADISON AL 35758-2040   |   | CODE S0107A                     |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>ANALYTICAL SERVICES, INC.<br>350 VOYAGER WAY NW<br>HUNTSVILLE AL 35806-3200   |                         |  |               | 8. DELIVERY<br>[ ] FOB ORIGIN [X] OTHER (See below)  |   |                                 |         |
|  |                         |  |               | 9. DISCOUNT FOR PROMPT PAYMENT   |   |                                 |         |
|  |                         |  |               | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:  |   | ITEM                            |         |
| CODE 0Z229   |                         | FACILITY CODE  |               | 12. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182264<br>COLUMBUS OH 43218-2264   |   |                                 |         |
| 11. SHIP TO/MARK FOR<br><br>See Schedule   |                         | CODE   |               | CODE HQ0338  |   |                                 |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN<br>COMPETITION:<br>[ ] 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                     |         |
| <b>SEE SCHEDULE</b>  |                         |  |               |  |   |                                 |         |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>   |                         |  |               |  |   | <b>\$157,120,496.00 EST</b>     |         |
| <b>16. TABLE OF CONTENTS</b>   |                         |  |               |  |   |                                 |         |
| (X)  | SEC.                    | DESCRIPTION  | PAGE(S)       | (X)  | SEC.  | DESCRIPTION                     | PAGE(S) |
| <b>PART I - THE SCHEDULE</b>   |                         |  |               | <b>PART II - CONTRACT CLAUSES</b>  |   |                                 |         |
| X  | A                       | SOLICITATION/ CONTRACT FORM                                  | 1             | X  | I   | CONTRACT CLAUSES                | 55 - 62 |
| X  | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                       | 2 - 12        | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>  |   |                                 |         |
| X  | C                       | DESCRIPTION/ SPECS./ WORK STATEMENT                          | 13 - 24       | X  | J   | LIST OF ATTACHMENTS             | 63      |
| X  | D                       | PACKAGING AND MARKING  | 25            | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>  |   |                                 |         |
| X  | E                       | INSPECTION AND ACCEPTANCE                                    | 26            | K  | REPRESENTATIONS, CERTIFICATIONS AND<br>OTHER STATEMENTS OF OFFERORS |                                 |         |
| X  | F                       | DELIVERIES OR PERFORMANCE                                    | 27 - 28       |  |   |                                 |         |
| X  | G                       | CONTRACT ADMINISTRATION DATA                                 | 29 - 34       | L  | INSTRS., CONDS., AND NOTICES TO OFFERORS                            |                                 |         |
| X  | H                       | SPECIAL CONTRACT REQUIREMENTS                                | 35 - 54       | M  | EVALUATION FACTORS FOR AWARD  |                                 |         |
| <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 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                         |  |               | 18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0147-10-R-0030-0009 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |   |                                 |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)  |                         |  |               | 20A. NAME OF CONTRACTING OFFICER<br>(b)(6) / CONTRACTING OFFICER<br>TEL: (b)(6) EMAIL: (b)(6)  |   |                                 |         |
| 19B. NAME OF CONTRACTOR  |                         | 19C. DATE SIGNED   |               | 20B. UNITED STATES OF AMERICA<br>(b)(6)  |   | 20C. DATE SIGNED<br>10-Oct-2013 |         |
| BY _____<br>(Signature of person authorized to sign)   |                         |  |               | BY _____<br>(Signature of Contracting Officer)   |   |                                 |         |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT           | UNIT PRICE           | MAX AMOUNT    |
|---------|---|-----------------|----------------|----------------------|---------------|
| 0001    | MDDC Labor<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed T/O. This CLIN includes labor only.<br>FOB: Destination | (b)(4)          | Labor<br>Hours | UNDEFINED            | (b)(4)        |
|         |   |                 |                | MAX COST             | (b)(4) (EST.) |
|         |   |                 |                | FIXED FEE            | (b)(4)        |
|         |   |                 |                | TOTAL MAX COST + FEE | (b)(4) (EST.) |

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| ITEM NO | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|-----------------|------|------------|------------|
| 0002    | ODCs/Incidental Consumables/Materials<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Cost | UNDEFINED  | (b)(4)     |
|         |  |                 |      | MAX COST   | (b)(4)     |

FSC CD: 7010

| ITEM NO  | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------|--|-----------------|------|------------|------------|
| 0003     | Travel<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
| MAX COST |  |                 |      |            | (b)(4)     |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004    | Contract Data<br>Requirements Lists<br>(CDRLs)   | 1        | Lot  |            |        |
| CPFF    | Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRLs), Section J, Exhibit A. This CLIN is valid during the base period. This CLIN is not separately priced. Specific CDRL requirements shall be identified in each task order (T/O). |          |      |            |        |

FSC CD: AC23

| ITEM NO              | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE | MAX AMOUNT    |
|----------------------|--|-----------------|----------------|------------|---------------|
| 0005                 |  | (b)(4)          | Labor<br>Hours | UNDEFINED  | (b)(4)        |
| OPTION               | MDDC Labor - First Option<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed T/O. This CLIN includes labor only.<br>FOB: Destination |                 |                |            |               |
| MAX COST             |  |                 |                |            | (b)(4) (EST.) |
| FIXED FEE            |  |                 |                |            | (b)(4) (EST.) |
| TOTAL MAX COST + FEE |  |                 |                |            | (b)(4) (EST.) |

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0006<br>OPTION | ODCs/Incidental Consumables-First Option<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Cost | UNDEFINED  | (b)(4)     |
|                |   |                 |      | MAX COST   | (b)(4)     |

FSC CD: 7010

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0007<br>OPTION | Travel - First Option<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
|                |   |                 |      | MAX COST   | (b)(4)     |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0008    | CDRLs - First Option   | 1        | Lot  |            |        |
| CPFF    | Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRLs), Section J, Exhibit B. This CLIN is valid during the first option period. This CLIN is not separately priced. Specific CDRL requirements shall be identified in each task order (T/O). |          |      |            |        |

FSC CD: AC23



| ITEM NO | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE           | MAX AMOUNT    |
|---------|--|-----------------|----------------|----------------------|---------------|
| 0009    |  | (b)(4)          | Labor<br>Hours | UNDEFINED            | (b)(4)        |
| OPTION  | MDDC Labor - Second Option<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed<br>T/O. This CLIN includes labor only.<br>FOB: Destination |                 |                |                      |               |
|         |  |                 |                | MAX COST             | (b)(4) (EST.) |
|         |  |                 |                | FIXED FEE            | (b)(4)        |
|         |  |                 |                | TOTAL MAX COST + FEE | (b)(4) (EST.) |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|------------|
| 0010    |   | 1               | Cost | UNDEFINED  | (b)(4)     |
| OPTION  | ODCs/Incidental Consumable-Second Option<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow<br>for payment of appropriate indirect costs. The NTE amount is inclusive of all<br>direct and indirect costs.<br>FOB: Destination |                 |      |            |            |
|         |   |                 |      | MAX COST   | (b)(4)     |

FSC CD: 7010

| ITEM NO        | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|------------|------------|
| 0011<br>OPTION | Travel - Second Option<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
| MAX COST       |  |                 |      |            | (b)(4)     |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0012    | CDRLs - Second<br>Option  | 1        | Lot  |            |        |
| CPFF    | Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRLs), Section J, Exhibit C. This CLIN is valid during the Second Option Period. This CLIN is not separately priced. Specific CDRL requirements shall be identified in each task order (T/O). |          |      |            |        |

FSC CD: AC23

| ITEM NO              | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE | MAX AMOUNT    |
|----------------------|--|-----------------|----------------|------------|---------------|
| 0013<br>OPTION       | MDDC Labor - Third Option<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed T/O. This CLIN includes labor only.<br>FOB: Destination | (b)(4)          | Labor<br>Hours | UNDEFINED  | (b)(4)        |
| MAX COST             |  |                 |                |            | (b)(4) (EST.) |
| FIXED FEE            |  |                 |                |            | (b)(4) (EST.) |
| TOTAL MAX COST + FEE |  |                 |                |            | (b)(4) (EST.) |

FSC CD: AC23

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0014<br>OPTION | ODCs/Incidental Consumables-Third Option<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow<br>for payment of appropriate indirect costs. The NTE amount is inclusive of all<br>direct and indirect costs.<br>FOB: Destination | 1               | Cost | UNDEFINED  | (b)(4)     |
|                |   |                 |      | MAX COST   | (b)(4)     |

FSC CD: 7010

| ITEM NO        | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|-----------------|------|------------|------------|
| 0015<br>OPTION | Travel - Third Option<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect<br>costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
|                |  |                 |      | MAX COST   | (b)(4)     |

FSC CD: AC23

| ITEM NO        | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE            | MAX AMOUNT |
|----------------|--|-----------------|------|-----------------------|------------|
| 0016<br>OPTION | CDRLs - Third Option<br>CPFF<br>Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRLs), Section J, Exhibit D. This CLIN is valid during the Third Option Period. This CLIN is not separately priced. Specific CDRL requirements shall be identified in each task order (T/O).<br>FOB: Destination | 1               | Lot  |                       | NSP        |
|                |  |                 |      | MAX COST<br>FIXED FEE | (b)(4)     |
|                |  |                 |      | TOTAL MAX COST + FEE  |            |

FSC CD: AC23

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT           | UNIT PRICE            | MAX AMOUNT    |
|----------------|---|-----------------|----------------|-----------------------|---------------|
| 0017<br>OPTION | MDDC Labor - Fourth Option<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed T/O. This CLIN includes labor only.<br>FOB: Destination | (b)(4)          | Labor<br>Hours | UNDEFINED             | (b)(4)        |
|                |   |                 |                | MAX COST<br>FIXED FEE | (b)(4) (EST.) |
|                |   |                 |                | TOTAL MAX COST + FEE  | (b)(4) (EST.) |

FSC CD: AC23



| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0018<br>OPTION | ODCs/Incidental Consumable-Fourth Option<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow<br>for payment of appropriate indirect costs. The NTE amount is inclusive of all<br>direct and indirect costs.<br>FOB: Destination | 1               | Cost | UNDEFINED  | (b)(4)     |
| MAX COST       |   |                 |      |            | (b)(4)     |

FSC CD: 7010

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0019<br>OPTION | Travel - Fourth Option<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect<br>costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
| MAX COST       |   |                 |      |            | (b)(4)     |

FSC CD: AC23

| ITEM NO               | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|-----------------------|---|-----------------|------|------------|------------|
| 0020<br>OPTION        | CDRLs - Fourth Option<br>CPFF<br>Data to be delivered under this contract shall be that cited in the Contract Data<br>Requirements List (CDRLs), Section J, Exhibit E. This CLIN is valid during the<br>Fourth Option Period. This CLIN is not separately priced. Specific CDRL<br>requirements shall be identified in each task order (T/O).<br>FOB: Destination | 1               | Lot  |            | (b)(4)     |
| MAX COST<br>FIXED FEE |   |                 |      |            | (b)(4)     |
| TOTAL MAX COST + FEE  |   |                 |      |            |            |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE           | MAX AMOUNT    |
|---------|--|-----------------|----------------|----------------------|---------------|
| 0021    |  | (b)(4)          | Labor<br>Hours | UNDEFINED            | (b)(4)        |
| OPTION  | MDDC Labor - Fifth Option<br>CPFF<br>Provide Supplies/Services outlined in the SOW, as defined in a fully-executed T/O. This CLIN includes labor only.<br>FOB: Destination |                 |                |                      |               |
|         |  |                 |                | MAX COST             | (b)(4) (EST.) |
|         |  |                 |                | FIXED FEE            | (b)(4)        |
|         |  |                 |                | TOTAL MAX COST + FEE | (b)(4) (EST.) |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|-----------------|------|------------|------------|
| 0022    |   | 1               | Cost | UNDEFINED  | (b)(4)     |
| OPTION  | ODCs/Incidental Consumables-Fifth Option<br>COST<br>ODCs/Incidental Consumables/Materials are not fee bearing; however, do allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination |                 |      |            |            |
|         |   |                 |      | MAX COST   | (b)(4)     |

FSC CD: 7010

| ITEM NO        | SUPPLIES/SERVICES   | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|-----------------|------|------------|------------|
| 0023<br>OPTION | Travel - Fifth Option<br>COST<br>Travel is not fee bearing; however, allow for payment of appropriate indirect costs. The NTE amount is inclusive of all direct and indirect costs.<br>FOB: Destination | 1               | Lot  | UNDEFINED  | (b)(4)     |
| MAX COST       |   |                 |      |            | (b)(4)     |

FSC CD: AC23

| ITEM NO               | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|-----------------------|--|-----------------|------|------------|------------|
| 0024<br>OPTION        | CDRLs - Fifth Option<br>CPFF<br>Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRLs), Section J, Exhibit F. This CLIN is valid during the Fifth Option Period. This CLIN is not separately priced. Specific CDRL requirements shall be identified in each task order (T/O).<br>FOB: Destination | 1               | Lot  |            | (b)(4)     |
| MAX COST<br>FIXED FEE |  |                 |      |            | (b)(4)     |
| TOTAL MAX COST + FEE  |  |                 |      |            | (b)(4)     |

FSC CD: AC23

| ITEM NO | SUPPLIES/SERVICES  | MAX<br>QUANTITY | UNIT           | UNIT PRICE           | MAX AMOUNT    |
|---------|--|-----------------|----------------|----------------------|---------------|
| 0025    |  | (b)(4)          | Labor<br>Hours | UNDEFINED            | (b)(4)        |
| OPTION  | MDDC Surge Labor<br>CPFF<br>This CLIN applies to the basic and option ordering periods of each labor CLIN.<br>FOB: Destination |                 |                |                      |               |
|         |  |                 |                | MAX COST             | (b)(4) (EST.) |
|         |  |                 |                | FIXED FEE            | (b)(4)        |
|         |  |                 |                | TOTAL MAX COST + FEE | (b)(4) (EST.) |

FSC CD: AC23

#### IDC CONSTRAINTS MIN/MAX

##### CONTRACT MINIMUM/MAXIMUM QUANTITY OF DIRECT PRODUCTIVE LABOR HOURS (DPLH)

The minimum quantity for all orders issued against this contract shall not be less than the minimum quantity stated in the following table. The maximum quantity for all orders issued against this contract shall not exceed the maximum quantity stated in the following table.

| MINIMUM<br>QUANTITY | MAXIMUM<br>QUANTITY |
|---------------------|---------------------|
| (b)(4)              | (b)(4)              |

#### CLAUSES INCORPORATED BY FULL TEXT

##### C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Work (SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.



## Section C - Descriptions and Specifications

C-02 MDDC STATEMENT OF WORK

Missile Defense Agency (MDA)  
Missile Defense Data Center (MDDC) Program  
Statement of Work  
October 1, 2013

## I. INTRODUCTION

A strategic goal of the MDA is to test new missile defense capabilities under realistic conditions prior to system deployment. MDA Directive 3002.03 (Test Policy) provides guidance, and the Ballistic Missile Defense System (BMDS) Concept of Operations (April 8, 2009) outlines the MDA test phases and process to be followed to include Test Data Design, Planning and Management. The MDA Integrated Master Test Plan (IMTP) provides the test management baseline for the near-term and out-years. MDA Directive 3200.06 charters the MDDC to provide archiving and management of MDA test products. The MDDC Program is responsible for test product data management across MDA, including data center operations, support of test design, planning, and products, and analysis infrastructure operations for the BMDS Test Program. The MDDC Program directly supports all phases of flight and ground testing with detailed pre-mission data planning; organizational coordination across the elements and MDA directorates; prompt collection, secure dissemination, and thorough archiving of mission data; and other specialized data services. To deliver Situational Awareness (SA) during MDA mission execution, the MDDC Program provides data collection from various sensor(s), networks, and platforms to include telemetry collection and decommutation, track data, translated Global Positioning System (GPS) data, video, and voice communications. These data are then disseminated, in real-time throughout the MDA and Combatant Commands by utilizing the MDA networks and Pacific Range Support Team (PRST) Defense Information Systems Agency (DISA) communication networks. The MDDC Program supports the management and planning of resources necessary for test execution and identifies test resource conflicts and provides resolution options for event planners. The MDDC Program develops and sustains BMDS and Element level truth data plans for ground tests, flight tests, and post-flight reconstructions. The MDDC Program develops and delivers multiple Truth Data products and other analysis and documentation products. The MDDC Program is responsible for the development, sustainment and modernization operations of BMDS dedicated test data management and data analysis lab infrastructure, test data transfer network connections, distributed operations systems and servers, and other systems. The MDDC Program will improve and/or advance areas of integration, process improvement, development, and lean execution in order to succeed within a challenging and dynamic test environment.

The general areas to be supported are set forth in this SOW. These areas are not meant to be definitive, but rather represent in summary form, the general areas to be supported. Therefore, the SOW is deemed to be a basic expression of the overall contract requirement. Specific performance requirements will be set forth in each Task Order (T/O) issued under the contract. The T/Os will be issued in support of any area of the current SOW. The MDDC Program contract will be managed by a contract-level Task Order Monitor (T/OM) assigned to each specific T/O.

## 1.1 Reference Documents

- a) BMDS Test Concept of Operations, 8 APR 2009
- b) MDA Directive 3002.03, BMDS Test Policy, 21 JUN 2010
- c) MDA Directive 3200.06, Mission-Related Scientific and Technical Data/Information Management, 13 JUN 2008
- d) PRST Memorandum of Agreement, 04 November 2010
- e) MDA Instruction 4161.01-INS, Accountability and Reporting of MDA Accountable Property

- f) MDA Directive 4161.02, Item Unique Identification
- g) MIL-STD-130N, Department of Defense Standard Practice, Identification Marking of U.S. Military Property

## 2. MANAGEMENT

### 2.1 Program Management

The contractor shall be directly responsible and accountable for the program management, Mission Support operations, Operations and Sustainment activities, Program Security, General Requirements, and Special Provisions of the MDDC Program. The contractor shall provide management and programmatic support to direct, assist and facilitate the MDDC Program and test support activities and services. The contractor shall be responsive to changes in program direction, including new, revised or terminated efforts, as they are further defined by the issuance of T/Os.

2.1.1 The contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual T/O issued during the period of performance and be capable of providing support relating to the mission and functions of the MDDC Program as described in this SOW. The contractor's efforts shall be under the direction of a Program Manager (PM). The contractor's management team shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews to assure SOW compliant contract performance.

2.1.2 The contractor shall ensure that technical capability is available to provide responses to specific tasks. The contractor shall provide and sustain a trained workforce capable of providing the services specified in the T/Os as issued under this contract. All related training, continuing education, certification courses, and other similar events shall be the financial responsibility of the contractor. The contractor shall manage task priorities, short-notice suspenses, operational constraints, and other potential impacts so as to sustain schedule requirements on all T/Os.

2.1.3 The contractor shall utilize corporate best practices, program processes and procedures, standard operating procedures, and other directives.

2.1.4 The contractor shall improve performance, reduce on-site footprint, consolidate MDDC Program assets where applicable, develop and implement reconfigurable MDDC Program leave behind asset capability, deliver training material and develop and provide MDDC Program operator asset training. (Contract Data Requirements List (CDRL) \*007 Technical Report)

2.1.5 The contractor shall manage program, cost, schedule, performance, risks, subcontracts, vendors, and data to deliver and sustain an effective, suitable and affordable MDDC Program.

2.1.6 The contractor shall provide a Task Order Management Plan (T/OMP) that shall define the management system to plan and control the efforts under each specific T/O. The contractor shall delineate the plans to accomplish the effort supporting the specific T/O, to include a breakout of Direct Productive Labor Hours (DPLHs), travel, required materials, a milestone schedule, and a schedule for the planned expenditure of funds. (CDRL \*003 Task Order Management Plan)

2.1.7 Work will be performed at Government sites, national test ranges, contractor facilities and other Continental United States (CONUS) and Outside the Continental United States (OCONUS) facilities and sites as required in the performance of this SOW. The contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW. The T/Os will specify authorized travel locations and the not to exceed ceiling for the given effort. The contractor shall obtain pre-approval for travel through the T/OM(s) and or Contracting Officer's Representative (COR).

2.1.8 The contractor shall understand the interdependencies between the BMDS Test Concept of Operations (CONOPs), the BMDS Test Policy, and the MDA IMTP to align MDDC Program processes, procedures and products with said direction and policies.

2.1.9 The contractor shall plan, host, and conduct Program Management Reviews (PMRs), participate in working groups and technical interchange meetings, and conduct planning with the Government and sub-contractors for strategic planning and support for other program activities, as directed. (CDRL \*007 Technical Report)

2.1.10 The contractor shall prepare, maintain and submit comprehensive reports detailing MDDC Program activities by Government fiscal year funding. (CDRL \*001, Funds and Manpower Expenditure Report; CDRL \*002, Contract Funds Status Report (CFSR); CDRL \*004, Monthly Status Report; CDRL \*006, Final Report; CDRL \*007 Technical Report; CDRL \*026, Revisions to Existing Government Documents)

2.1.11 The contractor shall support the MDDC Program by publicizing and participating in various exhibits, symposiums, and conferences accessible to the MDA Community, as directed.

2.1.12 The contractor shall develop, update, improve and sustain standard MDDC Program operating procedures and work instructions. (CDRL \*008, Standard Operating Procedures)

2.1.13 The contractor shall provide an improved, integrated and cross-trained personnel solution across the MDDC Program, as applicable. Cross training shall be conducted for similar job activities across tasks respective to education and experience levels of the workforce.

2.1.14 The contractor shall operate and sustain MDDC Program activities during government business hours and extended hours beyond government business hours up to and including 24/7 operations, to include weekends and government and contractor holidays in support of scheduled MDA test events.

2.1.15 The contractor shall provide and execute a procurement system that leverages multiple efficiencies across the contract in the area of material purchases and management. These activities shall include:

a) Procure hardware, software, maintenance agreements, consumables and other equipment as required per T/O requirements;

b) Track and manage Government-furnished Equipment/Material (GFE/M) in accordance with Federal Acquisition Regulation (FAR) 52.245-1, Department of Defense (DoD) Instruction 5000.64, and MDA Instruction 4161.01-INS, Accountability and Reporting of MDA Property. The Contractor shall provide the following CDRLs: 1) Final Government Property Inventory Report (CDRL \*022), and 2) Physical Inventory Schedule and Reports for Government-furnished Property (GFP) (CDRL \*023). The Contractor shall provide an electronic status report, in accordance with the applicable CDRL, describing the condition and usage status of GFE/M received under this contract. CDRL reporting shall exclude material purchased by the Contractor for use in deliverable end items and scrapped material consumed in testing. In the report, the Contractor shall also document part numbers and National Stock Numbers (NSNs), when available, and justify any requested GFE changes in Requirements compared to the GFE/M list in the contract. The Contractor shall notify and coordinate the repair and test of GFE/M items as required to support the program; (CDRL \*022, Final Government Property Inventory Report; CDRL \*023, Physical Inventory Schedule and Reports for GFP)

c) Implement and sustain property accountability processes and procedures as appropriate and required; (CDRL \*008, Standard Operating Procedures)

d) Identify and mark components, parts, and end items as required for Item Unique Identification (IUID) in accordance with (IAW) MDA Directive 4161.02 and FAR 52.245-1. The contractor shall ensure the IUID markings meet MIL-STD 130N. The contractor shall develop the IUID marking, enter the IUID and required data elements into the IUID Registry, and verify that the IUID numbers are not duplicated in the Unique Item Identifier (UII) Registry;

- e) Develop, implement and execute technical sustainment plans for planned and ongoing Operation and Sustainment activities for the contract; (CDRL \*009, Technical Sustainment Plan)
- f) Implement, document and execute shipping and receiving processes/procedures for MDDC Program operations and mission support activities; (CDRL \*008, Standard Operating Procedures)
- g) Develop, implement, document, execute and maintain short- and long-term financial and technical upgrade/enhancement plans to encompass procurement methodologies and material purchase/maintenance plans to maximize Government Information Technology (IT) Infrastructure expenditures. (CDRL \*010, Technical Upgrade/Enhancement Plan; CDRL \*011, Material Purchase/Maintenance Plan)

2.1.16 Deliverables, either stated in a given T/O or required as a standard item pursuant to this contract, shall be strictly IAW the DD Form 1423, Contract Data Requirements List (CDRLs).

2.1.17 The contractor shall identify contractor internal data which has been generated by the contractor in compliance with the work effort described in the SOW. (CDRL \*024, Data Accession List (DAL))

2.1.18 Enterprise-wide Contractor Manpower Reporting Application (eCMRA). (CDRL \*026, Revisions to Existing Government Documents)

- a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Missile Defense Agency via a secure data collection site.
- b) The contractor shall completely fill in all required data fields using the following web address:  
<http://www.ecmra.mil>.
- c) Beginning January 1, 2013, reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30.
- d) While inputs may be reported at any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at <http://www.ecmra.mil>.

### 3. MISSION ASSURANCE

#### 3.1 Quality Assurance

3.1.1 The contractor shall develop, implement, and maintain a quality assurance program to ensure that products and services conform to requirements.

3.1.2 The contractor shall identify and develop a system of metrics, which are both strategic and tactical, to track those processes that are critical to MDDC Program operations. These processes include customer satisfaction, system and program performance, maintenance activities, and problem resolution statistics. Metrics reports shall be generated and submitted monthly as part of the monthly status report or upon request by the COR and T/OM. (CDRL \*004, Monthly Status Report; CDRL \*007, Technical Report)

3.1.3 After award of the resulting basic contract and issuance of the first Task Order, the contractor shall coordinate with the Government during the transition phase to develop an appropriate Quality Assurance Surveillance Plan (QASP) (CDRL \*026) to be used to monitor the resulting basic contract and task order performance. Applicable QASP metrics will be developed that provide indicators for program critical areas of schedule and progress, growth and stability, funding and resources, and adequacies of technical activities for each executed task order, as needed. Metrics proposed in response to SOW paragraph 3.1.2 will be considered when developing the QASP. (CDRL \*026, Revisions to Existing Government Documents)

#### 3.2 Environmental Safety and Health (ESH)



3.2.1 The contractor shall integrate applicable federal, state, and local ESH laws and regulations, Executive Orders, treaties, and policies into all phases of program execution. Applicable facilities, processes, and operations (including those of subcontractors) shall be compliant to ensure a safe work environment in accordance with FAR 23, "Environment, Energy and Water Efficiency, Renewable, Energy Technologies, Occupation Safety, and Drug-Free Workplace."

#### 4. OPERATIONS AND SUSTAINMENT

##### 4.1 Library Operations

The contractor shall manage, operate, improve and sustain MDDC Program Library Operation activities, to include timely and secure receipt, cataloging, ingestion, transfer and distribution of MDA Flight and Ground Test data products and other data products during normal business hours, as directed by the government. (CDRL \*013, Library Operations Data Package)

##### 4.2 Test Support System (TSS) (CDRL \*014, Test Support System Data Package)

###### 4.2.1 The contractor shall:

a) Design, develop, integrate, implement and sustain; software, network design, data/video compression algorithms and integrate hardware for mission critical displays, situational awareness, high quality video distribution and projection via MDA support networks. Associated systems may include telecommunication systems, local and wide area networks, client servers, internet-based systems, voice and data information distribution systems, integrated audio/visual information systems, display system, routers/hubs, multi-layer switches, access servers, fiber optics, video teleconferencing systems, etc; (CDRL \*016, Software Development Data Package)

b) Design, develop, integrate, implement, and sustain software, network design, data/video compression algorithms and integrate hardware for real-time mission critical data acquisition, processing & distribution via MDA critical support networks. Associated systems may include telecommunication systems, local and wide area networks, client servers, internet-based systems, voice and data information distribution systems, integrated audio/visual information systems, display system, routers/hubs, multi-layer switches, access servers, fiber optics, video teleconferencing systems, etc; (CDRL \*016, Software Development Data Package)

c) Provide real-time pointing data to MDA mobile sensor platforms and test range instrumentation as required by flight test requirements documents;

d) Design, develop, integrate, implement, sustain software and integrate hardware for local and remote site mission support equipment and software for the telemetry data processing and transport; (CDRL \*016, Software Development Data Package)

e) Interface with the PRST DISA certified communications architecture;

f) Validate and produce Pre-Mission Radio Frequency (RF) telemetry playback files for system verification and operator training, real-time target and interceptor telemetry processing for mission execution;

g) Design, develop, integrate, implement, sustain software and integrate hardware for 3 dimensional (3D) parametric and seeker displays for situational awareness purposes; (CDRL \*016, Software Development Data Package)

h) Design, develop, integrate, implement, sustain software and integrate hardware for telemetry links, data recording and post mission data reduction. The associated support systems may include, but not be limited to, analog and digital data recorders, digital decommutation, high-speed data processors/filters and mission visualization; (CDRL \*016, Software Development Data Package)

i) Utilize and validate GFE GPS data processing and analysis equipment for flight test events;

j) Design, develop, integrate, implement, sustain software and integrate hardware for and utilize a test resources deconfliction and planning tool; (CDRL \*016, Software Development Data Package)

k) Support both classified and unclassified activities for local and remote site mission support and IMPT version updates;

l) Propose efficiencies and improve effectiveness across the TSS by developing innovative cross-utilization of personnel and operator training to include the development and delivery of TSS training material. (CDRL \*007 Technical Report)

#### 4.3 Data Management

##### 4.3.1 The contractor shall:

a) Perform data management operations for MDA test events in accordance with mission execution timelines;

b) Perform data coordination with the data provider and data user communities;

c) Identify data collected and data recipients for all phases of testing to include both pre-mission, countdown events, and post-mission;

d) Generate and manage inputs to the Integrated Data Management Plans and Data Handling Plans (IDMPs/DHPs) documentation in accordance with mission execution timelines; (CDRL \*018, Mission Support Data Package)

e) Track, collect, and report the status of data receipt and distribution for test data as part of the Program QASP (ref.: SOW section 3.1.3.).

#### 4.4 Truth Analysis (CDRL \*015, Truth Analysis Data Package)

##### 4.4.1 The contractor shall:

a) Collect and prioritize truth data requirements for MDA flight and ground tests and “real world” events as directed;

b) Design, develop, integrate, implement, and sustain software analysis tools for both flight and ground test; (CDRL \*016, Software Development Data Package)

c) Develop best estimated trajectories for interceptor and target objects, both instrumented and un-instrumented (in 3-degrees of freedom (DOF) and 6-DOF formats), to include debris observations;

d) Perform both radar and optical signature analyses with respect to targets and interceptors;

e) Identify ground test truth configuration and presentation observations during dry runs, integration runs, and runs for records with regard to the Test Case Configuration Document and threat documentation;

f) Identify and resolve anomalies seen in truth data sets.

g) All computer software developed during the performance of the contract shall be developed with Government funding, shall be characterized as Unlimited Rights computer software (see DFARS 252.227-7014), shall be delivered to the Contracting Officer having no restrictions to use and distribution by the Government, and shall be delivered to the Government as both source and executable code.

#### 4.5 Software Development (CDRL \*016, Software Development Data Package)

The contractor shall support the complete lifecycle of BMDS missions and the MDDC Program objectives by developing, delivering, improving and sustaining products for mission planning, mission operations, data collection, data distribution, data transfer, data compression, library operations, test support system, communications, telemetry, visualization, advanced guidance and telemetry algorithm development, truth and metrics. These products and toolsets include the cadre of MDDC Program government owned software, tools, and databases, data management software, test analysis software, situational awareness and real-time data transfer software, test resource planning and conflict/resolution software, and telemetry analysis software. The contractor shall maintain in a useable format current and revised versions of government provided software, developed software and software tools used to support the MDDC Program. All supporting technical data and computer software documentation shall be delivered.

4.5.1 The contractor shall:

- a) Develop, implement, follow, and maintain a Software Development Plan to include standard, best-practice processes commensurate with Software Engineering Institute/Capability Maturity Model Integration (SEI/CMMI) Level 3 (at a minimum) certification for performing MDDC Program software engineering and development functions. These functions shall include project planning, monitoring and control; requirements development, management, and validation / verification; source code configuration management, development, integration, test, validation / verification, testing, implementation, sustainment/maintenance, operation and documentation; database systems management, development, maintenance, and enhancement; and system and software change control for MDDC Program software;
- b) Design, develop, integrate, implement and sustain software in support of MDDC Program areas of responsibilities IAW the Software Development Plan;
- c) Integrate commercial off-the-shelf (COTS), Government off-the-shelf (GOTS), and Open Source software (For Open Source Software see Section H Clause H-35) to enhance the capabilities of internally developed MDDC Program software to satisfy software enhancement requirements;
- d) Periodically report the status of the MDDC Program software development efforts as part of the Program QASP (ref.: SOW section 3.1.3.);
- e) Utilize an integrated software development team that leverages personnel and material efficiencies across the MDDC Program.

4.5.2 All computer software developed during the performance of the contract shall be developed with Government funding, shall be characterized as Unlimited Rights computer software (see DFARS 252.227-7014), shall be delivered to the Contracting Officer having no restrictions to use and distribution by the Government, and shall be delivered to the Government as both source and executable code. For any commercial software proposed to be utilized and/or modified for use during the performance of the contract, the contractor shall request in writing to the Contracting Officer regarding an approval authorization for the commercial software to be utilized, and/or modified for use during the contract for operation of the MDDC program. The contractor shall not incorporate prior developed computer software in computer software developed during the performance of the contract without prior written approval authorization from the Contracting Officer. Any modifications to prior developed computer software, and subsequent required delivery of the modified computer software, shall be considered a "Special Work" pursuant to DFARS 252.227-7020, Rights in Special Works, which requires grant to the Government of unlimited rights and/or grant to the Government of a royalty-free, world-wide, nonexclusive, irrevocable license to use and distribute the computer software. No limited rights or restricted rights technical data, operating systems, and/or computer software, or proprietary commercial software shall be delivered under the MDDC program during the performance of the contract, unless the contractor requests in writing and receives in writing from the Contracting Officer an authorization to incorporate limited rights and/or restricted rights information, and/or proprietary commercial software in operations of the MDDC program and/or in deliverables under the contract.

4.6 Information Technology Infrastructure (CDRL \*017, Information Technology Data Package)

The contractor shall develop, operate, document and sustain integrated IT Operations, System and Network Management and Administration, IMTP and Test Functional Analysis Lab Operation Management, and Information Assurance (IA) product development for assigned MDDC Program networks and systems as required by the Government. These activities shall include, but are not limited to:

- a) Design, develop, implement, interface, test, update, operate, sustain and document the hardware and software associated with the systems, servers, networks and associated equipment for the MDDC Program to perform MDDC Program operations at multiple locations; (CDRL \*016, Software Development Data Package)
  - b) Maintain and acquire DoD/MDA accreditation for continuing operations for the systems and networks maintained by the MDDC Program IAW the DoD Information Assurance Certification and Accreditation Process (DIACAP) and applicable DoD and MDA IA and systems administration/network administration requirements;
  - c) Collaborate and coordinate with internal and external MDA entities, other Government agencies and Contractor organizations to plan, document, and execute network communication interfaces between MDDC Program network infrastructure and other network infrastructures in support of the MDDC Program operations and mission requirements;
  - d) Maintain and acquire the certifications necessary for IA and administrative personnel to meet DoD, MDA IA, and MDDC Program requirements for security, systems and network administration, and operating systems certification IAW DoD 8570.1-M. Develop and maintain documentation packages for this effort;
  - e) Develop/update documentation, processes, procedures, CONOPS, configurations and architectures for MDDC Program Information Architecture systems and networks. Develop, update, and sustain system and network level documentation packages;
  - f) Develop, deliver, implement, execute, and sustain documentation, processes and procedures for IT Contingency/Disaster Recovery (DR) IAW MDA guidance. Successfully conduct periodic DR tests IAW the documented processes and procedures;
  - g) Operate and sustain a single help desk across the MDDC Program in support of the current and future customer base as related to MDDC Program Operations;
  - h) Build, develop, operate, document, accredit, and sustain integrated test functional analysis labs and other operations support labs to support planning, engineering, and operations activities;
  - i) Perform site surveys for new or additional infrastructure requirements;
  - j) Perform equipment, system, network and server installation and checkouts.
5. MISSION FOCUS (CDRL \*018, MISSION SUPPORT DATA PACKAGE)

#### 5.1 Mission Support

Mission Support constitutes providing direct support capabilities for MDA Flight and Ground Tests, external organization tests, and 'real world' events. These capabilities include providing asset de-confliction, situational awareness, telemetry operations, event data management, creation and delivery of analysis products, library operations surge support and any mission support personnel for these events. The contractor shall develop, integrate, operate, improve, and sustain operations and capabilities for Mission Support Operation activities for the MDDC Program to meet mission objectives on time for the specified scope of activities.

##### 5.1.1 Pre-Mission Activities

The contractor shall:



- a) Conduct and document planning activities to analyze and report on mission support requirements. Identify improved or new capabilities to support requirements;
- b) Perform readiness activities including planning, systems engineering, and technical support for current and future missions;
- c) Coordinate with potential users/ranges to determine specific activities and requirements;
- d) Participate in mission planning meetings by preparing and presenting briefings and reports to address capabilities, pre-mission testing performance, equipment performance, support status, data management, transfer, and product delivery;
- e) Respond to changes in test requirements and test conditions;
- f) Conduct pre-tests of support equipment and processes to ensure required performance;
- g) Design, develop, integrate, implement, and sustain software analysis tools unique to mission support for both flight and ground test; (CDRL \*016, Software Development Data Package)
- h) Conduct link margin analysis assessments for flight test telemetry, radar, optical and GPS metric data;
- i) Provide real-time sensor pointing data for both mobile sensors and range instrumentation.
- j) All computer software developed during the performance of the contract shall be developed with Government funding, shall be characterized as Unlimited Rights computer software (see DFARS 252.227-7014), shall be delivered to the Contracting Officer having no restrictions to use and distribution by the Government, and shall be delivered to the Government as both source and executable code.

#### 5.1.2 Mission Execution

The contractor shall:

- a) Deploy associated MDDC infrastructure and required technical personnel to support each mission activity;
- b) Conduct MDDC Program mission execution activities;
- c) Provide daily status reports to the Government Mission Execution Team for the duration of the defined mission;
- d) Coordinate flight test activities with the Government Mission Execution Team;
- e) Provide real-time telemetry displays for mission critical data and situational awareness displays for sites as specified in the Director for Test (DT) Viewing Plans;
- f) Provide real-time sensor pointing data for both mobile sensors and range instrumentation.

#### 5.1.3 Post-Mission Activities

The contractor shall:

- a) Perform post-mission MDDC Program capability activities;
- b) Support post-test technical interchange meetings;

c) Provide post-mission reports as specified in the Mission Requirements Document (MRD), Data Handling Plan, and Integrated Data Management Plan;

d) Validate pre-mission predictive models with actual flight test data collection and update predictive telemetry, radar, optical and GPS models based on post mission performance results;

e) Transfer and deliver test event data collection utilizing approved networks.

## 6. Security

### 6.1 Security Operations

6.1.1 The contractor shall continually demonstrate to MDA that it is properly staffed and capable of handling, processing, and protecting classified data IAW with DoD and MDA security requirements. The contractor shall perform the following activities:

a) Provide day-to-day security operations within the MDDC Program and associated labs operating under MDDC/DTD purview to include, but not limited to (a) receipt, processing, and distribution of data up to TOP SECRET;

b) Provide personnel to implement day-to-day security procedures that provide appropriate protection of BMDS data and information, associated labs, and software security measures;

c) Provide security during periods when 24/7 support to MDA Test activities is required;

d) Provide personnel for the security of the data and information of the MDDC Program and associated labs, implementing and sustaining physical, procedural and software security measures;

e) Maintain a master catalogue of the MDDC Program classified and unclassified data holdings;

f) Sustain cradle-to-grave accountability of all MDDC Program holdings and implement processes and procedures to achieve the required accountability.

6.1.2 The contractor shall assist in obtaining and maintaining the physical security accreditations of all facilities in which the MDDC Program has oversight responsibility. The contractor shall perform the following activities:

a) On a daily basis, provide multidiscipline (physical, information, personnel, etc.) administrative security support to all personnel located within MDDC/DTD lab facilities;

b) Assist the government in maintaining current accreditations and monitoring all activities within MDA/DTD lab facilities that could affect security operations;

c) Assist the government in preparing for, and representing the MDDC Program in, security surveys and inspections.

6.1.3 The contractor shall operate and sustain multiple unclassified and classified information systems IAW the DIACAP. The contractor shall follow and implement applicable DoD IA Policy and Regulations and MDA guidance and directives and sustain the ability to demonstrate compliance with regulation and policy at all times.

6.1.4 Regardless of the classification (Unclassified, Confidential, Secret, TOP SECRET), the contractor shall perform required data management tasks as follows:

a) Employ a sufficient number of personnel with TOP SECRET clearances to ensure that all areas of responsibility and tasks are adequately covered at the TOP SECRET level;

- b) Be responsive to all change(s) in security requirements;
- c) Implement the requirements associated with classified information and caveats.

## 7. SPECIAL PROVISIONS

### 7.1 Relocation of Operations

7.1.1 If, during the period of performance of this contract, it is determined that the MDDC Program-controlled infrastructures are to be moved from one location to another, the contractor shall develop and execute an effective, coordinated transition/move plan that ensures delivery of uninterrupted service, while relocating the MDDC Program and test analysis lab infrastructure pursuant to issuance of a T/O. (CDRL \*020, Relocation of Operations Plan)

### 7.2 Transition of Contract

7.2.1 The contractor shall develop and execute a transition plan to ensure an efficient process, an orderly transition, and minimal disruption to the operation and sustainment of the MDDC Program, associated labs, and on-going missions. (CDRL \*021, Transition Plan)

## APPENDIX A TO THE SCOPE OF WORK ACRONYMS

|        |   |
|--------|---|
| 3D     | 3 Dimension / 3 Dimensional                                       |
| BMDS   | Ballistic Missile Defense System                                  |
| CDRL   | Contract Data Requirements List                                   |
| CONOPS | Concept of Operations   |
| CONUS  | Continental United States   |
| COR    | Contracting Officer Representative                                |
| COTS   | Commercial off-the-shelf  |
| DFARS  | Defense Federal Acquisition Regulation Supplement                 |
| DHP    | Data Handling Plan  |
| DIACAP | DoD Information Assurance Certification and Accreditation Process |
| DISA   | Defense Information Systems Agency                                |
| DoD    | Department of Defense   |
| DOF    | Degrees of Freedom  |
| DPLH   | Direct Productive Labor Hours                                     |
| DR     | Disaster Recovery   |
| DT     | Director for Test   |
| DTD    | Test Planning and Design  |
| ESH    | Environmental Safety and Health                                   |
| FAR    | Federal Acquisition Regulation                                    |
| GFE    | Government-furnished Equipment                                    |
| GFE/M  | Government-furnished Equipment/Material                           |
| GFP    | Government-furnished Property                                     |
| GOTS   | Government off-the-shelf  |
| GPS    | Global Positioning System   |
| IA     | Information Assurance   |
| IAW    | In Accordance With  |
| IDMP   | Integrated Data Management Plan                                   |
| IMTP   | Integrated Management Test Plan                                   |
| IT     | Information Technology  |
| IUID   | Item Unique Identification  |
| MDA    | Missile Defense Agency  |

|          |  |
|----------|--|
| MDDC     | Missile Defense Data Center  |
| MRD      | Mission Requirements Document  |
| NSN      | National Stock Number  |
| OCNUS    | Outside the Continental United States                                |
| PM       | Program Manager  |
| PMR      | Program Management Review  |
| PRST     | Pacific Range Support Team   |
| QASP     | Quality Assurance Surveillance Plan                                  |
| RF       | Radio Frequency  |
| SA       | Situational Awareness  |
| SEI/CMMI | Software Engineering Institute/Capability Maturity Model Integration |
| SOW      | Statement of Work  |
| T/O      | Task Order   |
| T/OM     | Task Order Monitor   |
| T/OMP    | Task Order Management Plan   |
| TDY      | Temporary Duty   |
| TSS      | Test Support System  |
| UII      | Unique Item Identifier   |

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

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

Technical data items shall be preserved, packaged, packed, and marked 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 Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

## CLAUSES INCORPORATED BY FULL TEXT

## D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to:

Missile Defense Agency, MDA/TBD  
5222 Martin Road, Von Braun  
Redstone Arsenal, AL 35898  
E-mail: (b)(6)



## 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  |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 0005 | Destination | Government | Destination | Government |
| 0006 | Destination | Government | Destination | Government |
| 0007 | Destination | Government | Destination | Government |
| 0008 | Destination | Government | Destination | Government |
| 0009 | Destination | Government | Destination | Government |
| 0010 | Destination | Government | Destination | Government |
| 0011 | Destination | Government | Destination | Government |
| 0012 | Destination | Government | Destination | Government |
| 0013 | Destination | Government | Destination | Government |
| 0014 | Destination | Government | Destination | Government |
| 0015 | Destination | Government | Destination | Government |
| 0016 | Destination | Government | Destination | Government |
| 0017 | Destination | Government | Destination | Government |
| 0018 | Destination | Government | Destination | Government |
| 0019 | Destination | Government | Destination | Government |
| 0020 | Destination | Government | Destination | Government |
| 0021 | Destination | Government | Destination | Government |
| 0022 | Destination | Government | Destination | Government |
| 0023 | Destination | Government | Destination | Government |
| 0024 | Destination | Government | Destination | Government |
| 0025 | N/A         | N/A        | N/A         | Government |

## CLAUSES INCORPORATED BY REFERENCE

|                |  |          |
|----------------|--|----------|
| 52.246-3       | Inspection Of Supplies Cost-Reimbursement  | MAY 2001 |
| 52.246-5       | Inspection Of Services Cost-Reimbursement  | APR 1984 |
| 52.246-8       | Inspection Of Research And Development Cost Reimbursement                          | MAY 2001 |
| 52.246-8 Alt I | Inspection Of Research And Development-Cost Reimbursement (May 2001) - Alternate I | 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

## DELIVERY INFORMATION

| CLIN | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC |
|------|-----------------------------------|----------|--|--------|
| 0001 | POP 10-OCT-2013 TO<br>09-OCT-2018 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>FOB: Destination | HQ0147 |
| 0002 | POP 10-OCT-2013 TO<br>09-OCT-2018 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0003 | POP 10-OCT-2013 TO<br>09-OCT-2018 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0004 | POP 10-OCT-2013 TO<br>09-OCT-2018 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0005 | POP 10-OCT-2018 TO<br>09-OCT-2019 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0006 | POP 10-OCT-2018 TO<br>09-OCT-2019 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0007 | POP 10-OCT-2018 TO<br>09-OCT-2019 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0008 | POP 10-OCT-2018 TO<br>09-OCT-2019 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0009 | POP 10-OCT-2019 TO<br>09-OCT-2020 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0010 | POP 10-OCT-2019 TO<br>09-OCT-2020 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0011 | POP 10-OCT-2019 TO<br>09-OCT-2020 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0012 | POP 10-OCT-2019 TO<br>09-OCT-2020 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0013 | POP 10-OCT-2020 TO<br>09-OCT-2021 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0014 | POP 10-OCT-2020 TO<br>09-OCT-2021 | N/A      | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |

|      |                                   |     |  |        |
|------|-----------------------------------|-----|--|--------|
| 0015 | POP 10-OCT-2020 TO<br>09-OCT-2021 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0016 | POP 10-OCT-2020 TO<br>09-OCT-2021 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0017 | POP 10-OCT-2021 TO<br>09-OCT-2022 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0018 | POP 10-OCT-2021 TO<br>09-OCT-2022 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0019 | POP 10-OCT-2021 TO<br>09-OCT-2022 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0020 | POP 10-OCT-2021 TO<br>09-OCT-2022 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0021 | POP 10-OCT-2022 TO<br>09-OCT-2023 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0022 | POP 10-OCT-2022 TO<br>09-OCT-2023 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0023 | POP 10-OCT-2022 TO<br>09-OCT-2023 | N/A | (SAME AS PREVIOUS LOCATION)<br>FOB: Destination  | HQ0147 |
| 0024 | POP 10-OCT-2022 TO<br>09-OCT-2023 | N/A | N/A<br>FOB: Destination  |        |
| 0025 | POP 10-OCT-2013 TO<br>09-OCT-2023 | N/A | MISSILE DEFENSE AGENCY (MDA)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>FOB: Destination | HQ0147 |

## CLAUSES INCORPORATED BY REFERENCE

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

## Section G - Contract Administration Data

DFAS PAYMENT INSTRUCTIONS

DFARS PGI 204.7108(d)(12) Other - Payment shall be made according to the specific contract line item number (CLIN) and the Accounting Classification Reference Number (ACRN) in accordance with the contractor's invoice and its supporting data uploaded by attachment into Wide-Area Work Flow (WAWF). No other DFARS Procedures, Guidance, and Information (PGI) payment instruction clause is appropriate.

## CLAUSES INCORPORATED BY REFERENCE

|              |   |          |
|--------------|---|----------|
| 252.204-7002 | Payment For Subline Items Not Separately Priced | DEC 1991 |
| 252.204-7006 | Billing Instructions                            | OCT 2005 |
| 252.232-7010 | Levies on Contract Payments                     | DEC 2006 |

## CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through



WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

See Schedule

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | See Block 12               |
| Issue By DoDAAC           | See Block 5                |
| Admin DoDAAC              | See Block 6                |
| Inspect By DoDAAC         | See Schedule               |
| Ship To Code              | See Block 11               |
| Ship From Code            | Not Applicable             |
| Mark For Code             | See Block 11               |
| Service Approver (DoDAAC) | Not Applicable             |
| Service Acceptor (DoDAAC) | Not Applicable             |
| Accept at Other DoDAAC    | Not Applicable             |
| LPO DoDAAC                | Not Applicable             |
| DCAA Auditor DoDAAC       | Not Applicable             |
| Other DoDAAC(s)           | Not Applicable             |

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.  
Not applicable

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### G-01 CONTRACT ADMINISTRATION (SEP 2010)

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 point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACF  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

##### b. CONTRACTING OFFICER'S REPRESENTATIVE

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 under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DTX  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The Alternate COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DTX  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

## CLAUSES INCORPORATED BY FULL TEXT

### G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (JUN 2012)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Labor Hours performed for the billing period. For this contract a Labor Hour is defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences. Each invoice for Labor Hours shall contain a statement by the Contractor as to the cumulative percentage of Labor Hours invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of Labor Hours performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

## CLAUSES INCORPORATED BY FULL TEXT

### G-13 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

CLAUSES INCORPORATED BY FULL TEXT

H-02 LEVEL OF EFFORT (JUN 2012)

a. In the performance of this contract, the Contractor shall provide Labor Hours level of effort as set forth in Section B above within the time period as set forth in Section F hereof.

b Labor Hours are defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences.

c. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to certification by the contractor to the Contracting Officer that he has exerted the total Labor Hours level of effort, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

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

e. Nothing in this provision shall be construed to constitute authorization for work not in accordance with the LIMITATION OF FUNDS provision of the contract.

CLAUSES INCORPORATED BY FULL TEXT

H-03 DELIVERY/TASK ORDERS (JUN 2012)

a. Labor Hours are defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences.

b. General. The delivery/task order procedures in this clause shall apply to CLINs 0001- 0004, and if exercised Option CLINs 0005 – 0025. The Government may order up to the maximum Labor Hours specified in the Schedule. For purposes of this contract, the term "Delivery/Task Order" is synonymous and interchangeable with the word "order" as used in Section I FAR/DFARS clauses 52.216-19, 52.216-22 and 252.216-7006. All Delivery/Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Delivery/Task Order and this contract, the contract shall prevail.

c. Ordering. Delivery/Task Orders will be issued in written form by the Contracting Officer. Normally, prior to issuing a Delivery/Task Order, the Contracting Officer will request, and the Contractor shall provide a Delivery/Task Plan for accomplishing the work.

(1) Draft Delivery/Task Order. The Contracting Officer will issue a draft Delivery/Task Order to the Contractor with a request to the Contractor to submit a plan for accomplishing the task. The draft Delivery/Task Order will include the following information:

- (a) contract number, CLIN and SOO/SOW reference;
- (b) description of the task to be performed;
- (c) a period of performance for the task;
- (d) description of the deliverables (as appropriate); and



- (e) specify either LOE or completion and number of Labor Hours.

NOTE: Issuance of a draft Delivery/Task Order does not authorize performance of this task.

(2) Task Plan. The Contractor shall submit a Delivery/Task Plan within thirty (30) calendar days after receipt of a draft Delivery/Task Order. The Delivery/Task Plan shall include:

- (a) a brief description of the method and approach to accomplish the Delivery/Task Order;
- (b) estimated level of effort, in Labor Hours by labor category, required to perform the task in the period of performance specified by the Delivery/Task Order. (Labor Hours to be delivered by the Contractor shall include all reimbursable labor hours worked regardless of source, prime or authorized subcontractor);
- (c) the Contractor's cost estimate, including all travel and other travel costs, with supporting rationale to perform the Delivery/Task Order. The Contractor shall price estimated Labor Categories/Labor Hours in accordance with Attachment 04 – MDDC Fully Burdened Composite Labor Rate Table; and
- (d) DELETED.

(3) Delivery/Task Order Issuance. Within thirty (30) calendar days after receipt of the Delivery/Task Plan, the Contracting Officer will provide either an executed Delivery/Task Order, or advise the Contractor of changes required to the Delivery/Task Plan. Once the Contractor and Contracting Officer have agreed on the contents of the Delivery/Task Plan, the Contracting Officer will issue the Delivery/Task Order, which includes the following:

- (a) Contracting Officer signature and date of order;
- (b) Contract number, CLIN, order number and SOW reference;
- (c) Description of the Task to be performed;
- (d) For LOE tasks, the maximum number of labor hours by labor category and total cost-plus-fixed fee ceiling to be expended on the task; for completion tasks, the estimated labor hours and cost-plus-fixed-fee. Note: For pricing the Delivery/Task Plan, the Contractor shall use Attachment 04 – MDDC Fully Burdened Composite Labor Rate Table.;
- (e) The period of performance for the task; and
- (f) Deliverables including applicable CDRLs.

(4) Alternate Procedure. When time will not permit the preparation of a Delivery/Task Plan before commencement of work, the Contracting Officer may issue a Delivery/Task Order specifying a maximum Labor Hour and estimated cost not to be exceeded pending agreement on the Delivery/Task Plan.

(a) The Contractor shall begin performance promptly and submit a Delivery/Task Plan within ten (10) calendar days after receipt of the Delivery/Task Order.

(b) Within ten (10) calendar days after receipt of the Delivery/Task Plan, the Contracting Officer will provide either a written Notice of Approval, issue a modification to the Delivery/Task Order, or advise the Contractor of changes required to the Delivery/Task Plan.

(c) Until such time as a Delivery/Task Plan is approved, the Contractor shall limit the expenditure of Labor Hours and costs at a rate such that the Delivery/Task Order maximum Labor Hours and ceiling price will not be exceeded prior to the completion of the task.

d. Delivery/Task Order Modifications. Delivery/Task Orders normally will be modified using the standard procedures for issuing Delivery/Task Orders. In emergency circumstances, Delivery/Task Orders may be modified orally by the Contracting Officer; oral modifications will be confirmed by issuance of a written Delivery/Task Order modification within five working days from the time of the oral communication modifying the order.

e. Performance. Subject to the contract terms and conditions, and unless otherwise directed by the Contracting Officer, the Contractor shall initiate performance on new Delivery/Task orders promptly upon receipt of a signed Delivery/Task Order. Performance of work on new Delivery/Task orders prior to execution of an approved Delivery/Task Order is not authorized and is at the Contractor's own risk.

f. Cost and Labor Hour Limitation.

(1) The Contractor shall incur costs under this contract only in the performance of Delivery/Task Orders and modifications to orders issued by the Contracting Officer. No other costs are authorized without the express written consent of the Contracting Officer. The Contractor will not be paid for expenditures above the maximum Labor Hours for LOE tasks or the cost-plus-fixed-fee ceiling of any individual Delivery/Task Order (LOE or Completion).

(2) To allow the Contractor the flexibility to utilize the optimum labor mix in performing each LOE Delivery/Task Order, the Contractor may, without notice to the Government, increase or decrease the approved number of hours by no more than 10% for any labor category unless otherwise stated in the Delivery/Task Order. These adjustments are allowable only to the extent that the maximum Labor Hours (LOE) and ceiling price for the Delivery/Task Order are not exceeded.

g. Materials and Special Test Equipment

(1) The Materials/Approved ODCs portion of this contract allows for the purchase of consumable materials, STE, and materials required to fabricate a deliverable end-item for the Government. All materials/Approved ODCs that the contractor intends to direct charge to the Task Orders issued under this contract requires the prior written approval by the Government. Task Order Monitors (TO/M) and the Contracting Officer's Representative (COR) are authorized approval for purchases of materials and other direct costs at the limits specified below. Approvals shall be obtained from both the TO/M and the COR. The Procuring Contracting Officer (PCO) shall approve amounts above the limitations specified below.

(2). For items requiring PCO approval, the Contractor shall first obtain the TO/M and the COR's concurrence. Following COR's concurrence, the request shall be forwarded to the PCO for approval. Electronic Mail (email) shall be utilized for both steps of this process.

(3). The COR is authorized to approve costs for consumable materials including reproduction, postage, media, etc., and/or special test equipment NTE \$5,000 per purchase.

(4). The COR is authorized to approve up to \$500,000 for mass storage units. The COR is authorized to approve no more than \$10,000 for expenses related to exhibits, including rental for booth space, graphic design, brochure development, and shipping expenses for the exhibit per event.

(5). Further, the COR is authorized to approve up to \$300,000 per purchase for the following materials, and/or services as long as the purchase/lease is for the MDDC Facility/Test Data Lab Infrastructure such as:

- (a) Information Technology (IT), including Computer Hardware and Firmware;
- (b) IT Support Equipment;
- (c) Printing and Reproduction equipment;
- (d) Software;
- (e) Telecommunications Equipment;
- (f) Support services for any/all of the above; and all other items which the contractor intends to direct charge to the contract or which could potentially be considered to fall within the parameters of the FAR 45.301 definition of facilities.

(6). Under no circumstance shall the contractor incur materials costs in excess of the NTE amount stated in a task issued under this contract.

#### H-05 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 Task Order Monitor (TO/M) and the Contracting Officer's Representative (COR).

##### b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR. 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.

### CLAUSES INCORPORATED BY FULL TEXT

#### H-06 INSURANCE (Apr 2009)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

| TYPES OF INSURANCE   | MINIMUM AMOUNT                       |
|--|--------------------------------------|
| Workmen's Compensation and all occupational disease  | As required by Federal and State law |
| Employer's Liability including all occupational disease when not covered by Workmen's Compensation above | \$100,000 per accident               |
| General Liability (Comprehensive) Bodily Injury  | \$500,000 per occurrence             |
| Automobile Liability (Comprehensive)   |                                      |
| Bodily Injury per person   | \$200,000                            |
| Bodily Injury per accident   | \$500,000                            |
| Property Damage per accident   | \$ 20,000                            |

#### H-08 PUBLIC RELEASE OF INFORMATION (Jun 2013)

- 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 must 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 must be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials must be submitted for approval through the prime contractor to MDA.
- c. Upon request, the Contracting Officer’s Representative (COR) will provide the contractor the MDA Form 003, “Security and Policy Review” or any superseding MDA form. The contractor must complete Sections A-C and E-H of the Form 003 (or comply with the instructions of any superseding form) and submit it to the COR with the materials to be cleared. 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.
- d. The contractor must submit the following to the COR at least 60 days in advance of the proposed release date:
  - (1) the completed Form 003 and one (1) electronic copy of the material to be reviewed. File size must not exceed 25MB; and,
  - (2) a written statement, including:
    - (a) to whom the material is to be released;
    - (b) the desired date for public release;
    - (c) a 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 must have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, For Official Use Only (FOUO) information, export controlled, or International Traffic in Arms Regulations (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. The COR will notify the contractor of the agency’s final decision regarding the status of the request.
- j. Once information has been cleared for public release, it is in the public domain and must 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.

#### H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)

- a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

(2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

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

c. Access to and Use of Nonpublic Information: If the Contractor, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may: terminate this contract for default; disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting



organizational conflict of interest; and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

## CLAUSES INCORPORATED BY FULL TEXT

### H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

## CLAUSES INCORPORATED BY FULL TEXT

### H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4  
Missile Defense Agency  
Attn: Access Control Center  
5700 18th Street, Bldg 245  
Fort Belvoir, VA 22060-5573  
571-231-8249  
571-231-8099 FAX  
ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency,  
JPAS SMO Code: DDAAUH  
Attn: Visitor Control  
Bldg 5224 Martin Road  
Redstone Arsenal, AL 35898  
256-450-3215  
256-450-3222 FAX  
MDAvisitorcontrolincomingsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency,  
SMO Code: DDAAUJ  
Attn: Visitor Control  
720 Irwin Drive, Bldg 720 Room 125  
Schriever AFB, CO 80912  
719-721-0362  
719-721-8399 FAX  
dosscoosvar@mda.mil

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

## H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

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 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 cooperate with COR in facilitating the employee's return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current visit authorization request/letter;
- (2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,
- (3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, the contractor shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S.

Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. The contractor shall coordinate with the COR to ensure government issued credentials are retrieved in accordance with local command or installation procedures. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

d. 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.

#### H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

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: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are all leads identified in Section L-6.1(2):

##### KEY STAFF POSITION

1. Program Manager
2. Deputy Program Manager
3. Business Manager

##### NAME

(b)(6)

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-16 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (APR 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 to the Contracting Officer within fifteen (15) days after the award of this contract. 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-20 SENSITIVE INFORMATION TECHNOLOGY WORK (JUL 2011)

a. 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.

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

c. 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 Emergency Management; ATTN: Personnel Security, 5700 18th Street, Bldg 245, Fort Belvoir, VA 22060-5573.

d. 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 30 working days assign qualified personnel to any vacancy(ies) thus created.

## CLAUSES INCORPORATED BY FULL TEXT

### H-23 CONTRACTOR EMPLOYEE OUT-PROCESSING (SEP 2012)

Prior to the departure of contractor personnel who have been issued MDA Common Access Cards (CACs), building passes and/or MDA computers, cell phones or other associated peripherals, the departing employee shall complete the MDA Form 14, Out-Processing Checklist, as required by MDA Instruction 1400.06-INS, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will ensure the completed Out-Processing Checklist is provided to the MDA Contracting Officer for retention in the official contract file.

## CLAUSES INCORPORATED BY FULL TEXT

### H-27 FOREIGN PERSONS (Jun 2010)

1. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:

- a. a citizen or national of the United States; or
- b. a lawful permanent resident; or
- c. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

2. Prior to contract award, the contractor shall identify any lawful U.S. permanent residents and foreign nationals expected to be involved on this project as a direct employee, subcontractor or consultant. For these individuals, in

addition to resumes, please specify their country of origin, the type of visa or work permit under which they are performing and an explanation of their anticipated level of involvement on this project. You may be asked to provide additional information during negotiations in order to verify the foreign citizen's eligibility to participate on a contract. Supplemental information provided in response to this clause will be protected in accordance with Privacy Act (5 U.S.C. 552a), if applicable, and the Freedom of Information Act (5 U.S.C. 552(b)(6)). After award of the contract, the Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative with the information above prior to making any personnel changes involving foreign persons. No changes involving foreign persons will be allowed without prior approval from the Contracting Officer. This clause does not remove any liability from the contractor to comply with applicable ITAR and EAR export control obligations and restrictions. This clause shall be included in any subcontract."

## CLAUSES INCORPORATED BY FULL TEXT

### H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

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

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION - [PCO, Insert the appropriate distribution statement and complete the statement, if necessary, to include the applicable controlling office.]

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

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

## CLAUSES INCORPORATED BY FULL TEXT

### H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

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

b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

## CLAUSES INCORPORATED BY FULL TEXT

### H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

The terms and conditions herein constitute the entire contract and understanding of the parties and shall supersede all other communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. All proposal documentation including, but not limited to, red line contract terms and conditions, red line statements of work and/or ground rules and assumptions are hereby void and carry no force or affect as it pertains to the interpretation or operation of the language of the instant contract nor should such language be used to provide meaning to any of the terms or conditions contained herein.

### H-31 TECHNICAL COGNIZANCE (JUN 2011)



a. The Missile Defense Agency (MDA) is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

| NAME   | TITLE         | OFFICE SYMBOL |
|--------|---------------|---------------|
| (b)(6) | COR           | MDA/DTX       |
|        | Alternate COR | MDA/DTX       |

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

c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.

e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

| NAME   | TITLE         | OFFICE SYMBOL |
|--------|---------------|---------------|
| (b)(6) | COR           | MDA/DTX       |
|        | Alternate COR | MDA/DTX       |

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may

communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

#### H-32 TRANSITION OUT (Nov 2010)

a. It is the intent of the Government to provide for an orderly transition during an off-ramp activity related to the end of the contract in order to assure uninterrupted effort throughout the assumption of follow-on Contractor responsibility. When notified, the Contractor shall work closely with the Government to develop a proposal to transition to either the Government or another contractor. The Government will provide the specifics of what the transition includes at the time of the request for change.

b. The transition requirements may include the following:

1) A transition-out period, which will be mutually agreed upon following notification by the Government of an intent to transfer lab equipment, documentation or system test resources.

2) A requirement for the Contractor to work closely with the contractor receiving the lab(s), equipment, and supporting documentation during the transition-out period to allow the receiving contractor time to establish laboratory capability.

c. The Contractor shall execute an Associate Contractor Agreement (ACA) IAW Section H Clause "PROGRAM SYNCHRONIZATION", attend program reviews, participate in working groups, briefings, and on-site communications, and provide full disclosure of technical, cost, and programmatic information between Contractors/teams associated with meeting the various on-going requirements.

#### H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other 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. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.



d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

| Company Name | Contract # and Description | ACA Purpose |
|--------------|----------------------------|-------------|
| XXX          | Complete as Appropriate    |             |

e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.

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

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

#### H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.

b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

#### H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

a. The contractor and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor

agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

#### H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section J.

b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor's request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

#### H-39 COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (FEB 2012)

a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period of performance or ordering period in the case of an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Small business contractors do not have to comply with the percentage of the cost of contract performance incurred for each individual order placed under an IDIQ. In the case of Options, the Option periods will be used to determine compliance.

b. A concern is defined at FAR 19.001. For the purpose of making affiliation findings see FAR 19.101.

c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

d. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the “50% rule” will apply to the cooperative effort of the joint venture, not its individual members:

- (1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,
- (2) The joint venture contractor qualifies as a small business concern.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                  |   |          |
|------------------|---|----------|
| 52.202-1         | Definitions   | JAN 2012 |
| 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  | OCT 2010 |
| 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  | OCT 2010 |
| 52.203-13        | Contractor Code of Business Ethics and Conduct  | APR 2010 |
| 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 Postconsumer Fiber Content Paper  | MAY 2011 |
| 52.204-7         | Central Contractor Registration   | FEB 2012 |
| 52.204-9         | Personal Identity Verification of Contractor Personnel  | JAN 2011 |
| 52.204-10        | Reporting Executive Compensation and First-Tier Subcontract Awards  | FEB 2012 |
| 52.209-6         | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment      | AUG 2013 |
| 52.210-1         | Market Research   | APR 2011 |
| 52.211-5         | Material Requirements   | AUG 2000 |
| 52.211-15        | Defense Priority And Allocation Requirements  | APR 2008 |
| 52.215-2         | Audit and Records--Negotiation  | OCT 2010 |
| 52.215-8         | Order of Precedence--Uniform Contract Format  | OCT 1997 |
| 52.215-11        | Price Reduction for Defective Certified Cost or Pricing Data--Modifications   | AUG 2011 |
| 52.215-13        | Subcontractor Certified Cost or Pricing Data--Modifications   | OCT 2010 |
| 52.215-14        | Integrity of Unit Prices  | OCT 2010 |
| 52.215-15        | Pension Adjustments and Asset Reversions  | OCT 2010 |
| 52.215-18        | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions  | JUL 2005 |
| 52.215-19        | Notification of Ownership Changes   | OCT 1997 |
| 52.215-21        | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications       | OCT 2010 |
| 52.215-21 Alt II | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II | OCT 1997 |
| 52.215-23        | Limitations on Pass-Through Charges   | OCT 2009 |
| 52.216-7         | Allowable Cost And Payment  | JUN 2011 |
| 52.216-8         | Fixed Fee   | JUN 2011 |
| 52.216-22        | Indefinite Quantity   | OCT 1995 |
| 52.216-24        | Limitation Of Government Liability  | APR 1984 |
| 52.216-25        | Contract Definitization   | OCT 2010 |
| 52.219-6         | Notice Of Total Small Business Set-Aside  | NOV 2011 |
| 52.219-8         | Utilization of Small Business Concerns  | JAN 2011 |
| 52.219-14        | Limitations On Subcontracting   | NOV 2011 |

|                 |   |          |
|-----------------|---|----------|
| 52.219-28       | Post-Award Small Business Program Rerepresentation  | APR 2009 |
| 52.222-3        | Convict Labor   | JUN 2003 |
| 52.222-4        | Contract Work Hours and Safety Standards Act - Overtime Compensation  | JUL 2005 |
| 52.222-19       | Child Labor -- Cooperation with Authorities and Remedies  | JUL 2010 |
| 52.222-21       | Prohibition Of Segregated Facilities  | FEB 1999 |
| 52.222-26       | Equal Opportunity   | MAR 2007 |
| 52.222-35       | Equal Opportunity for Veterans  | SEP 2010 |
| 52.222-36       | Affirmative Action For Workers With Disabilities  | OCT 2010 |
| 52.222-37       | Employment Reports on Veterans  | SEP 2010 |
| 52.222-40       | Notification of Employee Rights Under the National Labor Relations Act  | DEC 2010 |
| 52.222-50       | Combating Trafficking in Persons  | FEB 2009 |
| 52.222-54       | Employment Eligibility Verification   | JAN 2009 |
| 52.223-5        | Pollution Prevention and Right-to-Know Information  | MAY 2011 |
| 52.223-6        | Drug-Free Workplace   | MAY 2001 |
| 52.223-10       | Waste Reduction Program   | MAY 2011 |
| 52.223-16       | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products   | DEC 2007 |
| 52.223-17       | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts   | MAY 2008 |
| 52.223-18       | Encouraging Contractor Policies To Ban Text Messaging While Driving   | AUG 2011 |
| 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 |
| 52.225-25       | Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications. | DEC 2012 |
| 52.227-1        | Authorization and Consent   | DEC 2007 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement   | DEC 2007 |
| 52.227-3        | Patent Indemnity  | APR 1984 |
| 52.227-9        | Refund Of Royalties   | 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 |
| 52.228-5        | Insurance - Work On A Government Installation   | JAN 1997 |
| 52.228-7        | Insurance--Liability To Third Persons   | MAR 1996 |
| 52.232-9        | Limitation On Withholding Of Payments   | APR 1984 |
| 52.232-17       | Interest  | OCT 2010 |
| 52.232-18       | Availability Of Funds   | APR 1984 |
| 52.232-22       | Limitation Of Funds   | APR 1984 |
| 52.232-23       | Assignment Of Claims  | JAN 1986 |
| 52.232-25       | 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 |
| 52.232-39       | Unenforceability of Unauthorized Obligations  | JUN 2013 |
| 52.233-1        | Disputes  | JUL 2002 |
| 52.233-1 Alt I  | Disputes (Jul 2002) - Alternate I   | DEC 1991 |
| 52.233-2        | Service Of Protest  | SEP 2006 |
| 52.233-3        | Protest After Award   | AUG 1996 |
| 52.233-3 Alt I  | Protest After Award (Aug 1996) - Alternate I  | JUN 1985 |
| 52.233-4        | Applicable Law for Breach of Contract Claim   | OCT 2004 |



|                    |  |          |
|--------------------|--|----------|
| 52.237-2           | Protection Of Government Buildings, Equipment, And Vegetation                                      | APR 1984 |
| 52.237-3           | Continuity Of Services   | JAN 1991 |
| 52.239-1           | Privacy or Security Safeguards   | AUG 1996 |
| 52.242-1           | Notice of Intent to Disallow Costs   | APR 1984 |
| 52.242-3           | Penalties for Unallowable Costs  | MAY 2001 |
| 52.242-4           | Certification of Final Indirect Costs  | JAN 1997 |
| 52.242-13          | Bankruptcy   | JUL 1995 |
| 52.243-2           | Changes--Cost-Reimbursement  | AUG 1987 |
| 52.243-2 Alt II    | Changes--Cost Reimbursement (Aug 1987) - Alternate II  | APR 1984 |
| 52.243-6           | Change Order Accounting  | APR 1984 |
| 52.243-7           | Notification Of Changes  | APR 1984 |
| 52.244-2           | Subcontracts   | OCT 2010 |
| 52.244-6           | Subcontracts for Commercial Items  | DEC 2010 |
| 52.245-1           | Government Property  | AUG 2010 |
| 52.245-9           | Use And Charges  | AUG 2010 |
| 52.246-23          | Limitation Of Liability  | FEB 1997 |
| 52.246-24          | Limitation Of Liability--High-Value Items  | FEB 1997 |
| 52.246-25          | Limitation Of Liability--Services  | FEB 1997 |
| 52.247-1           | Commercial Bill Of Lading Notations  | FEB 2006 |
| 52.247-63          | Preference For U.S. Flag Air Carriers  | JUN 2003 |
| 52.248-1           | Value Engineering  | OCT 2010 |
| 52.249-6           | Termination (Cost Reimbursement)   | MAY 2004 |
| 52.249-14          | Excusable Delays   | APR 1984 |
| 52.251-1           | Government Supply Sources  | AUG 2010 |
| 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                                      | SEP 2011 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies               | DEC 2008 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights  | JAN 2009 |
| 252.203-7003       | Agency Office of the Inspector General   | DEC 2011 |
| 252.204-7000       | Disclosure Of Information  | DEC 1991 |
| 252.204-7003       | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7005       | Oral Attestation of Security Responsibilities  | NOV 2001 |
| 252.204-7008       | Export-Controlled Items  | APR 2010 |
| 252.204-7009       | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | AUG 2015 |
| 252.204-7012       | Safeguarding of Unclassified Controlled Technical Information                                      | NOV 2013 |
| 252.204-7012 (Dev) | Safeguarding Covered Defense Information and Cyber Incident Reporting                              | OCT 2015 |
| 252.204-7014       | Limitations on the Use or Disclosure of Information by Litigation Support Contractors              | FEB 2014 |
| 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 |
| 252.211-7003       | Item Identification and Valuation  | JUN 2011 |
| 252.211-7007       | Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry  | NOV 2008 |
| 252.211-7008       | Use of Government-Assigned Serial Numbers  | SEP 2010 |
| 252.215-7000       | Pricing Adjustments  | DEC 1991 |
| 252.215-7002       | Cost Estimating System Requirements  | MAY 2011 |
| 252.217-7027       | Contract Definitization  | OCT 1998 |

|              |  |          |
|--------------|--|----------|
| 252.223-7004 | Drug Free Work Force   | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials   | APR 1993 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program   | OCT 2011 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors   | APR 2003 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award                            | OCT 2010 |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States   | OCT 2010 |
| 252.225-7012 | Preference For Certain Domestic Commodities  | JUN 2010 |
| 252.225-7013 | Duty-Free Entry  | DEC 2009 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings   | JUN 2011 |
| 252.225-7048 | Export-Controlled Items  | JUN 2013 |
| 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  | SEP 2011 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation                            | MAR 2011 |
| 252.227-7015 | Technical Data--Commercial Items   | DEC 2011 |
| 252.227-7016 | Rights in Bid or Proposal Information  | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software   | SEP 2011 |
| 252.227-7020 | Rights In Special Works  | JUN 1995 |
| 252.227-7021 | Rights In Data--Existing Works   | MAR 1979 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends               | MAR 2011 |
| 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 2011 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions   | APR 1990 |
| 252.231-7000 | Supplemental Cost Principles   | DEC 1991 |
| 252.235-7010 | Acknowledgment of Support and Disclaimer   | MAY 1995 |
| 252.239-7010 | Cloud Computing Services   | AUG 2015 |
| 252.242-7006 | Accounting System Administration   | MAY 2011 |
| 252.243-7002 | Requests for Equitable Adjustment  | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts)  | SEP 2011 |
| 252.244-7001 | Contractor Purchasing System Administration  | MAY 2011 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property  | FEB 2011 |
| 252.245-7002 | Reporting Loss of Government Property  | FEB 2011 |
| 252.245-7003 | Contractor Property Management System Administration   | MAY 2011 |
| 252.245-7004 | Reporting, Reutilization, and Disposal   | MAY 2013 |
| 252.246-7001 | Warranty Of Data   | DEC 1991 |
| 252.247-7023 | Transportation of Supplies by Sea  | MAY 2002 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction  | OCT 2010 |
| 252.251-7000 | Ordering From Government Supply Sources  | NOV 2004 |

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(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 \$50,000,000;

(2) Any order for a combination of items in excess of \$50,000,000; or

(3) A series of orders from the same ordering office within 30 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 15 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 TBD by individual order.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the contract's expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the contract's expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

(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):

<http://farsite.hill.af.mil/>

(End of clause)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)



## 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the effective date of the contract through sixty (60) months. If extended via the exercise of available options, the ordering period will be increased by twelve (12) months for each option period exercised.

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

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

## H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.

b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS/ATTACHMENTS

| TITLE   | DATE        | PAGES |
|---|-------------|-------|
| Attachment 01 – MDDC Program Statement of Work (SOW) (SEE SECTION C-02 FOR MDDC SOW)  |             |       |
| Attachment 02 – Contract Security Classification Specification (DD 254)   | 03 Oct 2013 | 13    |
| SAP Supplement (Ver. 1.0)   | 15 Sep 2010 | 4     |
| Attachment 03 - Labor Rate Qualifications   | 14 Jun 2013 | 10    |
| Attachment 04 - Labor Rates (revised by Modification P00007)  | 07 Nov 2014 | 1     |
| Attachment 05 – Revised Scheduled Government Furnished Property List<br>(Last Update: Modification P00014)                          | Undated     | 471   |
| Attachment 06 - MDA OCI Policy Memorandum,<br>incorporated herein by reference. Upon request, the Contracting Officer will provide. | 27 Jul 2009 | 2     |
| Exhibit A – Contract Data Requirements Listing, DD1423  | 01 Oct 2014 | 33    |

Contractor's representations and certifications and the complete proposal submitted 14 June 2013 and all revisions thereto), are incorporated herein by reference.

\*Attachment 04 will be provided only by written approval by the Contracting Officer.