

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1   41	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-08-D-0002		3. EFFECTIVE DATE 16 Jun 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) STERLING RESEARCH CORPORA LINDA STANFEL 5091 HIGHCREST DR SHINGLE SPRINGS CA 95682-9625				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  <b>Section G</b>	
CODE 1M8D3		FACILITY CODE					
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS, P.O. BOX 18 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(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>\$944,011.00</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	36 - 40
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 11	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	41
X	D	PACKAGING AND MARKING	13	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	14		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	15 - 17		L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	18 - 22		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	23 - 35				
<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 (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 HQ0006-08-R-0001 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 SHIRLEE R. MADELOFF / CONTRACT SPECIALIST TEL: 703-882-6152 EMAIL: Shirlee.Madeloff@mda.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA   (Signature of Contracting Officer)		20C. DATE SIGNED 06-Jun-2008	
BY _____ (Signature of person authorized to sign)							

## Section B - Supplies or Services and Prices

## CLAUSES INCORPORATED BY FULL TEXT

## B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,469	Labor Hours		\$297,541.00
	Services in Support of MDA/PA				
	COST				
	Services in support of MDA/PA for a period of 6.5 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment I). See Attachment 7 for Labor Rates.				
	FOB: Destination				
				ESTIMATED COST	\$297,541.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		51,822	Dollars, U.S.	(b)(4)	\$51,822.00
	Other Direct Costs - Travel				
	COST				
	ODCs/Travel in support of MDA/PA for a period of 6.5 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment I).				
	FOB: Destination				
				ESTIMATED COST	\$51,822.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		594,648	Dollars, U.S.	(b)(4)	\$594,648.00

Other Direct Costs - Exhibit Costs

COST

ODCs/Exhibit Cost in support of MDA/PA for a period of 6.5 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).

FOB: Destination

ESTIMATED COST	\$594,648.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					NSP

Data and Reports

The Contractor shall provide the data deliverables in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423-1. THIS IS NOT A SEPARATELY PRICED LINE ITEM.

FOB: Destination

NET AMT \_\_\_\_\_  
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		3,796	Labor Hours		\$478,005.00

OPTION Services in Support of MDA/PA  
COST

Services in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).  
See Attachment 7 for Labor Rates.

FOB: Destination

ESTIMATED COST \$478,005.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		61,426	Dollars, U.S.	(b)(4)	\$61,426.00

OPTION Other Direct Costs - Travel  
COST

ODCs/Travel in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).

FOB: Destination

ESTIMATED COST \$61,426.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		760,837	Dollars, U.S.	(b)(4)	\$760,837.00

OPTION Other Direct Costs - Exhibit Costs  
COST

ODCs/Exhibit Cost in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).

FOB: Destination

ESTIMATED COST \$760,837.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104			Lot		NSP
OPTION	Data and Reports				

The Contractor shall provide the data deliverables in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423-1. THIS IS NOT A SEPARATELY PRICED LINE ITEM.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		3,796	Labor		\$494,232.00
OPTION	Services in Support of MDA/PA		Hours		
	COST				

Services in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1). See Attachment 7 for Labor Rates.

FOB: Destination

ESTIMATED COST

\$494,232.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202		64,497	Dollars, U.S.	(b)(4)	\$64,497.00
OPTION	Other Direct Costs - Travel				
	COST				
	ODCs/Travel in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).				
	FOB: Destination				
				ESTIMATED COST	\$64,497.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203		798,879	Dollars, U.S.	(b)(4)	\$798,879.00
OPTION	Other Direct Costs - Exhibit Costs				
	COST				
	ODCs/Exhibit Cost in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).				
	FOB: Destination				
				ESTIMATED COST	\$798,879.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204			Lot		NSP
OPTION	Data and Reports				
	The Contractor shall provide the data deliverables in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423-1. THIS IS NOT A SEPARATELY PRICED LINE ITEM.				
	FOB: Destination				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		3,796	Labor Hours		\$511,027.00

OPTION Services in Support of MDA/PA  
COST

Services in support of MDA/PA for a period of 12 months in accordance with the  
Conference Exhibit Support Services Statement of Objectives (Attachment 1).  
See Attachment 7 for Labor Rates.

FOB: Destination

ESTIMATED COST	\$511,027.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		67,722	Dollars, U.S.	(b)(4)	\$67,722.00

OPTION Other Direct Costs - Travel  
COST

ODCs/Travel in support of MDA/PA for a period of 12 months in accordance with  
the Conference Exhibit Support Services Statement of Objectives (Attachment 1).

FOB: Destination

ESTIMATED COST	\$67,722.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303		838,823	Dollars, U.S.	(b)(4)	\$838,823.00

OPTION Other Direct Costs - Exhibit Costs  
COST  
ODCs/Exhibit Cost in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).  
FOB: Destination

ESTIMATED COST \$838,823.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304			Lot		NSP

OPTION Data and Reports

The Contractor shall provide the data deliverables in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423-1. THIS IS NOT A SEPARATELY PRICED LINE ITEM.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		3,796	Labor Hours		\$528,435.00

OPTION Services in of Support MDA/PA  
COST  
Services in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1).  
See Attachment 7 for Labor Rates.  
FOB: Destination

ESTIMATED COST \$528,435.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402		71,108	Dollars, U.S.	(b)(4)	\$71,108.00
OPTION	Other Direct Costs - Travel COST ODCs/Travel in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1). FOB: Destination				
				ESTIMATED COST	\$71,108.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403		880,764	Dollars, U.S.	(b)(4)	\$880,764.00
OPTION	Other Direct Costs - Exhibit Costs COST ODCs/Exhibit Cost in support of MDA/PA for a period of 12 months in accordance with the Conference Exhibit Support Services Statement of Objectives (Attachment 1). FOB: Destination				
				ESTIMATED COST	\$880,764.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0404	Data and Reports				NSP

The Contractor shall provide the data deliverables in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423-1. THIS IS NOT A SEPARATELY PRICED LINE ITEM.

FOB: Destination

ESTIMATED COST

#### CLAUSES INCORPORATED BY FULL TEXT

B-02 RESERVED

B-03 CONTRACT TYPE (MAY 2005)

This is an Indefinite-Delivery, Indefinite-Quantity type contract with a Fixed Price Labor-Hour, Level-of-Effort CLIN for labor and Cost-Reimbursable CLINs for Travel and Other Direct Costs with an 6.5-month base period and four, 12-month option periods as specified in Section B and other related Sections, Attachments and Exhibits.

B-04 RESERVED

#### CLAUSES INCORPORATED BY FULL TEXT

B-05 OPTION REQUIREMENTS (MAY 2005)

The Government may exercise the Option requirements as identified under Option Items 0101, 0102, 0103, 0104, 0201, 0202, 0203, 0204, 0301, 0302, 0303, 0304, 0401, 0402, 0403 and 0404. These Option items may be exercised, in whole or in part, in accordance with Special Provision "Exercise of Options".

B-06 CONTRACT MINIMUM/MAXIMUM DOLLARS

The minimum and maximum dollars for this contract are stated below.

	Minimum	Maximum	Duration
<b>Contract Base Period (CLINS 0001, 0002, 0003, 0004)</b>	(b)(4)	(b)(4)	(b)(4)
<b>Option Period 1</b>			

<b>(CLINS 0101, 0102, 0103, 0104)</b>	(b)(4)	
<b>Option Period 2 (CLINS 0201, 0202, 0203, 0204)</b>		
<b>Option Period 3 (CLINS 0301, 0302, 0303, 0304)</b>		
<b>Option Period 4 (CLINS 0401, 0402, 0403, 0404)</b>		
<b>TOTALS</b>		

B-07 SMALL BUSINESS SET-ASIDE

In accordance with Section I clause 52.219-6, this effort is a total small-business set-aside.

**Section C - Descriptions and Specifications****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) and 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.

**CLAUSES INCORPORATED BY FULL TEXT****C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)**

- a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1, Exhibit A.
- b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."
- c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, Exhibit A, submission requirements. For reports that are unable to be submitted electronically, 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
  - PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
  - CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER
- e. All reports generated under this contract shall 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."
- f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and Contract Security Classification Specification, DD Form 254, Attachment 2, 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

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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 National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

Office of the Secretary of Defense  
 Missile Defense Agency MDA/PA  
 Attn: (b)(6)  
 7100 Defense Pentagon  
 Washington, DC 20301-7100

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 16-JUN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0002	POP 16-JUN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0003	POP 16-JUN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0004	POP 16-JUN-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0101	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
0102	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
0103	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
0104	POP 01-JAN-2009 TO 31-DEC-2009	N/A	N/A FOB: Destination	
0201	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
0202	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
0203	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
0204	POP 01-JAN-2010 TO 31-DEC-2010	N/A	N/A FOB: Destination	
0301	POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0302	POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	
0303	POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination	

0304	POP 01-JAN-2011 TO 31-DEC-2011	N/A	N/A FOB: Destination
0401	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination
0402	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination
0403	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination
0404	POP 01-JAN-2012 TO 31-DEC-2012	N/A	N/A FOB: Destination

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

## F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

## For Base Period:

a. The Contractor shall accomplish the work required by CLINs 0001, 0002, 0003 and 0004 for the Statement of Objectives for Support to the Public Affairs Directorate, External Affairs Exhibits for a period of eight months from the effective date of the contract.

## For Option Period(s):

b. In the event the Government exercises Option 1, in accordance with Special Provision "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, 0102, 0103 and 0104 for the SOO during the twelve month period commencing from the effective date of Option 1.

c. In the event the Government exercises Option 2, in accordance with Special Provision , "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0201, 0202, 0203 and 0204 for the SOO during the twelve month period commencing from the effective date of Option 2.

d. In the event the Government exercises Option 3, in accordance with Special Provision , "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0301, 0302, 0303 and 0304 for the SOO during the twelve month period commencing from the effective date of Option 3.

e. In the event the Government exercises Option 4, in accordance with Special Provision , "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0401, 0402, 0403 and 0404 for the SOO during the twelve month period commencing from the effective date of Option 4.



F-02    RESERVED

F-03    DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## G-01 CONTRACT ADMINISTRATION (MAY 2005)

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 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/DACS  
Telephone Number: (703) 882-6152  
E-Mail Address: (b)(6) (b)(7)(C)@mda.mil

## (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/PA  
Telephone Number: (614) 801-0075  
E-Mail Address: (b)(6)@mda.mil

(c) The Contractor shall provide the following information for the Electronic Document Access (EDA) POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC:

(b)(4)

E-Mail Address: linda@sterlingresearch.net  
Telephone No.: (916) 798-9609  
(including area code and extension)

The Contractor point of contact on matters pertaining to contract audits is as follows:

Name: Linda Stanfel  
Title: President/CEO  
Telephone No.: (916) 798-9609  
(including area code and extension)

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

Routing number: (b)(4)  
Account number: (b)(4)

G-04 RESERVED

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA  
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

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

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

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

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

DISA WESTHEM  
Area Command Ogden  
Customer Service Center  
CONUS ONLY: 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 338-7095  
FAX COMMERCIAL: 801-605-7453  
FAX DSN: 388-7453  
[cscassig@ogden.disa.mil](mailto:cscassig@ogden.disa.mil)

b. Submission of Invoices under Fixed Price Type Contracts

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

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

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

4. The contractor shall prepare either:

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

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

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

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

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

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

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

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

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

#### G-06 ALLOTMENT OF FUNDS (MAY 2005)

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 fee payable), through the estimated period of performance said funds cover, are detailed in each task order.

#### G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

Task Orders may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned to each CLIN as described in each Task Order.

#### G-08 RESERVED

#### G-09 ACCOUNTING AND APPROPRIATION DATA (MAY 2005)

All "ACCOUNTING AND APPROPRIATION DATA" are detailed in each Task Order.

#### G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0002 and 0003 and their respective Option CLINs, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

G-11      RESERVED

G-12      TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is (b)(4) This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## H-03 TASK ORDERS (MAY 2005)

a. General. The task order procedures in this clause shall apply to CLIN 0001, 0002, 0003 and 0004 and their respective Option CLINs, if exercised. The Government may order up to the maximum Direct Productive Labor Hours (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.

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

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

(2) Task Plan. The Contractor shall submit a Task Plan within fifteen (15) 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 authorized subcontractor);
- (c) the estimated ceiling price for the task order, including all travel and other direct costs, with supporting rationale.

(3) Task Order Issuance. 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 includes the following:

- (a) Contracting Officer signature and date of order;
- (b) Contract number, Task Order number, CLIN, and SOO reference;
- (c) Description of the Task to be performed;
- (d) The period of performance for the task;
- (e) Maximum number of labor hours by category, ceiling price not to exceed labor hours and estimated total dollar amount for Other Direct Costs and Travel; and
- (e) Deliverables including applicable CDRLs.

(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) The Contractor may, without notice to the Government, increase or decrease the approved number of hours by no more than 35% for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that they are within the scope and do not exceed the maximum ceiling price for the Task Order.

H-04 RESERVED

#### CLAUSES INCORPORATED BY FULL TEXT

H-05 AUTHORIZED TRAVEL AND TRAVEL COSTS AS SPECIFIED  
UNDER A TRAVEL CLIN (MAY 2005)

a. Travel. All contractor travel (non-local) that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR and by the Procuring Contracting Officer (PCO) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.



(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001). 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 (MAY 2005)

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 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

#### CLAUSES INCORPORATED BY FULL TEXT

##### H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the Public Affairs Directorate's Conference Exhibit Support program. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives,

appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

#### CLAUSES INCORPORATED BY FULL TEXT

##### H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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

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

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

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

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

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

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

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

(1) Five (5) copies of each item.

(2) Written statement, including:

- (a) To whom the material is to be released
- (b) Desired date for public release

- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
  - (d) The contract number.
- e. The items submitted must be complete. Photographs shall have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
- i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.
- j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/PA  
Attn: (b)(6)  
1301 Southgate Road  
Arlington, VA 22202

#### CLAUSES INCORPORATED BY FULL TEXT

##### H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

- 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 currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
  - (2) the Contractor does not obtain an 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 any unfair competitive advantage by virtue of its access to proprietary information belonging to others.
- b. Scope: 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 clause as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner

without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW)/Statement of Objectives (SOO), or other form of technical solutions, functions, requirements or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW/SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW/SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to 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: (a) use such information for any private purpose; (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.

d. 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, Attachment 4, for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; 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.

e. 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, 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.

(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.

f. Modifications: Prior to contract modification, when the SOW/SOO or specification is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure(s) or representation(s).

H-10 RESERVED

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

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

Office of the Secretary of Defense  
Missile Defense Agency, MDA/ACC  
7100 Defense Pentagon  
Washington, DC 20301-7100  
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)

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 taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

(1) remove the employee from the current Visit Authorization Request/Letter;

(2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

(3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

H-13 RESERVED

H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

(b)(4)

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-15 EXERCISE OF OPTIONS (MAY 2005)

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

H-16 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (MAY 2005)

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), Attachment 3, 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 Systems Directorate - all ADP equipment.
- (2) Resources Management Facilities Logistics Directorate - all other equipment, such as telefax and reproduction machines, tables, chairs, and mobile and permanent white boards.

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-17 RESERVED

H-18 RESERVED

H-19 INHERENTLY GOVERNMENTAL FUNCTIONS (MAY 2005)

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

b. The Contractor shall ensure that its employees performing under this contract have read and understand Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, on this subject. In the event the Contractor is concerned that work requested of it violates the Policy Letter 92-1, it shall immediately inform the Contracting Officer.

H-20 RESERVED

H-21 RESERVED

H-22 RESERVED

SECTION H-24 THROUGH H-29

H-24 RESERVED

H-25 RESERVED

H-26 TRANSITION PERIODS

a. "Transition In" – It is the intent of the Government to provide an orderly transition of the support function between the current contract, HQ0006-02-F-0034, and the anticipated contract awardee for the contract resulting from RFP HQ0006-08-R-0001. To that end, the transition-in period will be from contract award to the end of the incumbent's current contract. The transition may involve the transfer of facilities, documentation, intellectual property, operating procedures and other resources necessary to ensure that the full requirements of the government Statement of Objectives are met. Transition activities will include attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic information between all contractors/teams, toward the goal of meeting Government requirements. The level and amount of transfer required will be dependent upon the particular contractors involved and the programs they support. The transition requirements that may be placed upon the incumbent contractor for the current contract will be issued in time to begin an orderly transition and will include associated transition requirements. The Government will meet with the involved parties to schedule and arrange for the details of the transition period events.

b. "Transition Out" – It is the intent of the Government to provide for an orderly transition from the contract resulting from RFP HQ0006-08-R-0001 to any follow-on contracts. To that end, the transition-out period will be approximately thirty (30) days prior to the end of the resulting contract. The contractor will be required to work closely with any follow-on contractor for approximately thirty (30) days prior to the end of the contract as stated above, in order to assure uninterrupted contract support, and assumption of follow-on contractor responsibility. The transition may involve the transfer of facilities, documentation, intellectual property, operating procedures and other resources necessary to ensure that the full requirements of the government Statement of Work are met. The "Transition-Out" will include attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic information between all contractors/teams associated with meeting the various on-going Primary-Organization-Elements requirements. The Government will, prior to transition, meet with the involved parties to schedule and arrange for the transition period events. The transition requirements that may be placed upon the contractor will be accomplished and issued in time to begin an orderly transition and tailored to the particular contractor involved.

#### H-27 RESERVED

#### H-28 WORK ON GOVERNMENT PREMISES

1. Any work performed by the Contractor or any of its subcontractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

(a) All contractor and subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

(b) All Contractor and subcontractor personnel shall be easily recognized by wearing Government provided security badges while working at MDA.

(c) The Contractor shall provide direct supervision of its own employees and shall not supervise or accept supervision from any Government personnel.

2. The Contractor shall designate in writing to the Contracting Officer or their duly authorized representative, an on-the-premises representative to serve as the Contractor point of contact.

#### H-29 RESERVED

#### H-30 POST AWARD CONFERENCE

A post-award conference may be required prior to starting any work under this contract. The contractor's key personnel will be required to attend the conference.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.207-3	Right of First Refusal of Employment	MAY 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
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
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
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 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
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
252.215-7000	Pricing Adjustments	DEC 1991
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	JAN 2007
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006
252.251-7000	Ordering From Government Supply Sources	NOV 2004

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date through the entire term of the contract.

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

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

(End of clause)

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 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 \$1,500,000;

(2) Any order for a combination of items in excess of \$1,500,000; or

(3) A series of orders from the same ordering office within five 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 five 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 six months from the termination of the period of performance.

(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 thirty days of the contract expiration date.

(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 thirty days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty days (60 days unless a different number of days is inserted) 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 five and a half 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://acquisition.gov/far/index.html>

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Missile Defense Agency Security Program Protection (MDA/DOSS), POC: (b)(6) at (703)882-6687 or at (b)(6)@mda.mil.

(End of clause)



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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _	Exhibit A - CDRL DD Form 1423	8	14-JAN-2008
Attachment 2	Contract Security Classification, DD Form 254	9	14-JAN-2008
Attachment 3	Planning, Programming, Budgeting & Execution Systems (PPBES)	2	14-JAN-2008
Attachment 4	OCI Analysis/Disclosure Form	2	14-JAN-2008
Attachment 5	Government-Furnished Property	2	12-FEB-2008
Attachment 6	MDA Form 110, Request for Travel	2	29-OCT-2004
Attachment 7	Labor Qualification Rates & Matrix	1	16-JUN-2008