

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1 31		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-02-D-0003		3. EFFECTIVE DATE 01 Jan 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DEFENSE CONTRACT MANAGEMENT AGENCY THE JOHNS HOPKINS UNIVERSITY/ APPLIED PHYSICS LABORATORY 11100 JOHNS HOPKINS ROAD LAUREL MD 20723-6099			CODE S2101A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) JOHNS HOPKINS UNIV/APL 11100 JOHNS HOPKINS ROAD LAUREL MD 20723-6099			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM		
CODE 88898		FACILITY CODE 88898					
11. SHIP TO/MARK FOR SEE SCHEDULE		12. PAYMENT WILL BE MADE BY					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(3) [] 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$130,000,000.00		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT <u>Contractor is required to sign this document and return 3 copies to issuing office.</u> 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 <u>(Contractor is not required to sign this document.)</u> Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER			
				MR ROBERT ASHLEY / CTI			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>RZ Ashley</u> (Signature of Contracting Officer)		22-Jan-2002	

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b)(4)	DPLH	\$	\$ 130,000,000.00
	CPFF - Technical support in accordance with the Statement of Work (SOW) (Attachment 1) and Special Provision H-1.				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	\$130,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Lot	\$	\$ NSP
	- Data and reports for CLIN 0001 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (Exhibit A).				
				NET AMT	\$130,000,000.00

B-2 ESTIMATED COST AND FEE

The total estimated cost and fee of this contract is:

Estimated Cost	(b)(4)
Fixed Fee	(b)(4)
Estimated Total Cost Plus Fixed Fee	\$130,000,000.00

For task orders under CLIN 0001, the fixed fee shall be determined by applying (b)(4) percent against the negotiated estimated cost for each task order exclusive of Cost of Money.

B-3 CONTRACT TYPE

This is a five-year Indefinite Delivery/Indefinite Quantity, Cost-Plus-Fixed-Fee contract.

B-4 PAYMENT OF FIXED FEE (ORDERING)

- a. The fee paid for CLIN 0001 will be the total of all fees earned on the negotiated task orders performed under CLIN 0001. The fee for each CLIN 0001 task order will be calculated using the rate in clause B-2.
- b. Both LOE and Completion orders may be issued against CLIN 0001.
- c. For completion task orders the Government will make fee payment in accordance with clause B-4e, Completion/Ordering, of this contract. For Level-of-Effort (LOE) task orders, the Government will make fee payment in accordance with clause B-4(f), LOE/Ordering, of this contract.
- d. Direct productive labor hours (DPLH's) will be included in each task order. The purpose of Including labor hours in the completion task orders is solely for application to the maximum DPLH for the contract. **The labor hours are not included for the purpose of fee payment or to establish a ceiling in the completion task orders.**
- e. Completion/Ordering: The Government will make payments to the Contractor when requested a work progresses in accordance with FAR 52.216-7. Each invoice shall contain a statement by the Contractor as to the cumulative percentage of work performed and 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.

- (1) For tasks issued by MDA, the contractor shall submit fee invoices to MDA Contracting Officer's Representative (COR) for verification of completion or delivery and acceptance of the deliverable. Upon approval by the MDA COR it will be sent to DFAS.

- (2) For tasks issued by agencies external to MDA, the contractor shall submit fee invoices to the Task Manager identified in the task for verification of completion or delivery and acceptance of the deliverable. Upon approval by the agency's Task Manager it will be sent to DFAS.

In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable task order, exceed the cumulative percentage of work performed for that task order at the end of the task order period of performance.

- f. LOE/Ordering: For those task orders designated "Level-of-Effort," the Contractor shall invoice the fee separately.
 - (1) For tasks issued by MDA, the contractor shall submit such fee invoices to the MDA COR for verification of the percentage of DPLHs performed for the billing period.
 - (2) For tasks issued by agencies external to MDA, the contractor shall submit such fee invoices to the agency's Task Manager for verification of the percentage of DPLHs performed for the billing period.

Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of DPLHs performed and 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 task order, exceed the cumulative percentage of DPLHs performed for that task order (as verified by the MDA COR or other agency's Task Manager) at the end of the billing period. Upon approval by the MDA COR or other agency's Task Manager, the invoice will be sent to DFAS. As outlined in Special Contract Requirement H-2, Level of Effort, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the DPLHs actually delivered to the maximum DPLHs.

B-5 COMPUTATION OF DIRECT PRODUCTIVE LABOR HOURS (DPLH)

The maximum number of DPLH that may be ordered under this contract is (b)(4) DPLH.

The actual number of DPLH within the maximum ordered under the contract is computed as follows:

- a. For level of effort task orders, the number of DPLH ordered is defined as the number of DPLH ordered in the individual task orders.
- b. For completion task orders, the number of DPLH ordered is defined as the number of DPLH negotiated in determining the estimated costs of the individual task orders.

The total DPLH ordered for all tasks, both level of effort and completion, shall not exceed the maximum number of DPLH that may be ordered under the total contract.

SECTION C Descriptions and Specifications

C-1 SCOPE OF WORK

The Contractor shall perform the work specified in the SOW or other Attachments and Exhibits in Section J of this contract, and shall provide any material, equipment, and facilities incidental to performance.

C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, the attached Contract Data Requirements Lists, DD Form 1423-1, and as defined in the individual Task Orders.

b. Reports delivered by the Contractor in the performance of the contract shall be considered “Technical Data,” as defined in DFARS 252.227-7013 (Alternate I), “Rights in Technical Data – Noncommercial Items.”

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

CONTRACT NUMBER	NAME OF CONTRACTOR
CONTRACT EXPIRATION DATE AND TOTAL DOLLAR VALUE	CONTRACTOR’S PROJECT DIRECTOR AND PHONE NUMBER
SHORT TITLE OF CONTRACT WORK	GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page:

“The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.”

f. Except as provided by the Contract Data Requirements Lists, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

SECTION D Packaging and Marking

D-1 PACKAGING AND MARKING OF TECHNICAL DATA ITEMS

Technical data items shall be preserved, packaged, packed and marked in accordance with the contractor's best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.

SECTION E Inspection and Acceptance

E-1 FAR 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 address: <http://farsite.hill.af.mil/>.

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.246-9	Inspection of Research and Development (Short Form)	APR 1984

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	DEC 1991

Notwithstanding the requirements in clause 252.246-7000, the reporting requirements shall only apply to the final deliverable items defined in the task order.

E-2 INSPECTION AND ACCEPTANCE

A. For Task Orders issued by MDA, final inspection and acceptance of the work, shall be by the Contracting Officer's Representative (COR) at destination or as specified by Task Order.

B. For orders issued by an agency other than MDA, final inspection and acceptance shall be by the Task Manager designated by the ordering agency as specified in the Task Order.

SECTION F Deliveries or Performance

F-1 FAR 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 address: <http://farsite.hill.af.mil/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
	Alternate I	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

Costs, which are determined to be allowable, allocable, and reasonable for effecting the terms of this clause, are reimbursable under the contract, in accordance with FAR Clause 52.216-7, "Allowable Cost and Payment"

F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for the SOW for a period of five-years commencing from the effective date of the contract, subject to the limitations of this schedule and the individual task orders (See Section H-1(e)). Additional delivery schedule information shall be provided within individual Task Orders.

SECTION G Contract Administration Data

G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. 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.

G-2 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's taxpayer identification number is 52-0595111. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

G-4 PATENT INFORMATION

Patent information in accordance with FAR 52.227-11, "Patent Rights – Retention by the Contractor (Short Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Ballistic Missile Defense Organization
7100 Defense Pentagon, MDA/GC
Washington, DC 20301-7100

G-5 SUBMISSION OF VOUCHERS

- a. The Contractor's first and final vouchers for costs incurred shall be submitted in quadruplicate to the cognizant Defense Contract Audit Agency (DCAA) office for review and provisional approval. All other vouchers for cost incurred shall be submitted to DFAS.
- b. For task orders issued by MDA, the Contractor's vouchers for fee shall be submitted to the MDA Contracting Officer's Representative (COR) for verification and processing as described in Section B-4(e) and (f).
- c. For task orders issued by another agency, the Contractor's vouchers for fee shall be submitted to that agency's Task Manager for verification and processing as described in Section B-4(e) and (f).
- d. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

G-6 **REMITTANCE ADDRESS**

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer – Central Contractor Registration (May 1999)":

The Johns Hopkins University
Applied Physics Laboratory
Johns Hopkins Road
Laurel, MD 20723-6099
Attn: (b)(6)

G-7 **PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Task Orders may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provisions B-4 and G-5 and the applicable Task Order. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN as describe in each Task Order.

G-8 **ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds", the total amount of funds presently available for payment and allotted to each Task Order under this contract (which covers all items, including fixed fee payable), through the estimated funds exhaustion dates are detailed in each Task Order.

G-9 **ACCOUNTING AND APPROPRIATION DATA**

All "ACCOUNTING AND APPROPRIATION DATA" are detailed in each task order.

SECTION H Special Contract Requirements

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H-1 TASK ORDERS

a. General The task order procedures in this clause shall apply to CLINs 0001 and 0002. The Government may order up to the maximum DPLHs specified in the Schedule. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in section I clauses FAR 52.216-18, 52.216-19, and 52.216-22. All Task Orders are subject to the terms and conditions of this contract; in the event of a conflict between a Task Order and this contract, the contract shall prevail unless expressly agreed to otherwise. See paragraph g of this section for orders placed by agencies external to MDA.

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

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

- (a) contract number, CLIN, and 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);
- (e) identification of at least one of the JHU/APL UARC core competencies;
- (f) specify either LOE and number of DPLH, or Completion.

NOTE: Issuance of a draft Task Order does not authorize performance of the task.

(2) Task Plan Unless otherwise agreed to, the Contractor shall submit a Task Plan within thirty (30) calendar days after receipt of a draft Task Order. The Task Plan shall include:

- (a) a brief description of the method and approach to accomplish the Task Order;
- (b) estimated level of effort, in DPLHs by labor category, required to perform the task in the period of performance specified by the Task Order. (DPLHs to be delivered by the Contractor shall include all reimbursable labor hours worked regardless of source, prime or resident subcontract employee (RSE));
- (c) the Contractor's cost estimate, including all travel and other direct costs, with supporting rationale to perform the Task Order;
- (f) upon completion of negotiations, a certificate of Current Cost and Pricing as required by FAR 15.403-4, shall be submitted to the Contracting Officer.

(3) Task Order Issuance Unless otherwise agreed to, within thirty (30) calendar days after receipt of the Task Plan, the Contracting Officer will provide either an executed Task Order, or advise the Contractor of changes required to the Task Plan. Once the Contractor and Contracting Officer have agreed on the contents of the Task Plan, the Contracting Officer will issue the Task Order, which will include 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 DPLH and total cost-plus-fixed-fee ceiling to be expended on the task; for completion tasks, cost-plus-fixed-fee;
- (e) the period of performance for the task;
- (g) deliverables including applicable CDRLs; and,
- (h) identification of at least one of the JHU/APL UARC core competencies.

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

- (a) The Contractor shall begin performance promptly and submit a Task Plan within ten (10) calendar days after receipt of the Task Order.
- (b) Within ten (10) calendar days after receipt of the Task Plan, the Contracting Officer will provide either a written Notice of Approval, issue an amendment to the Task Order, or advise the Contractor of changes required to the Task Plan.
- (c) Until such time as a Task Plan is approved, the Contractor shall limit the expenditure of DPLHs and costs at a rate such that the Task Order maximum DPLHs and ceiling price will not be exceeded prior to the completion of the task.

c. Task Order Amendments. Task Orders normally will be amended using the standard procedures for issuing Task Orders. In emergency circumstances, Task Orders may be amended orally by the Contracting Officer; oral amendments will be confirmed by issuance of a written Task Order modification within five working days from the time of the oral communication amending the order.

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

e. Cost and Labor Hour Limitation

(1) The Contractor shall incur costs under this contract only in the performance of Task Orders and amendments 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 DPLHs for LOE tasks or the cost-plus-fixed-fee ceiling of any individual Task Order (LOE or Completion).**

(2) To allow the Contractor the flexibility to utilize the optimum labor mix in performing each Task Order, the Contractor may, without notice to the Government, increase or decrease the approved number of hours for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that the maximum DPLHs (LOE) and ceiling price for the Task Order are not exceeded.

f. Reporting The labor hours and dollars approved by the Government in the Task Order shall become the baseline to which the Contractor will report expenditures of dollars and actual labor hours in the “Funds & Labor Hour Expenditure Report” in accordance with CDRL A002.

g. Ordering by Other Agencies. Agencies external to MDA may place task orders against this contract with the approval of the MDA contracting officer. The requesting agency will be responsible for preparing and forwarding to the MDA contracting officer the information specified in paragraph b(1) of this clause. The task order will specify CDRLs to be submitted to the other agency.

H-2 LEVEL-OF-EFFORT AND COMPLETION ORDERS – FEE DETERMINATION

a. In the performance of LOE-type Task Orders issued pursuant to Special Provision H-1, TASK ORDERS, the Contractor shall provide DPLHs. DPLHs are defined as actual JHU/APL employee and resident subcontract employee (RSE) labor hours exclusive of vacation, holiday, sick leave, and other absences. Direct labor costs are calculated consistent with the Contractor's standard accounting practices.

b. For LOE-type Task Orders it is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total labor hours of effort prior to the expiration of the term thereof. It is further understood and agreed that the contractor may without notice to the Government, increase or decrease the approved number of labor hours for each labor category by no more than 15% to the extent that the ceiling price and maximum DPLH's for the Task Order are not exceeded. In the event that a variance in excess of 15 % is experienced, the Contractor, as manager of the DPLH's contracted and responsible for the work being performed on behalf of the Government under a given Task Order, shall have the right to propose an alternate labor mix that it deems to be in its and the Government's best interests, in lieu of the Government automatically applying a penalty to the Contractor's Fee as addressed elsewhere in this paragraph. However, it is agreed that the Government will have the unilateral right to reject the Contractors proposal to revise the Contracted Labor mix and at the Government's sole discretion either negotiate an alternate mix or insist on a Fee reduction calculated in strict accordance with this clause. Such determination by the Government shall not be disputable by the Contractor pursuant to the Disputes clause of this contract. In the event the Contractor is unable to comply with the 15% variance threshold specified herein, the Government will determine on a case-by-case basis to either modify the labor mix specified or adjust the Fee amount to be earned by the contractor on the Task Order. The option to adjust the fee as a result of variance in excess of 15% is the unilateral right of the Government and not subject to disputes. In the event the Government determines that it is in its best interest to adjust the Fee amount to be earned by the Contractor then the Fee adjustment, which will be calculated prior to any fee adjustment resulting from paragraph c below, will be determined as follows: If for any labor category the DPLH delivered are greater than 115% of the DPLH specified for that labor category in the Task Order, then the DPLH in excess of 115% for that labor category are non-fee bearing. The contracting officer shall reduce the fixed fee of the Task Order by an amount equal to the fee per hour for each non-fee bearing hour. The computed fee per hour for this Task Order is _____, which represents the fixed fee divided by the total DPLH.

c. For LOE Task Orders, the fixed fee shall be paid based on delivery of DPLHs. If, at the end of each task order period of performance, and after any fee adjustment made pursuant to paragraph b above, the contractor has delivered less than the ordered quantity of DPLHs, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the DPLHs actually delivered to the maximum T.O. DPLHs:

$$\frac{\text{DPLH's Delivered}}{\text{Maximum T.O. DPLHs}} \times (\text{T.O. Fixed Fee}) = \text{Adjusted Fixed Fee}$$

It is understood by the parties that the Contractor may use subcontractor and/or Resident Subcontractor Employees (RSEs), if and to the extent authorized by the Contracting Officer, to satisfy its obligation of providing the Task Order and contract specified DPLHs. The subcontractors contemplated would be those additional subcontractors/RSEs and or current subcontractor/RSEs providing new or additional work scope, initially contemplated to be performed by the Contractor, as identified in the negotiated Task Order. Further, such subcontractor/RSE effort shall be counted as delivered LOE by the Contractor, to the extent such subcontractor/RSE effort is comparable to the LOE contemplated to have been provided by the Contractor in the negotiated Task Order.

d. For completion task orders, the fixed fee shall be prorated based on the percentage of work completed. If, at the end of each task order period of performance the contractor has not completed the task, the fee may be reduced to reconcile the fee entitlement. No additional fee shall be paid on any cost overrun.

e. Nothing in this provision shall be construed to constitute authorization for the work not in accordance with the LIMITATION OF FUNDS provision of the contract. In addition, nothing in this provision shall be construed to diminish the rights of the parties pursuant to the "LIMITATION OF FUNDS" provision of this contract.

H-3 SEGREGATION OF COSTS

The Contractor agrees to segregate and bill costs/hours incurred under this contract by Task Order. Vouchers shall contain actual hours and cost by cost element (cost elements shall be at the lowest level of identification/discrimination consistent with the Contractor’s cost accounting system) expended by Task Order and overall cumulative summaries of all work vouchered to date.

H-4 TRAVEL AND TRAVEL COSTS

a. Excluding travel identified in the JHU/APL MDA TASK PLAN submitted as part of the Contractor's Task Plans and subsequently authorized by definitized Task Orders issued by the Contracting Officer, or surface travel within the Washington, DC metropolitan area (less than or equal to a 100 mile radius), all travel in support of tasks issued by MDA must be approved by either the Contracting Officer or Contracting Officers Representative (COR).

H-5 INSURANCE

The Contractor shall maintain the types of insurance and coverage listed below:

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

H-6 PUBLIC RELEASE OF INFORMATION

a. The policies and procedures outlined herein apply to information submitted by the Contractor and its subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operating Manual" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries which relate to a Contractor's work under this contract.

- e. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.
- d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.
- e. All material to be cleared shall be sent to:
 - Office of the Secretary of Defense
 - Ballistic Missile Defense Organization
 - 7100 Defense Pentagon, MDA/EA
 - Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable MDA COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

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

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(a) Purpose. The primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

(b) Scope. This clause shall apply to the contractor and its subcontractors or their successors in interest. The contractor shall flow down the provisions of this clause to first tier subcontractors. Flow down of this clause is not mandatory below the first-tier subcontractor.

(1) (i) Subcontractor shall mean independent operating entity or business unit responsible for providing supplies or services to JHU/APL in performance of this contract provided that such person shall not release, disclose, or use information related to its subcontract with JHU/APL in any way that would cause it to obtain for itself or any other independent operating entity or business unit an unfair competitive advantage or that would result in bias with regard to supplies or services it provides or seeks to provide the government. (ii) The subcontractor shall be responsible for implementing controls to ensure that no such release, disclosure or use of information occurs. Release, disclosure or use of such information may cause an organizational conflict of interest for both the recipient and the subcontractor disclosing the information and result in their ineligibility for award of future government contracts - related to this subcontract.

(2) The restrictions set forth in paragraph (f) apply to supplies and services except for routine engineering and technical services, routine legal, actuarial, auditing and accounting services, and training services as described in FAR 9.501.

(3) The financial, contractual, organizational and other interests of Contractor personnel performing work under this contract shall be deemed to be the interests of the Contractor for the purposes of determining the existence of an Organizational Conflict of Interest.

(c)Waiver. Any request for waiver of the provisions of subparagraphs (f)(2), (f)(3), or (f)(5) of this clause shall be submitted in writing to the Contracting Officer and shall set forth all relevant facts in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to subparagraph (f)(4) of this clause.

(d) Disclosure of Potential Conflicts of Interest of Individual Orders.

(1)The Contractor agrees to disclose, in writing at any time during solicitation, acquisition or performance of this contract, relevant facts pertaining to work previously performed or presently being performed by the Contractor under private or Government contracts wherein the subject matter includes systems, components, technology or services identical or similar to that encompassed by the proposed task orders and which reasonably will involve an actual or potential conflict of interest (as defined in FAR 9.5 and consistent with this clause). Such disclosure should set forth all relevant facts including identification of contracts under which work was or is being performed.

(2) If any of the contracts identified pursuant to subparagraph (d)(1) contain an Organizational Conflict of Interest Provision, the Contractor may request a waiver of that provision and propose contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest.

(e) Definitions. For purposes of application of this clause only, the following definitions are applicable;

(1)"System" includes system; major component, subassembly or subsystem; project; or item.

(2) "Nondevelopmental items" are those items which have not been designed or developed by the Contractor.

(3) "Systems Engineering" (SE) includes a combination of substantially all of the following activities; determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Specific examples of SE include determining sizes of system components and maximum operational accuracy, establishing system performance specifications, solving interface problems to insure system compatibility, defining interfaces, analyzing subsystems for projections of design compromise, establishing test requirements, evaluating test data to verify performance estimates and recommend design changes, setting program milestones and schedules and monitoring Contractor progress.

(4) "Technical Direction" (TD) includes a combination of substantially all of the following activities: Developing work statements, determining parameters, directing other contractor's operations, and resolving technical controversies. Specific examples of TD include such tasks as reviewing a Contractor's work, preparing work statements and tasks for other contractors consistent with appropriate development plans; monitoring of subsystem design work in critical areas; conducting organizational evaluation tests; exchanging information on progress and problems; direction or planning for future work, and where necessary, modifying, realigning or redirecting a Contractor's technical effort; design engineering of

subsystems; developing ground support systems research, development, and operational phases of a program; directing test programs for systems, subsystem, and selected components, directing associate contractors to implement such research, development, and operational requirements as are appropriate and directing contractor's in implementing reliability programs, and making technical evaluations and recommendations concerning technical proposals and specifications submitted by tractors.

(5) "Contracted Advisory and Assistance Services" (CAAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. They are defined in accordance with FAR 37.201 with examples in FAR 37.203. Such services may encompass consulting activities, engineering and technical services, management support services, analyses and evaluations (except as exempted by FAR 37.204).

(6) "Contractor" means JHU/APL and its officers and employees.

(7) "Interest" means organizational or financial interest.

(8) "Subcontractor" means any person or company that provides supplies or services under this prime contract as modified by paragraph (b) (1) of this clause.

(9) "Person" includes individuals, corporations partnerships, joint ventures and other business enterprises.

(f) Contracting Restrictions.

(1) To the extent the contractor provides systems engineering and technical direction for a system or commodity but does not have overall contractual responsibility for the development, integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. (FAR 9.505-1(a))

(2) To the extent the contractor, working singly, prepares and furnishes complete specifications covering nondevelopmental items to be competitively acquired, the Contractor shall not be allowed to furnish these items or their major components including software either as a prime contractor or subcontractor. This restriction applies to the initial production contract for such items unless another time frame is specified by the contracting officer. (FAR 9.505-2 (a) (1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the Contractor may not supply the systems, major components thereof, or the services unless the Contractor is the sole source, or a participant in the design and development work, or one of several contractors involved in preparation of the work statement. This restriction applies to the initial production contract for the product or service unless another time-frame is specified by the contracting officer. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires access to proprietary data of other companies, the Contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remained proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreements must be made available to the PCO upon request. . Contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the Contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. (FAR 9.505-4(a))

(5) If the Contractor is assigned a task involving (i) technical evaluations of other contractors' proposals or products or (ii) Contracted Advisory and Assistance Services (CAAS) (as defined in FAR 37.201, the Contractor shall not perform this task if Performance involves providing the Government advice or evaluation assistance concerning its own work products or activities, or those of a competitor. This prohibition is necessary to ensure objectivity and to protect the Government's interests. Should the Contractor seek or desire to perform such a task, the Contractor shall submit a request in writing to the Contracting Officer in accordance with paragraph (c) of this clause. The request shall set forth all relevant facts in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce and Organizational Conflict of Interest. The Contracting Officer shall determine which procedures and/or safeguards shall be used by the Contractor to mitigate conflicting roles which might produce an Organizational Conflict of Interest.

(6) Contractor Standard Commercial Items. Nothing in this clause shall preclude the Contractor or subcontractor from offering or selling its standard commercial items to the Government. "Standard Commercial Items" as used herein includes supplies and services of a class or kind which is used regularly for other than Government purposes and is sold, or traded in substantial quantities to the general public in the course of conducting normal business operations.

(7) Contractor Items Currently Furnished. The Contractor, and its subcontractors, shall not be restricted from furnishing, and continuing to furnish, any equipment or services that are currently furnished or have been furnished in the past. Nor will the Contractor, or its subcontractors, be restricted from furnishing modifications or improvements to said equipment nor from furnishing interface equipment, programs or services in connection with said equipment. Further, the Contractor and subcontractors are not to be restricted from furnishing other equipment or services for this program that perform the same functions as those performed by equipment or services presently furnished by the Contractor or its subcontractors for similar programs.

(g) Remedies. In the event the Contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving Contractor personnel performing work under this contract, the Government may require the Contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its rights to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, by applicable statutes or by applicable regulations

H-8 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

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 BMD or DoD Contractors and other Government agencies. Appropriate organizational conflicts of interest agreements 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 Strategic Defense System plans and the support of the key 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 the response and access provisions of 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. The Contractor agrees to accept technical direction as follows: Whenever it

becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

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.

H-9 MDA VISIT AUTHORIZATION PROCEDURES

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

(1) For tasks issued by MDA:

Office of the Secretary of Defense
 Ballistic Missile Defense Organization
 7100 Defense Pentagon, MDA/ACC
 Washington, D.C. 20301-7100
 Phone no.: (703) 697-8204

(2) For tasks issued by agencies external to MDA, to the address shown in the task order.

b. For tasks issued by MDA, the MDA Contracting Officer's Representative is authorized to approve visit requests for the Contracting Officer. For tasks issued by agencies external to MDA, the Task Manager has this authority.

H-10 RESERVED

H-11 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities ("Plant Equipment" and "Real Property" as defined under FAR 45.101 Definitions and FAR 45.301 Definitions) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities as a direct charge to the contract for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

H-12 RESERVED

H-13 INCREMENTAL FUNDING OF TASK ORDERS

Pursuant to FAR 52.232-22, "Limitation of Funds", task orders issued under this contract may be incrementally funded. When an order is incrementally funded, the following clause will be set forth in full text in the order:

LIMITATION OF LIABILITY – INCREMENTAL FUNDING OF TASK ORDERS

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ _____, inclusive of fee. Subject to the provisions of FAR 52.232-22, "Limitation of Funds", no legal liability on the part of the Government for payment of excess of \$ _____ shall arise unless additional funds are made available and are incorporated as a modification to this task order. It is estimated that the incremental funding provided herein shall be adequate for services performed hereunder

through _____.

H-14 CONTRACTOR COORDINATION WITH MDA

The Contractor shall coordinate with the MDA COR prior to meeting with international partners under this contract on subjects concerning program planning or contractual issues. The Contractor shall coordinate with the MDA COR prior to beginning work on any new tasks under this contract with another U.S. Government agency as its customer.

H-15 CRITERIA FOR EVALUATING WORK

To determine if work is appropriate for assignment to JHU/APL, the following criteria shall be used:

(1) The task falls within the UARC's core competencies and the UARC is selected by the Tasking Activity in order to provide or maintain a DoD essential engineering, research, and/or development core capability.

(2) JHU/APL's CORE COMPETENCIES. Appropriate work shall require at least one of the following JHU/APL core competencies:

- (a) Strategic Systems Test and Evaluation.
- (b) Submarine Security and Survivability.
- (c) Space Science and Engineering.
- (d) Combat System and Guided Missile R&D
- (e) Theater Air Defense and Power Projection
- (f) Information Technology (C4ISR/IW)
- (g) Simulation, Modeling, and Operation Analysis
- (h) Mission-Related R&D

(3) No Government resources are available which are better suited to perform the work.

(4) The work to be performed is not considered an inherently Governmental function that is incompatible with the role of JHU/APL.

H-16 RESERVED

H-17 GOVERNING COST PRINCIPLES

As stipulated in Office of Management and Budget (OMB) letter of March 1, 1994, The Johns Hopkins University Applied Physics Laboratory was granted permanent exemption from the requirements of OMB Circular A-21, "Cost Principles for Educational Institutions in Administering Federal Awards." Therefore, the Contractor shall be governed by the cost principles of FAR 31.103 (Contracts With Commercial Organizations) vice FAR 31.104 (Contracts With Educational Institutions).

H-18 CONTRACTOR ACQUIRED & GOVERNMENT PROPERTY

The property listed in Attachment 3 - Contractor Acquired Property, has been previously acquired by the contractor under MDA contract number HQ0006-96-D-0004 and it's predecessor contract(s) under which work was performed for MDA. Accountability for this contractor acquired property will be transferred to this contract for

use in the performance of work under this contract. In addition, residual material from previous contracts in which tasks were performed on behalf of MDA will be transferred to this contract.

H-19 SPECIAL AGREEMENT REGARDING CERTAIN CONTRACTOR BUILDINGS

As part of the Agreement entered into between the Government and the Contractor on 13 December 1968 to ensure the continued availability of the Contractor's facilities and resources to the needs of the Government, the Government agreed to relinquish an option to purchase certain Contractor-owned buildings at the Contractor's Howard County site. As part consideration for release of the aforesaid option, the Contractor agreed to accord priority to the work of the Government with respect to Laboratory facilities and to discontinue further charges to the Government for rent, amortization, depreciation, or use charges for such buildings as they existed on 13 December 1968. Charges of like character with respect to capital improvements to said buildings completed subsequent to 13 December 1968 are recognized to the extent that such charges are otherwise allowable under Subpart 31.2 of the Federal Acquisition Regulation.

In furtherance of these past understandings, the Contractor agrees that, on and after 13 December 1968, the Government shall not be charged rent, amortization, depreciation, or use charges under this or any other Contract for the capitalized and unamortized costs as of 13 December 1968 of the Laboratory buildings identified herein, nor shall the net book value of said Laboratory buildings be included in the base for the calculation of facilities capital cost of money entitlement purposes. Nothing contained in this Section shall prohibit indirect charges of like kind or capital improvements to said buildings completed subsequent to 13 December 1968, if such charges are otherwise allowable under Subpart 31.2 of the Federal Acquisition Regulation.

- (1) A two-story brick building, known as Building No. 1 (east, west, and south wings, cafeteria, and Howard County Room Extension), together with water supply system, water tower, sewage disposal plant and roads;
- (2) Foundations, roads, drainage facilities, utility lead-ins and certain spare parts for the Government owned Butler building, known as Building No. 14, including erection of said building on University premises;
- (3) A two-story brick building, known as Building No. 2, including sewage and power distribution facilities;
- (4) A two-story brick building, known as Building No. 11, the Experimental Radar Building;
- (5) The structures comprising the Propulsion Research Laboratory and Engineering Building, known collectively as Building No. 10; and
- (6) A two-story reinforced concrete building, known as Building No. 40, the Radar Systems Evaluation Building, and associated access road.

H-20 RESERVED

H-21 INCORPORATION OF SECTION K

The provisions of Section K of Part IV of the model contract HQ0006-02-D-0003, as completed by the offeror in its proposal, are incorporated herein by reference.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2 Alt I	Security Requirements (Aug 1996) - Alternate I	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2 Alt II	Audit and Records--Negotiation (Jun 1999) - Alternate II	APR 1998
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	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	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998)- Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996)- Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987)- Alternate V	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 Alt I	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts) (Jan 1986)- Alternate I	JUL 1985
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000

252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7000	Special Termination Costs	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

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

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 .S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

(End of clause)

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end

of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

(Complete according to agency instructions.)

(End of clause)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1)	15	3 Aug 01
ATTACHMENT 1	Statement of Work entitled "Technical and Engineering Services (TES) for Ballistic Missile Defense Organization	8	10 Oct 01
ATTACHMENT 2	Contract Security Classification Specification (DD Form 254)	8	
ATTACHMENT 3	Contractor Acquired Property	3	10 Oct 01
ATTACHMENT 4	OCI Analysis/Disclosure Form	2	
ATTACHMENT 5	Small Business and Small Disadvantaged Business Subcontracting Plan	6	23 Oct 01
ATTACHMENT 6	Travel Request Form (MDA Form 110)	2	Mar 2001