

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1 54		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-07-D-0002		3. EFFECTIVE DATE 01 Mar 2007		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) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) KEPLER RESEARCH INC 1530 WILSON BLVD SUITE 600 ARLINGTON VA 22209			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 1WU70			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G		
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 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		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$7,412,953.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	46 - 53
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 16	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	17	X	J	LIST OF ATTACHMENTS	54
X	D	PACKAGING AND MARKING	18	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	19	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	20 - 23		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	24 - 28	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	29 - 45				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] 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, (h) 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. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-06-R-A004-0004 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 (h) 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 GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		01-Mar-2007	

Section B - Supplies or Services and Prices

CLAUSE B-01

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		(b)(4)	Labor Hours		
	Services in Support of MDA/DAC				
	COST				
	Base Period (4/1/07 - 3/31/09) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 24-months. See Attachment 6 for Labor Rates.				
	FOB: Destination				
				ESTIMATED COST	\$7,281,662.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		(b)(4)	Lot		
	ODCs and Travel for CLIN 0001				
	COST				
	Base Period (4/1/07 - 3/31/09) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 24-months. Only applicable G&A expenses can be applied to this CLIN.				
	FOB: Destination				
				ESTIMATED COST	\$100,000.00

000002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0003

Data and Reports for CLIN 0001

Base Period (4/1/07 - 3/31/09) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0004

(b)(4)

Labor
Hours

Transition-In Period for CLIN 0001

COST

Base Period (3/1/07 - 3/31/07) - In accordance with Special Requirements Clause H-26, Contractor shall provide services in support of MDA/DAC during the transition period for up to a period of 30-days. See Attachment 6 for Labor Rates.

FOB: Destination

ESTIMATED COST

\$31,291.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		(b)(4)	Labor Hours		
OPTION	Services in Support of MDA/DAC COST				
	Option Period 1 (4/1/09 - 3/31/10) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 6 for Labor Rates. FOB: Destination				
				ESTIMATED COST	\$3,819,943.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		(b)(4)	Lot		
OPTION	ODCs and Travel for CLIN 0101 COST				
	Option Period 1 (4/1/09 - 3/31/10) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103					NSP
OPTION	Data and Reports for CLIN 0101				

Option Period 1 (4/1/09 - 3/31/10) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		(b)(4)	Labor		
			Hours		

OPTION Services in Support of MDA/DAC
 COST

Option Period 2 (4/1/10 - 3/31/11) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 6 for Labor Rates.

FOB: Destination

ESTIMATED COST \$3,990,758.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202 OPTION	ODCs and Travel for CLIN 0201 COST Option Period 2 (4/1/10 - 3/31/11) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination	(b)(4)	Lot		
				ESTIMATED COST	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203 OPTION	Data and Reports for CLIN 0201 Option Period 2 (4/1/10 - 3/31/11) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP

NET AMT

000006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		(b)(4)	Labor Hours		
OPTION	Services in Support of MDA/DAC COST Option Period 3 (4/1/11 - 3/31/12) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months. See Attachment 6 for Labor Rates. FOB: Destination				
				ESTIMATED COST	\$4,169,417.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302		(b)(4)	Lot		
OPTION	ODCs and Travel for CLIN 0301 COST Option Period 3 (4/1/11 - 3/31/12) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. FOB: Destination				
				ESTIMATED COST	\$50,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303					NSP
OPTION	Data and Reports for CLIN 0301				

Option Period 3 (4/1/11 - 3/31/12) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401			Labor Hours		

Services in Support of DAC

COST

Award Term 1 (4/1/12 - 3/31/13) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months (subject to award term evaluation).

FOB: Destination

ESTIMATED COST

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0402	ODCs and Travel for CLIN 0401 COST Award Term 1 (4/1/12 - 3/31/13) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. (This CLIN is subject to award term evaluation). FOB: Destination		Lot		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0403	Data and Reports for CLIN 0401 Award Term 1 (4/1/12 - 3/31/13) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP

NET AMT

000009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0501	<p>Services in Support of DAC</p> <p>COST</p> <p>Award Term 2 (4/1/13 - 3/31/14) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months (subject to award term evaluation).</p> <p>FOB: Destination</p>		Labor Hours		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0502	<p>ODCs and Travel for CLIN 0501</p> <p>COST</p> <p>Award Term 2 (4/1/13 - 3/31/14) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. (This CLIN is subject to award term evaluation).</p> <p>FOB: Destination</p>		Lot		
				ESTIMATED COST	\$0.00

000010

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0503					NSP

Data and Reports for CLIN 0501

Award Term 2 (4/1/13 - 3-31/14) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0601			Labor Hours		

Services in Support of DAC
 COST

Award Term 3 (4/1/14 - 3/31/15) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months (subject to award term evaluation).

FOB: Destination

ESTIMATED COST \$0.00

000011

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0602	<p>ODCs and Travel for CLIN 0601</p> <p>COST</p> <p>Award Term 3 (4/1/14 - 3/31/15) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. (This CLIN is subject to award term evaluation).</p> <p>FOB: Destination</p>		Lot		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0603	<p>Data and Reports for CLIN 0601</p> <p>Award Term 3 (4/1/14 - 3/31/15) The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.</p> <p>FOB: Destination</p>				NSP
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0701	<p>Services in Support of DAC</p> <p>COST</p> <p>Award Term 4 (4/1/15 - 3/31/16) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months (subject to award term evaluation).</p> <p>FOB: Destination</p>		Labor Hours		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0702	<p>ODCs and Travel for CLIN 0701</p> <p>COST</p> <p>Award Term 4 (4/1/15 - 3/31/16) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. (This CLIN is subject to award term evaluation).</p> <p>FOB: Destination</p>		Lot		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0703 Data and Reports for CLIN 0701

Award Term 4 (4/1/15 - 3/31/16) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM.
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0801 Services in Support of DAC

COST

Award Term 5 (4/1/16 - 3/31/17) - Services in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1) for a period of 12-months (subject to award term evaluation).

FOB: Destination

ESTIMATED COST

\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0802	ODCs and Travel for CLIN 0801 COST Award Term 5 (4/1/16 - 3/31/17) - Other Direct Costs and Travel in support of MDA/DAC in accordance with the Business Operations and Source Selection Support Statement of Work (Attachment 1), and Special Contract Clause H-05, for a period of 12-months. Only applicable G&A expenses can be applied to this CLIN. (This CLIN is subject to award term evaluation). FOB: Destination		Lot		
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0803	Data and Reports for CLIN 0801 Award Term 5 (4/1/16 - 3/31/17) - The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements List, DD Forms 1423-1, Exhibit A. THIS IS A NOT SEPARATELY PRICED LINE ITEM. FOB: Destination				NSP

NET AMT

CLAUSES INCORPORATED BY FULL TEXT

B-03 CONTRACT TYPE (MAY 2005)

This is an Indefinite Delivery, Indefinite Quantity Contract with Fixed Rates for Labor Hour Task Orders with a Cost Reimbursable Line Item for Other Direct Costs. The contract has a 30-day transition period, 24-month base period, and three 12-month option periods with the ability to earn up to five (5) additional 12-month Award Term periods as specified in Section B and other related Sections, Attachments and Exhibits.

B-06 CONTRACT MINIMUM/MAXIMUM DOLLARS

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

	Min imum	Maximum	Duration
Contract Base Period and Transition (CLINS 0001, 0002, 0003, 0004)	\$600,000.00	\$7,412,953.00	25 months
Option Period 1 (CLINS 0101, 0102, 0103)	\$0.00	\$3,869,943.00	12 months
Option Period 2 (CLINS 0201, 0202, 0203)	\$0.00	\$4,040,758.00	12 months
Option Period 3 (CLINS 0301, 0302, 0303)	\$0.00	\$4,219,417.00	12 months
Award Term 1 (CLINS 0401, 0402, 0403)	\$0.00	\$0.00	12 months
Award Term 2 (CLINS 0501, 0502, 0503)	\$0.00	\$0.00	12 months
Award Term 3 (CLINS 0601, 0602, 0603)	\$0.00	\$0.00	12 months
Award Term 4 (CLINS 0701, 0702, 0703)	\$0.00	\$0.00	12 months
Award Term 5 (CLINS 0801, 0802, 0803)	\$0.00	\$0.00	12 months
TOTALS	\$600,000.00	\$19,543,071.00	121 months

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 Task Order and in accordance with the Statement of Work (SOW) (Attachment 1) 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 of the Task Order, and the attached Contract Data Requirements List, DD Forms 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 Forms 1423-1, submission requirements. For reports that cannot 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
 - TASK ORDER NUMBER
 - PROGRAM'S DESCRIPTION (INCLUDING 3 or 4 LETTER CODE)/COR
 - 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 Forms 1423-1, Exhibit A, and the 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
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/DAC
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, DD Forms 1423-1, Exhibit A.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2007 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0002	POP 01-APR-2007 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0003	POP 01-APR-2007 TO 31-MAR-2009	N/A	N/A FOB: Destination	
0004	POP 01-MAR-2007 TO 31-MAR-2007	N/A	N/A FOB: Destination	
0101	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0102	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0103	POP 01-APR-2009 TO 31-MAR-2010	N/A	N/A FOB: Destination	
0201	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination	
0202	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination	
0203	POP 01-APR-2010 TO 31-MAR-2011	N/A	N/A FOB: Destination	
0301	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination	
0302	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination	
0303	POP 01-APR-2011 TO 31-MAR-2012	N/A	N/A FOB: Destination	
0401	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination	
0402	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination	

000020

0403	POP 01-APR-2012 TO 31-MAR-2013	N/A	N/A FOB: Destination
0501	POP 01-APR-2013 TO 31-MAR-2014	N/A	N/A FOB: Destination
0502	POP 01-APR-2013 TO 31-MAR-2014	N/A	N/A FOB: Destination
0503	POP 01-APR-2013 TO 31-MAR-2014	N/A	N/A FOB: Destination
0601	POP 01-APR-2014 TO 31-MAR-2015	N/A	N/A FOB: Destination
0602	POP 01-APR-2014 TO 31-MAR-2015	N/A	N/A FOB: Destination
0603	POP 01-APR-2014 TO 31-MAY-2015	N/A	N/A FOB: Destination
0701	POP 01-APR-2015 TO 31-MAR-2016	N/A	N/A FOB: Destination
0702	POP 01-APR-2015 TO 31-MAR-2016	N/A	N/A FOB: Destination
0703	POP 01-APR-2015 TO 31-MAR-2016	N/A	N/A FOB: Destination
0801	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination
0802	POP 01-APR-2016 TO 31-MAR-2017	N/A	N/A FOB: Destination
0803	POP 01-APR-2016 TO 31-MAR-2017	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 under CLIN 0004, Transition Period, for a period of 30-days after the effective date of the transition Task Order. The Contractor shall accomplish the work required by CLINs 0001, 0002 and 0003 for the SOW during the 24-month period commencing from the end of the 30-day Transition Period under CLIN 0004.

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 and 0103 for the SOW during the 12-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 and 0203 for the SOW during the 12-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 and 0303 for the SOW during the 12-month period commencing from the effective date of Option 3.

For Award Term Period(s):

e. In the event the Government awards the Contractor Award Term 1, in accordance with Special Provision, "Award Term," the Contractor shall accomplish the work required by CLINs 0401, 0402 and 0403 for the SOW during the 12-month period commencing from the effective date of Award Term 1.

f. In the event the Government awards the Contractor Award Term 2, in accordance with Special Provision, "Award Term," the Contractor shall accomplish the work required by CLINs 0501, 0502 and 0503 for the SOW during the 12-month period commencing from the effective date of Award Term 2.

g. In the event the Government awards the Contractor Award Term 3, in accordance with Special Provision, "Award Term," the Contractor shall accomplish the work required by CLINs 0601, 0602 and 0603 for the SOW during the 12-month period commencing from the effective date of Award Term 3.

h. In the event the Government awards the Contractor Award Term 4, in accordance with Special Provision, "Award Term," the Contractor shall accomplish the work required by CLINs 0701, 0702 and 0703 for the SOW during the 12-month period commencing from the effective date of Award Term 4.

i. In the event the Government awards the Contractor Award Term 5, in accordance with Special Provision, "Award Term," the Contractor shall accomplish the work required by CLINs 0801, 0802 and 0803 for the SOW during the 12-month period commencing from the effective date of Award Term 5.

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, DD Forms 1423-1, Exhibit A.

F-04 LEGAL HOLIDAYS OBSERVED

The following legal holidays are observed:

New Year's Day*	1 January
Martin L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day*	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day*	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day*	25 December

*Holidays that fall on Saturday are observed on Friday and holidays that fall on Sunday are observed on Monday.

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 Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)
Organizational Code: MDA/DACS
Telephone Number: 703-882-6209
E-Mail Address: (b)(6)@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/DACR
Telephone Number: 703-882-6629
E-Mail Address: (b)(6)@mda.mil

(c) The Contracting Officer shall provide the following contractor information for the Electronic Data 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)(6)

000001

E-Mail Address: (b)(6)@keplerresearch.com
Telephone No.: 703-465-4035
(including area code and extension)

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

Name: (b)(6)
Title: Director, Business Operations
Telephone No.: 703-465-4035
(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 and Task Order 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):

Kepler Research, Inc.
1530 Wilson Blvd, Suite 600
Arlington, VA 22209

G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

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

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
(b)(6)@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 this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, shall be tracked in the following format for each CLIN in the Task Order:

CLIN 0001:	\$TBD
Estimated funds exhaustion date:	Insert Date

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

CLIN(s) 0001, 0002, 0003 and 0004 and associated Option and Award Term CLIN(s), 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 provision G-09, Accounting and Appropriation Data.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0002, and 0004, and their respective Option and Award Term CLINs, vouchers shall contain actual hours and costs by cost element (worked at each individual fully-burdened labor rate identified by labor categories in the contract) and overall cumulative summaries of all work vouchered to date.

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) (MODIFIED)

a. General. The task order procedures in this clause shall apply to CLINs 0001, 0002, 0003, and 0004 and all associated Option CLINs, if exercised. The Government is only obligated to place orders totaling the minimum contract dollar amount shown in the Schedule, B-06. The Government may order up to the maximum dollars specified in the Schedule, B-06. The contractor shall invoice and receive payment for the number of hours actually worked in performing the Task Order. 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/SOW reference;
- (b) Description of the task to be performed;
- (c) Period of performance for the task;
- (d) Description of the deliverables (as appropriate); and
- (e) Specify either level of effort (LOE) or completion and number of direct labor hours per labor category.

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 by direct labor hours per labor category (including labor category descriptions) required to perform the task. The Contractor shall include all reimbursable labor hours worked regardless of the source, i.e. prime or subcontractor;
- (c) Estimated ceiling price for the task, 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's signature and date of order;
- (b) Contract Number, Task Order number, CLIN and SOW reference;
- (c) Description of the Task to be performed;

- (d) For LOE tasks, the maximum number of direct labor hours by labor category and total dollar amount; for completion tasks, the estimated ceiling price not to exceed labor hours and total dollar amount;
- (e) The period of performance for the task; and
- (f) Deliverables including applicable CDRLs.

(4) Alternate Procedure. When time will not permit the preparation of a Task Plan before commencement of work, the Contracting Officer may issue a Task Order specifying a maximum direct labor hours by labor category and estimated ceiling price 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 a Task Plan is approved, the Contractor shall not expend more than 50% of the estimated ceiling price.

c. Task Order Amendments/Modifications. In emergency circumstances, the Contracting Officer may orally amend the Task Order, which will be confirmed by a written Task Order modification.

d. Performance. The Contractor shall commence performance upon receipt of a signed Task Order. Contractors are not authorized to perform work prior to the receipt of an executed Task Order. Commencement of work before receipt of a new Task Order is at the contractor's own risk.

e. Cost and Labor Hour Limitation.

- (1) The Contractor shall not incur costs unless authorized by the Contracting Officer.
- (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.

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 or 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 OR 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 Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	As required by State law \$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

II-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the MDA/DAC Business Operations and Source Selection Support effort. 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.

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) Seven (7) 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 Communications (MDA/DC) 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/DC 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/(3 or 4 letter code)
Attn: First name, Last name*
1301 Southgate Road
Arlington, VA 22202

* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

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 venturer, 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) Participation in MDA and MDA Related Contracts: The contractor shall not participate as a prime contractor or subcontractor in any MDA contract other than this contract without written approval by the Contracting Officer. Participation in MDA and MDA related contracts will be reviewed on a case by case basis by the Contracting Officer to assure that no organization conflict of interest exists.

(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 unless the information has been released or otherwise made available to the public, (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 unless such information has previously been released or otherwise made available to the public by the Government.

(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 conflict 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 3, Section J) for each MDA, and ballistic missile defense-related contract or subcontract.

(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 for 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. Government Indemnity: The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party proprietary information, data, or software by the contractor, its employees, or subcontractors where the proximate cause of the unauthorized release is the action or inaction of the contractor, its employees, or subcontractors. The unauthorized use or disclosure of information, data, or software is defined as the use or disclosure of information, data, or software that is clearly and properly marked "proprietary" or bears appropriate restrictive markings clearly printed on the material. The contractor is not liable for the unauthorized use or disclosure of third party proprietary information, data, or software if the Government authorizes or directs the disclosure or use of the third party proprietary information, data, or software.

g. Modifications: Prior to contract modification, when the SOW 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 or representation.

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

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

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

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

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

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

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.

*Note: In addition, see Clause H-23 Contractor Employee Out-Processing.

H-13 ACQUISITION OF FACILITIES (MAY 2005) (MODIFIED)

The Contractor agrees to provide facilities (as defined under FAR 45.301 and further defined under FAR 45.101, Definitions of Plant Equipment and Real Property) 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 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-14 KEY PERSONNEL QUALIFICATIONS (MAY 2005)

- a. The Contractor shall promptly notify the Contracting Officer and the Contracting Officer's Representative prior to making any changes to key personnel. If replacing key personnel, the Contractor shall adhere to the following: (1) when replacing a key person, the new person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) when adding personnel, the new person's qualifications are equal to or better than the core capabilities for that specific labor category in the contract (labor category descriptions are included in Attachment 6). The key staff position for this contract is the Team Lead/Manager.
- b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.
- c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-16 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA (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) calendar 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) 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-18 LOCATION OF PERFORMANCE (MAY 2005)

Work performed at the NCR Government sites will be at MDA Headquarters, currently at FOB2, Arlington, VA, Sequoia building in Arlington, VA, or the Suffolk building, Falls Church, VA.

MDA will provide workstations and all necessary equipment and supplies at these on-site locations. The Program Manager is required to be on-site and have the authority to make commitments for the company.

Work performed in Huntsville AL will be both on-site and off-site. MDA will provide workstations and all necessary equipment and supplies for on-site personnel.

Work performed in Colorado Springs CO, Albuquerque NM, Los Angeles CA and Boston MA will be both on-site and off-site. MDA will provide workstations and all necessary equipment for on-site personnel.

Any proposed personnel place of performance outside the listed locations must be explained and justified.

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 SENSITIVE INFORMATION TECHNOLOGY WORK (MAY 2005)

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

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

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

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

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

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Organizational Security Division (MDS/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

a. In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is

covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) Electronic format through the following website: www.mdasmallbusiness.com

(2) Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

H-23 CONTRACTOR EMPLOYEE OUT-PROCESSING (MAY 2005)

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

H-25 LOE/ALTERNATE LOCATIONS

ADJUSTMENT TO LEVEL OF EFFORT/ALTERNATE LOCATIONS

a. Based on mission needs and operations tempo, performance under this contract could result in changes to the original LOE hours estimate. To the extent that the effort remains consistent with the labor categories identified in the contract, increases or decreases of up to 100% of the original LOE hours estimate are within scope of the existing contract.

b. Services under contract are currently performed primarily in the National Capital Region (NCR); however, performance may be required in Huntsville AL, Colorado Springs CO, Albuquerque NM, Los Angeles CA and Boston MA. MDA is undergoing a Re-Engineering process and is on the Base Realignment and Closure (BRAC) list. Performance may be required at various locations throughout CONUS, Government approved locations and other proposed Contractor facilities [in accordance with FAR 45.301 and 45.302, providing facilities]. As a result of these two initiatives, performance under this contract may be required in various locations throughout the US.

c. As the Government requires support for locations outside of the NCR area, the Government will enter into negotiations to establish rates for the alternate locations.

H-26 TRANSITION PERIODS

a. "Transition In" – The Government requires an orderly transition of the support function from the current contract, HQ0006-05-C-0027. The transition-in period shall begin with the execution of the first Task Order and continue for up to thirty (30) days. The transition may involve the transfer of documentation, operating procedures and other resources. Transition activities will include contractor attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic

information. The COR will meet with the incumbent and the new contractor to coordinate the details of transition activities (includes addressing LAN training, badge coordination and orientation activities). The incoming contractor will not have responsibility for contract performance during the transition-in period.

b. "Transition Out" – The Government requires an orderly transition from contract HQ0006-07-D-0002 to any follow-on contract(s). The transition-out period shall begin thirty (30) days prior to the end of the current contract. The contractor shall work closely with any follow-on contractor to assure uninterrupted contract support. The transition may involve the transfer of documentation, operating procedures and other resources. The "Transition-Out" shall include contractor attendance at program reviews; participation in working groups; briefings; on-site communications; and full disclosure of technical, cost, and programmatic information. The COR will meet with the incumbent and new contractors to coordinate the details of transition. The current contractor is responsible for contract performance during the transition-out period.

H-27 ASSOCIATE CONTRACTOR

1. The Contractor shall enter into associate contractor agreements (hereinafter called "agreements") with the Contractors (hereinafter called "associate contractors") identified in the following paragraph:

Resulting Contract from RFP HQ0006-07-R-0005 (DAC SETA Support Full and Open Competition)

(a) The Contractor shall execute written agreements with companies, individuals and organizations identified by the Government as associate contractors (ASCONS). The agreement shall provide for the timely, free and direct exchange of information and data necessary for the performance of this contract and shall be structured to ensure effective communication between counterparts at all levels from senior corporate management to working contracting personnel. The agreements shall include the provision that any proprietary information furnished by an ASCON pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the agreement. Further, the agreement shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of ASCON proprietary information.

(b) If the Contractor requires technical information from an ASCON the Contractor shall request and obtain any and all such information directly from the ASCON, pursuant to the written agreement with that Contractor.

(c) The Contractor shall freely and directly exchange technical information and data on the performance of its efforts. The Government intends to conduct meetings to facilitate the exchange of technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under agreements, the matter shall be brought to the attention of the Contracting Officer for resolution.

2. The Contractor shall furnish to the Contracting Officer a copy of ASCON Agreements when executed. E-mail copies are acceptable which clearly indicate or state that the agreements have been executed.

II-28 WORK ON GOV'T PREMISES

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 POST AWARD CONFERENCE

A post-award conference will be conducted within 30 days after contract award. The Contracting Officer will notify the contractor in writing of the time, place and agenda for the conference. The contractor's duly authorized representatives shall attend the conference.

H-30 AWARD TERM PERIODS

a. This contract provides for a core performance period of 5 years consisting of a 2 year basic period and three (3) pre-priced 1 year option periods. There is no guarantee the Government will continue performance beyond the initial 24 month base period. In accordance with the criteria in FAR 17.207, option years one through three may or may not be exercised by the Contracting Officer. If option years one through three are exercised by the Government, the Term Determining Official may authorize up to 5 additional extension periods beyond the core performance period, in the form of 12 month "award term periods". Award term periods may be earned by the contractor for sustained performance that exceeds a satisfactory rating. The maximum performance period under this contract shall not exceed 10 years.

b. The contractor will be afforded the opportunity to adjust prices before each award term period should Forward Pricing Rate Agreement (FPRA) or DCAA approved rates differ by more than 10%.

c. For award term entitlements, the contractor's performance will be evaluated based on a Government established Award Term Plan (ATP) (Attachment 3). The award-term schedule identified below reflects the timetable for evaluations and award term decision points. The evaluation decision point will be completed within 90 days before the end of the period being evaluated. If the Term Determining Official (TDO) grants an award term, the entitlement to that award term period will be issued in a modification to the contract. All award-term periods are contingent on the availability of funds clause of the contract (FAR 52.232-18).

AWARD TERM SCHEDULE

Contract Base Period Year 1 & 2	1 st Option Year 3	2 nd Option Year 4	3 rd Option Year 5	Award Term Year 6	Award Term Year 7	Award Term Year 8	Award Term Year 9	Award Term Year 10
Eval for information only in Base Period	Eval for 1 st Decision Point (1 st Award Term period)	Eval for 2 nd Decision Point (2 nd Award Term Period)	Eval for 3 rd Decision Point (3 rd Award Term Period)	Eval for 4 th Decision Point (4 th Award Term Period)	Eval for 5 th Decision Point (5 th Award Term Period)	Eval Continues to ensure no loss of Award Term and document contractor performance	Eval Continues to ensure no loss of Award Term and document contractor performance	Eval Continues to document contractor performance for the purpose of CPARS and Past Performance documentation.

d. The contractor must achieve a higher than satisfactory evaluation score (in accordance with criteria set in the Award Term Plan) for the evaluation period to be eligible for each award term.

e. The approved ATP will be provided to the contractor prior to contract award. The ATP may be unilaterally revised by the Contracting Officer at any time prior to the start of each new award term period. An Award Term Review Board (ATRB) will be designated by the TDO. The ATRB will review and assess contractor performance against the evaluation criteria described in the ATP. If an award term period is earned, upon determination of the TDO the Contracting Officer will unilaterally grant each specific "award term period," by issuing a contract modification.

f. Only one award term period can be earned for each evaluation period.

g. Unless otherwise determined by the TDO, award-term points earned in one period may not be carried forward to the next evaluation period. Unearned points shall not be carried forward more than one additional evaluation period.

H-31 PRICING AWARD TERM PERIOD

a. The price for award term periods, if earned, will be determined prior to the start of the first award term period in accordance with this clause.

b. The contractor shall submit a proposal in accordance with FAR 15.403-4 for all of the award term periods, no later than 120 days prior to the start of the first award term period (even if the award term period is yet to be earned, or the award term decision has not yet been made). Certified cost or pricing data is required from the contractor and any subcontractor meeting the criteria in FAR 15.404-3. In lieu of cost or pricing data, the contractor may submit a request for exception from the requirement to submit cost or pricing data, but only to the extent that this request can be justified as provided in FAR 15.403-1. The Prime Contractor and all subcontractors with value of \$550,000 or more shall comply with applicable cost supporting data requirements in FAR 15, Table 15-2 Instructions for Submitting Cost/Price Proposal when Cost or Pricing Data Are Required.

c. The term "price" covers the unit price(s) and extended total price(s) stated for the contract line item(s) in the contract. If labor categories that were not covered in the previous performance period are needed for the award term period and are authorized for use by the Contracting Officer, the contractor shall propose hourly rates applicable to those labor categories for review and approval. Unless otherwise agreed to by the Contracting Officer, the same Labor Mix, Qualifications, and Rate Mix applicable to the then current period will be used as the baseline for pricing the award term periods.

Section 1 - 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	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	SEP 2005
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	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
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
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-11	Cost Contract--No Fee	APR 1984
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
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984

000046

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	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
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	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	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
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
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
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
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

NOTE: This clause is only applicable to CLINS 0002, 0102, 0202, 0302, 0402, 0502, 0602, 0702 and 0802.

(End of clause)

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 the initial 2-year base period and any options, if exercised, and any earned award terms.

(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 \$30,000.00 dollars 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 \$10,000,000.00 dollars (adjusted with the award of each award term).

(2) Any order for a combination of items in excess of \$10,000,000.00 dollars (adjusted with the award of each award term); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 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 the initial 2-year base period and any options, if exercised, and any earned award terms.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 121 months.

(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)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	DATE
Exhibit A	Contract Data Requirements List (DD Forms 1423)	01-MAR-07
Attachment 1	Statement of Work	01-MAR-07
Attachment 2	Contract Security Classification, DD Form 254	01-MAR-07
Attachment 3	Draft Award Term Plan	01-MAR-07
Attachment 4	PPBE Non-Disclosure Agreement	01-MAR-07
Attachment 5	OCI Analysis/Disclosure Form	01-MAR-07
Attachment 6	Labor Category Descriptions, Staffing Matrix, Fully-Burdened Labor Rates, and Pricing Tables	01-MAR-07
Attachment 7	List of Government- Furnished Property	01-MAR-07

EXHIBIT A

Exhibit A
HQ0006-07-D-0002

CONTRACT DATA REQUIREMENTS LIST

Business Operations and Source Selection Support

01 March 2007

PREPARED BY

MISSILE DEFENSE AGENCY

000055

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoDD 5230.24, *Distribution Statements on Technical Documents*, Mar. 18, 1987

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the Acquisition Streamlining and Standardization Information System (ASSIST) data base. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/DAC Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANPLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

H. ADDRESSEE LIST

Block 14

Entry

Complete Mailing Address

COR

Missile Defense Agency
ATTN: MDA/DACR

(b)(6)

7100 Defense Pentagon
Washington, DC 20301-7100

Email: (b)(6)@mda.mil

DODAAC: HQ0006

MDA/DACS

Missile Defense Agency
ATTN: MDA/DACT

(b)(6)

7100 Defense Pentagon

Washington, DC 20301-7100

Email: (b)(6)@mda.mil

DODAAC: HQ0006

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6218

Email For Unclassified-Unlimited Documents Only:
TR@dtic.mil

000053

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>						
D. SYSTEM/ITEM Business Operations and Source Selection Support			E. CONTRACT/PR. NO HQ0006-07-D-0002		F. CONTRACTOR Kepler Research, Inc.					
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Technical Report - Study/Services			3. SUBTITLE See Block 16						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A/T, Nov 2000			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/DAC					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED See Block 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16							
16. REMARKS Block 3: Subtitle will be dictated by the requirements of the SOW. Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative. Block 9: A distribution statement is required and will be provided by the COR before delivery of the data. Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements of the SOW. Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.						a. ADDRESSEE		b. COPIES		
						COR		Draft	Reg	Final
						MDA/DACS		1	1	
						DTIC			1	
15. TOTAL		1	2							
G. PREPARED BY (b)(6) MDA/DACR		H. DATE 01 Mar 07		I. APPROVED BY W. H. Stieglitz, MDA Data Manager						
				J. DATE 01 Mar 07						

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP TM OTHER X				
D. SYSTEM/ITEM Business Operations and Source Selection Support		E. CONTRACT/PR. NO HQ0006-07-D-0002		F. CONTRACTOR Kepler Research, Inc.				
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Management Plan		3. SUBTITLE N/A					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80004, May 85		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/DAC				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY YRLY	12. DATE OF FIRST SUBMISSION 45 DACS		14. DISTRIBUTION			
8. APP CODE See Block 16		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP					
16. REMARKS Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative Block 12: First submittal will be 45 days after contract award. Block 13: Annual submission date will be no later than 20 days after the end of the FY to the Contracting Officer's Representative. Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.				b. COPIES				
				a. ADDRESSEE		Draft	Final	
				COR			Reg	Repro
				MDA/DACS			1	
							LT	
				15. TOTAL				
G. PREPARED BY <small>(b)(6)</small> MDA/DACR		H. DATE 01 Mar 07		I. APPROVED BY W. H. Stieglitz, MDA Data Manager				
				J. DATE 01 Mar 07				

000064

ATTACHMENT

1

STATEMENT OF WORK
Scientific, Engineering and Technical Assistance for
Business Operations and Source Selection Support for
Missile Defense Agency Contracts Directorate

I. OBJECTIVE

The contractor shall provide scientific, engineering, and technical assistance to the Missile Defense Agency, Contracts Directorate (MDA/DAC). The contractor shall provide personnel, and resources to effectively support DAC's business operations and source selection facilitation and support requirements described herein.

The contractor is responsible for training and managing employees to assure that there will be no violation of laws, regulations, and policies regarding procurement integrity, personal services, and inherently governmental functions. The majority of contractor personnel under this contract will be working in government facilities.

II. BACKGROUND

The Missile Defense Agency (MDA) is engaged in research and development projects for the Ballistic Missile Defense System (BMDS), and advanced technologies for the purpose of eliminating the threat posed by ballistic missiles. MDA is chartered and mandated to develop for deployment ballistic missile systems that are capable of providing highly effective defense of the United States, forward-deployed and expeditionary elements of the U.S. Armed Forces, and friends and allies of the United States.

MDA arranges for, manages, and directs the performance of work connected with advanced projects by the military departments, and other government institutions. MDA also keeps the Secretary of Defense and other government leaders informed of significant new developments that can enhance the Ballistic Missile Defense (BMD) program. The MDA Contracts Deputate has the responsibility for contracting with U.S. and foreign entities on behalf of the government for BMD requirements. In addition, it monitors the contracting activities of the services and other government agencies performing support to MDA. In this capacity, the Contracts Deputate (MDA/DAC) is responsible for developing and advising on contractual policy, ensuring compliance with government contracting regulations, processing waivers to government procurement directives, negotiating and awarding contracts, assessing contractor performance, fulfilling contract administration functions, issuing contract modifications, and closing out completed contracts.

III. DESCRIPTION:

The purpose of this contract is to identify services to augment current staff capabilities in support of the MDA Contract (DAC) Business Operations Directorate (DACR) and the Policy Office (DACP). The services provided are in support of DAC's Operational Mission, which ranges in complexity from basic/simple procurements through complex Major Systems Acquisition type requirements.

The functional breakdown of work requirements in support of DACR and DACP are as follows:

A. DACR Business Operations Support

DACR provides support to DAC by providing comprehensive, timely and dedicated home-office services to the Director, Deputy and DAC Assistant Directors of Contracting. DACR is responsible for planning, budgeting and managing the human, financial and information technology-based resources vital to executing the MDA contracting mission. As the home office for contracting human capital, DACR provides planning, selection, retention, development, and performance assessment of current and forecasted government and contractor support personnel. DACR is responsible for handling the business processes within DAC. These functions range from management of Contracting Operational business tools to Program Management of various DAC programs

DACR interfaces with departmental and civilian agency contracting officials in researching, developing, and implementing innovative and effective Electronic-Government initiatives to support the technically proficient contracting operation that contributes to developing and fielding the Ballistic Missile Defense System (BMDS).

The contractor shall provide support to the Government employee who has primary responsibility for the management of the business operation or system. On a typical basis, the contractor may be involved in the preparation and maintenance of guidebooks and/or instructions, management assistance to the program and assistance with processing and maintenance of necessary documentation. In addition, the contractor may be required to provide non-administrative support for briefing preparations.

1. Operational Support

The Contractor shall provide consultation, coordination, and support for DACR operational responsibilities. The specific requirements related to these functions may vary, but typically an action will require review of the requirement, research to determine the appropriate response, preparation of the response, and the processing and coordination of the action with Government representatives and with the appropriate approval/signature authorities. In addition, all records and files shall be maintained to support the actions taken and the Agency response. Below is a list of some of DACR's operational responsibilities. In order to provide effective consulting, coordination, and support for the operational support task, the Contractor shall utilize and adhere to regulations identified in the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS) along with any Federal, DoD and Agency policy and guidance. The Contractor must have an understanding, experience and knowledge of the following:

- a. Unsolicited Proposals: The contractor will assist with processing Unsolicited Proposals considering guidance in BMDO Directive 7801.
- b. Freedom of Information Act (FOIA): The contractor will assist with processing FOIA's considering guidance in BMDO Directive 5400.
- c. Contract Performance Assessment Reporting System (CPARS): The contractor will assist with coordination and maintenance of the CPAR's considering guidance in BMDO Directive 7812.
- d. Purchase Card Program: The contractor will assist with the Purchase Card Program considering guidance in MDA Instruction 4105.02.
- e. Audits/Internal Reviews: The contractor will assist with Audits/Internal Reviews considering guidance in MDA Instruction 7600.01-INS and Internal Review Instruction 7600.02-INS.
- f. Committee on Foreign Investment in the United States (CFIUS): The contractor will assist with processing and coordinating CFIUS's considering guidance in MDA Instruction 5000.03-INS.

The following documents related to the Business Operations task are located in the technical library, which can be accessed on the Federal Technical Data Solutions website at www.fedteds.gov:

- a workload summary of various DACR operational support activities in the last 6-12-months, and;
- a copy of the BMDO directives and MDA Instructions cited in this section.

2. Contract Closeout Support

The Government is required to closeout all physically completed contracts. Under this task, the contractor will be responsible for coordinating all closeout actions, and preparing the closeouts for signature by an MDA Contracting Officer (CO). A report of DAC contracts available for closeout as of 2 May 2006 is located in the technical library, which can be accessed at www.fedteds.gov. In support of Contract Closeout Support, the contractor shall:

- a. Closeout all acquisition instruments within the timeframes specified in the FAR, DFARS and agency regulations. The contractor shall be responsible for taking all actions necessary, up to the point of signature by the MDA Contracting Officer.
- b. Develop and maintain a tracking and reporting system that includes the status, location, and current actions pertaining to the closeout actions. The tracking system shall include, at a minimum, a list of contracts received for closeout, contract type, recommendations for quick closeout, and other information as may be needed.
- c. Prepare monthly progress reports to track the status of contracts to be closed-out.
- d. Prepare and disseminate all documentation for review and signature of the Contracting Officer, including, but not limited to, completion of forms, final modifications, closeout letters, etc.
- e. Create, comply with, and maintain current standard operating procedures or other procedural guides and related documentation that describe the work being performed in fulfillment of closeouts.

3. Business Management

The specific requirements related to the business and office management functions may vary. The Contractor shall provide consultation, coordination, and support for the following DACR business and office management responsibilities/activities:

- a. Training: Assistance with the coordination of DAC's training programs, to include the tracking and maintenance of the training budget. The contractor's responsibilities related to this task may include maintaining the training budget spreadsheets, tracking individual DAC employee training

requirements, assisting in the selection of training programs and classes for DAC employees, etc.

- b. Intern Program: Assistance with the coordination of the DAC contract specialist intern program. The contractor's responsibilities related to this task may include assisting in the development of an intern career development-training program, coordinating in-house training workshops, maintaining intern rotation schedules, etc.
- c. Travel: Assistance with the coordination and oversight of DAC's travel, to include the tracking and maintenance of the travel budget. The contractor's responsibilities related to this task may include the creating and coordinating travel request forms, maintaining a travel budget spreadsheet, providing liaison support to the Agency's travel office, etc.
- d. Security: Assistance with the coordination of DAC's physical and technical security requirements.
- e. Internal Management Controls Program: The contractor shall assist with the Internal Management Control program considering guidance in MDA Directive 5010-02 (available in the technical library on www.fedted.gov).
- f. Conferences: Assistance with the coordination of DAC conferences to include activities such as developing agendas, scheduling and planning conference space, planning attendance and preparing minutes.
- g. Subscriptions for DAC: The contractor's responsibilities include:
 - i. assisting in the processing of actions for library subscriptions, periodicals, internet and magazine subscriptions.
 - ii. sending out data calls on annual basis to Director, Deputy Director and Assistant Directors for renewal of subscriptions.
 - iii. maintaining a spreadsheet to show current subscriptions, cost and renewal dates.
 - iv. coordinating with the Chief Information Office (DON) to ensure subscriptions are renewed as necessary and delivered to appropriate personnel in DAC.

A list of current subscriptions maintained by DAC is located in the Technical Library on www.fedted.gov.

4. Human Resources

The contractor's responsibilities related to human resource activities under this task may vary. The Contractor shall provide consultation, coordination, and support for the following DACR human resource responsibilities/activities:

- a. Personnel Actions: Assist with human capital planning and the processing of personnel actions. The contractor's responsibilities related to personnel actions may include assistance with the processing of new employees, personnel briefings, and coordination with MDA Human Resources (MDA/HR) department, etc. The Contractor may have involvement with the following MDA/HR programs:
 - Acquisition Demonstration Project (pilot)
 - National Security Personnel System
 - Re-engineering, Base Realignment and Closure (Transition to Huntsville and other destinations)
 - Defense Acquisition Workforce Improvement Act (DAWIA) Certifications

5. Office Management

Under this task, the contractor shall be responsible for handling day-to-day office management duties related to the following DACR responsibilities/activities:

- a. Records Management: The contractor will assist with the management of records in accordance with MDA Directive 8180.01 (available in the technical library on www.fedteds.gov).
- b. Move Coordination: The contractor shall provide support in DAC move coordination activities. These activities include coordinating with MDA's move coordination office, planning office space, updating phone lists and directives, etc.

B. DACP Source Selection Facilitation and Support

Under this contract, the contractor shall support DACP with source selection facilitation and support related responsibilities/activities.

1. Source Selection Facilitation and Support

MDA/DACP has cognizance over managing and planning the source selection facilities. MDA/DAC uses an automated Source Selection tool for documenting evaluation results. **The Evaluation Software tool shall be supplied and administered by the Contractor.**

- a. Manage MDA/DAC source selection facilities (conference rooms, evaluator workrooms and evaluation working space) to support competitive source selections and non-competitive selection negotiations (up to four concurrently) at various stages of the evaluation and negotiation processes).
- b. Maintain contractor owned office hardware and software suites (word processing spreadsheets, etc.) fully compatible with MDA/DAC's hardware and software, capable of exchanging data electronically with DAC.
- c. Provide secure records storage for proposals (up to four source selections/negotiations concurrently) and limited storage for ^{(b)(2)} classified documents.
- d. Provide and maintain contractor owned copiers and audio-visual equipment (e.g., overhead projectors, screens, etc.) to support source selections as described above.
- e. Inventory and catalogue contractor proposal/quotation packages submitted in response to competitive RFP's and RFQ's.
- f. Prepare tailored Source Selection Evaluation Team (SSET) administrative briefings.
- g. Prepare Evaluator Workbooks (using electronic/paperless medium) containing evaluation criteria, standards, and relevant Section L and M (or equivalent RFQ sections) and SOW provisions.
- h. Train the Evaluation Team on how to use the software tool, the various roles and responsibilities and lessons learned.
- i. Prepare summaries of significant weaknesses and clarifications resulting from SSET caucus.
- j. Prepare summary of SSET results including significant discussions, consensus evaluation results and summary.

- k. Prepare minutes of verbal exchange with offerors including discussions with offerors in the competitive range.
- l. Prepare draft Proposal Analysis Report (PAR)
- m. Prepare minutes of the Source Selection Advisory Council and Source Selection Authority briefings.
- n. Assist with the development of evaluation criteria and appropriate clauses to be utilized during the source selection process.
- o. Provide technical and administrative assistance ranging from explaining the scoring process to assisting with the risk analysis, trade-off considerations during the evaluation phase.
- p. Assist with the document preparation including maintaining such items as the Non-disclosure agreements and conflict of interest certifications.
- q. Provide administrative services required to include customizing the RFP data file by inputting source selection information into the software model, including factors, sub-factors, evaluation criteria as well as reference material consistent with the agency source selection process/ documents and the solicitation.
- r. Maintain the LAN accounts for the participants as well as the Offeror status and access privileges.
- s. During evaluations assist the Evaluators with risk analysis and trade-off decision-making strategies.
- t. The Contractor is responsible for reconfiguration of the rooms as necessary, setting up the rooms for meetings, scheduling the facility, providing and setting up equipment (projectors, boards, etc.) and ensuring adequate office supplies are available for use during the various meetings and evaluation sessions.

The following documents related to the Source Selection Facilitation and Support task are located in the technical library, which can be accessed at www.fedteds.gov:

- list of government furnished equipment that will be available for the source selection facility;

- workload summary of all support the incumbent source selection team has provided to DAC during the last 12 months; and
- a copy of the source selection facility floor plan and room dimensions.

IV. Contract Performance

A. Period of Performance

The period of performance of this contract is a two-year base period and three one-year options. In addition, based on the contractor's performance, there are five one-year award-term periods available under this contract (see draft award-term plan in Attachment 3).

B. Antiterrorism Training (AT)

Level I AT Awareness Training will be provided to all MDA personnel (to include DoD contractors) and their family members annually, per DoDI 2000.16, Standard 22. MDA leaders will ensure every military Service member, DoD Employee/contractor, and local national hired by the Department of Defense, regardless of rank, is made aware of the need to maintain vigilance for possible terrorist actions and employ AT tactics, techniques and procedures, as discussed in DoD O-2000.12-H and Joint Pub 3-07.2. MDA will also offer Level I AT Awareness Training to contractors employed by MDA, consistent with the terms and conditions specified in the contract.

ATTACHMENT

2

ATTACHMENT

3

Award Term Plan

For

**DAC Scientific, Engineering and Technical Assistance (SETA)
Support Services for Business Operations and Source Selection
Facilitation**

Date of Approval

Contractor's Name

APPROVED:

**_____
Term Determining Official
(Title)**

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	Introduction	03
2.0	Organization	03
3.0	Responsibilities	03
4.0	Award Term Processes	04
5.0	Award Term Plan Change Procedure	05

ANNEXES

<u>Annex</u>	<u>Title</u>	<u>Page</u>
1	Award Term Organization	06
2	Award Term Allocation by Evaluation Periods	07
3	Evaluation Criteria	08
4	Award Term Conversion Table	08
5	Sequence of Events	09

APPENDICIES

<u>Appendix</u>	<u>Title</u>	<u>Page</u>
A	Grade Definitions	10
B	Evaluation Criteria	12

AWARD TERM PLAN

1.0 INTRODUCTION

a. This award term plan is the basis for the DAC SETA Support for Business Operations and Source Selection Facilitation evaluation of contractor performance and for presenting an assessment of that performance to the Term Determining Official (TDO). Evaluation will begin upon start of the contract with term points earned at the beginning of the second evaluation period. An adjustment to the award term will not result in a contract ordering period of less than two years or greater than ten years from award of the contract. This plan describes the specific criteria and procedures required to assess the contractor's performance and to determine the amount of award term points earned. Actual award term determinations and the methodology for determining the award term are unilateral decisions made by the Government.

b. Any contract term extensions will be issued as unilateral contract modifications based upon points earned as determined by the TDO. The award term earned will be determined by the TDO based upon review of the contractor's performance against the criteria in this plan. The TDO may unilaterally change this plan prior to the beginning of an evaluation period. Changes to this plan during a current evaluation period will be incorporated by mutual consent of both parties

2.0 ORGANIZATION

The award term organization consists of the TDO; an Award Term Review Board (ATRB) which consists of a chairperson responsible for ensuring consensus of the ATRB is achieved, the Contracting Officer, a recorder, other functional area participants, advisors; and Performance Monitors. The TDO, ATRB members, and Performance Monitors are listed in Annex 1.

3.0 RESPONSIBILITIES

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

b. **Award Term Review Board**. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, and determine award term points to be recommended to the TDO. The ATRB may also recommend changes to this plan.

c. **ATRB Recorder**. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO

d. **Contracting Officer**. The CO is the liaison between contractor and Government personnel. The CO approves the contract ordering period when necessary, to reflect the TDO's decision.

e. **Performance Monitors**. Performance monitors maintain written records of the contractor's performance in their assigned evaluation area(s). Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD TERM PROCESSES

a. Available Award Term Points. The earned award term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown in Annex 2. The Contractor must accumulate 100 points to earn a one year term extension; and, an accumulation of negative 100 results in a decrease in the contract ordering period of one year.

b. Evaluation Criteria. The CO will provide the Contractor written notice of changes to the evaluation criteria prior to the start of an evaluation period. Unless changed in writing by the CO, the same criteria from the original or preceding period will be used in the subsequent evaluation period. Any changes to evaluation criteria will be made by revising Annex 3 and notifying the contractor.

c. Interim Evaluation Process. The ATRB Recorder notifies each ATRB member and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 7 calendar days after this notification. The ATRB Chairperson determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. At this time, the ATRB may also recommend any changes to the award term plan for TDO approval. The CO may also issue letters of concern at any time to highlight areas of Government concern.

d. End-of-Period Evaluations. The ATRB Recorder notifies each ATRB member and performance monitor 14 calendar days before the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The contractor will provide the Government a self-assessment within 14 calendar days after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation of earned award term points. The Contractor self-assessment will be provided the TDO as part of the determination package. The

ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall grade and earned award term points for the evaluation period within 45 days calendar days after each evaluation period. The TDO letter informs the contractor of earned award term points and total cumulative points. If the Contractor accumulates sufficient award term points, the CO issues a modification within 15 calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

e. Contractor's Self-Assessment. The contractor's self-evaluation is submitted to the CO within 14 days after the end of the evaluation period. The self-assessment may be used by the ATRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 5 pages.

5.0 AWARD TERM PLAN CHANGE PROCEDURE

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 90 calendar days prior to the beginning of the new evaluation period. The contractor will be notified in writing of any changes to the plan by the CO before the start of the affected evaluation period. Changes to this plan during a current evaluation period will be incorporated by the mutual consent of both parties.

Annexes

1. Award Term Organization
2. Award Term Allocation
3. Evaluation Criteria
4. Award Term Conversion Tables
5. Sequence of Events

Appendices

- A. Grade Definitions
- B. Evaluation Criteria

ANNEX 1

AWARD TERM ORGANIZATION

Members

Term Determining Official: Director of Contracting	DAC
Award Term Review Board Chairperson: Assistant Director for Business Operations	DACR
Award Term Review Board Members:	
* Contracting Officer	DACS
Contracting Officer's Representative (COR)	DACR
Assistant Director for Contract Policy	DACP
* Recorder	DACT
Contracting Staff Member	DACS
Office of General Counsel Staff Member	GC

* These are mandatory members.

PERFORMANCE MONITORS

<u>Area of Evaluation</u>	<u>Performance Monitor(s)</u>
Program Management	DACR and DACP
Cost and Schedule Management	DACR
Quality of Work	DACR and DACP

ANNEX 2

AWARD TERM ALLOCATION BY EVALUATION PERIODS

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. The award term points shown corresponding to each period is the maximum available award term amount that can be earned during that particular period.

Evaluation Period	From	To	Available Award Term
First			
through			
Last period			

NOTE: The award term arrangement will continue using the yearly evaluation period during any additional years awarded up to a maximum of 10 years. If at any time after the completion of the transition period, the ordering period does not extend more than 24 months from the TDO decision the operation of the award term feature will cease and the ordering period will not extend beyond the term set at that time.

+100 award term points = 1 year term extension
-100 award term points = 1 year term reduction

ANNEX 3

EVALUATION CRITERIA

Program Management	40% of Total
Cost and Schedule Management	30% of Total
Quality of Work	30% of Total

ANNEX 4

Award Term Conversion Table

<u>Rating</u>	<u>Award Points</u>	
	<u>One-Year Cycle</u>	<u>Six Month Cycle</u>
Unsatisfactory	-100 to -1	-50 to -0.5
Satisfactory	0 to +35	0 to +17.5
Very Good	+36 to +70	+18 to +35
Excellent	+71 to +100	+35.5 to +50

ANNEX 5

SEQUENCE OF EVENTS - AWARD TERM PROCESS

Interim Evaluation (IE) (6 months into evaluation period)

*14 days prior to IE	Recorder notifies each ATRB member and performance monitor.
*7 days after IE	Performance Monitors submit evaluation reports to ATRB
*14 days after IE	ATR B Chairperson determines interim evaluation results and notifies contractor of strengths and weaknesses
Normally at least *90 days prior to EOP	ATR B may recommend any changes to Award Term Plan to TDO. (Time must be allowed for negotiation with Contractor and possible ADR procedures)

End-of-Period (EOP) (End of 12 month evaluation period)

*14 days prior to EOP	Recorder notifies each ATRB member and performance monitor.
*14 days after EOP	Performance Monitors submit evaluation reports to ATRB. ATRB forwards a copy to Contractor.
*14 days after EOP	Contractor submits self-assessment to CO.
*21 days after EOP	Performance Monitors give oral presentations of evaluations to ATRB. Contractor has opportunity to address Performance Monitor Evaluation Reports.
*30 days after EOP	ATR B briefs evaluation report and recommendation to the TDO. Contractor has opportunity to brief TDO.
*45 days after EOP	TDO informs contractor and CO of the earned award term points.
*15 days after TDO's decision	CO issues a contract modification reflecting the earned award term points.

NOTE: * Refers to CALENDAR Days

APPENDIX A
GRADE DEFINITIONS

**Grading Definition
(Four Grade Process)**

Unsatisfactory Performance: Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective. **Overall unsatisfactory performance shall not earn an award fee.**

Satisfactory Performance: Contractor's performance of most contract tasks is adequate with some tangible benefits to the Government due to contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in other areas.

Very Good Performance: Contractor's performance of most contract tasks is consistently above standard and provides significant tangible and intangible benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). Although some areas may require improvement; these areas are minor and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and contractor takes satisfactory corrective action.

Excellent Performance: Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

APPENDIX B
EVALUATION CRITERIA

EVALUATION CRITERIA

This appendix contains evaluation criteria for the various categories of performance.

<u>Performance Category</u>	<u>Grades</u>	<u>On Page</u>
PROGRAM MANAGEMENT	4	14
COST AND SCHEDULE MANAGEMENT	4	17
QUALITY OF WORK	4	20

PROGRAM MANAGEMENT

UNSATISFACTORY

1. Program planning does not contain a logical flow of activities. No program status and visibility into near term actions provided.
2. No clear lines of authority or effective communication with Government, other agencies, and associate contractors.
3. Contractor defines problems without factual supporting information and rationale.

SATISFACTORY

1. Program planning is comprehensive and contains a logical flow of activities. Program status and visibility into near term actions are provided through schedules and status of contract tasks.
2. Contractor establishes clear lines of authority and provides effective communication with Government, other agencies, and associate contractors. Minimal programmatic or technical impacts experienced because of communication problems.
3. Contractor implements management control systems that provide for identification of problems to the appropriate management level. Contractor clearly defines problems with factual supporting information and rationale.
4. Responsive to Government in supporting programmatic and technical issues. Contractor responds to Government direction in compliance with industry standards and modes of operation. Contractor provides timely, logical response to Government concerns.

VERY GOOD

1. Contractor plays a key role in identifying issues and recommendations for program improvements. Contractor anticipates new requirements and incorporates them well before critical need dates, thereby avoiding unnecessary work. Contractor accommodates changing schedules, program activities, and associate contractors with minimal impact to the overall program. Contractor makes decisions and recommendations that demonstrate a high level of sensitivity to identifying cost-avoidance opportunities that could reduce overall program costs. Contractor demonstrates positive management control over program resources; minimizes conflicts with allocation of corporate resources to other programs.
2. Contractor demonstrates strong leadership through effective internal communications. Inter-organization coordination and planning are exploited to the maximum. Contractor ensures the Government is informed of all upcoming decisions that will potentially impact schedule, technical performance, and/or cost. Early coordination with Government management to keep the Government informed of problem developments, schedule changes, and required decision points.
3. Contractor demonstrates initiative and foresight in planning for potential problems, analyzing program impact, resolving program problems and instituting prompt corrective actions. Contractor's positive management control over problem areas results in early problem resolution and minimal program impacts. Proposed solutions require little revision or Government intervention and consider life cycle costs. Contractor anticipates most associate contractor's potential problem areas and provides alternative resolutions that clearly consider and identify impact to schedule and cost to all parties.
4. Contractor continuously reviews labor resource allocations in order to minimize labor usage, while maintaining adequate staffing levels to maintain schedule, an acceptable quality of work, and maximum productivity. Contractor provides visibility to Government of resource concerns and solutions.
5. Contractor maintains a complete and comprehensive discrepancy tracking system and provides easy access to the Government. Contractor maintains vigorous, formal control over discrepancies, reporting, technical evaluation, and closure disposition.

EXCELLENT

1. Management demonstrates the highest degree of foresight into program planning, depth of analysis, accomplishment of tasks, advance identification of problems and problem resolution, integrating total program concept and a comprehensive management approach. Critical milestones are planned as early as possible to provide for maximum program contingency time. Many milestones are met early, to the benefit of the program, with no adverse effect on performance, schedule, cost, or risk. Contractor demonstrates a concern for the correct understanding of contract tasking and cost growth avoidance, and is responsive to the changing nature and levels of work
2. Contractor develops an effective, efficient contractor team that reflects strong, open lines of communication. Improvements to the planned program result from high quality communication with Government and other external focal points with no program impacts attributed to poor communication. Contractor maintains complete and effective coordination and liaison with Government counterparts and other contractors. Contractor independently supports program activities in a consistent and cooperative mode.
3. Contractor demonstrates initiative in planning, analyzing, and assessing the total impact of potential problems. Contractor identifies high-risk/problem areas early, plans alternative/parallel courses of action, and keeps the Government well informed of developments. Costs are minimized by problem solutions.
4. Contractor demonstrates to the Government how net reduction in labor loading and overtime will be effected and how these reductions will produce cost and schedule savings to the program without degrading performance. Contractor's team consists of highly qualified and motivated personnel, with an emphasis on productivity. Contractor minimizes changes of key individuals.
5. Contractor demonstrates initiative in support of the Government by taking a leadership role in identifying issues and providing significant, timely recommendations and actions for program improvements.

COST AND SCHEDULE MANAGEMENT

UNSATISFACTORY

1. Cost and schedule reports are unclear and not easily reconcilable to a common data base.
2. Funds requirements data are not received timely.
3. Cost and schedule variances are not identified early.
4. Contractor does not ensure all proposal data is adequate for technical review and cost analysis.
5. Contractor does not meet schedule identified in the contract.

SATISFACTORY

1. All cost and schedule reports are clear and reconcile to a common data base.
2. Funds requirements data are projected accurately and clearly and are received timely.
3. Cost and schedule variances are identified early and plans for recovery are revised, reported, and implemented.
4. Contractor ensures all proposal data is adequate for technical review and cost analysis.
5. Changes are suggested timely to achieve maximum cost savings when implemented.
6. Schedule milestone tracking and projections are accurate with only minor impacts occurring.
7. Contractor meets schedule identified in the contract.

VERY GOOD

1. Funds requirements reflect constant scrutiny to ensure accuracy.
2. Cost savings are considered and reported in change proposals.

3. Contractor prepares and develops graphic program cost and schedule data that provides clear Government visibility into current and forecast program costs and schedules. Variances recovered without serious impact to technical or schedule goals when recovery plans are implemented. Schedule variances are well explained and recovered with minor impact to overall program goals.
4. Contractor performs necessary contingency planning and keeps close and timely communication with the Government on cost and schedule issues.
5. Baseline integrity is consistently maintained, and all changes are fully documented. Narratives explaining data variances (cost/schedule at completion) are current, explicit, and relevant to the variances observed. They are fully accurate and a consistent indication of the program development. Narratives address anticipated future program impacts and fully describe both current and future programmatic and cost impacts of the current cost/schedule performance.
6. Schedule milestone tracking and projections are very accurate and reflect true program status.
7. Plans, develops and executes viable procedures that incorporate the flexibility necessary to be responsive to changing priorities and schedules without adversely effecting overall system cost and completion schedule. Contractor executes innovative resource management and planning to minimize the adverse impact on the program of any scheduled slip.
8. Contractor is ahead of schedule with no adverse effect on cost or performance.

EXCELLENT

1. Contractor consistently submits high quality cost and schedule forecasts. Contractor prepares and develops comprehensive, clear schedule data that provides excellent correlation with cost performance reports and permits early identification of problem areas.
2. Funds requirements data and projections reported are extremely accurate and received ahead of schedule.
3. Change proposals stand alone and require no iteration for Government understanding.
4. Cost variances are fully explained and recovered without impact to overall program goals.

5. Contractor consistently anticipates possible sources of cost growth and seeks ways to avoid potential cost problems. Contractor proposes innovative and thoroughly cost-effective approaches to problems with which the Government agrees.
6. Cost management system automatically identifies problem areas and implements solutions to maintain cost and staff growth levels below the negotiated levels. No support or redirection required by the Government to control cost growth.
7. Contractor plans, develops and executes procedures that allow completion of major milestones ahead of schedule with no adverse impact on coordination, performance or cost and which cause the accrual of benefits to the program.
8. Schedule milestone tracking and projections are extremely accurate and prevent program impact.

QUALITY OF WORK

UNSATISFACTORY

1. Contractor leaves questionable situations for Government to resolve.
2. Contractor tends to follow past practices with no variation to meet requirements of the current contract.
3. Contractor maintains indifferent liaison with subcontractor, vendors, and Government.
4. Constant surveillance required to keep job from slipping.

SATISFACTORY

1. Contractor follows guidance.
2. Contractor adapts to suit job on hand for routine work.
3. Contractor maintains satisfactory liaison, but dependent on Government to force resolution of problems without constructive recommendations to subcontractors or vendors.
4. Occasional surveillance required to stay on schedule and expects Government resolution of most problems.

VERY GOOD

1. Contractor provides work complete with notes and thorough explanations for anticipated questionable areas.
2. Contractor displays knowledge of contract requirements that consider all aspects, cost, capabilities, and procurement problems.
3. Contractor maintains independent contact with subcontractors and vendors, keeping them informed with little Government assistance.
4. Complete and accurate job. Free of incompatibilities with little or no Government direction.

EXCELLENT

1. Contractor's work of highest caliber in all related activities.

2. Contractor displays exceptional knowledge of contract requirements and adaptability to work process incorporating knowledge of future planning.
3. Contractor maintains expert contact with subcontractors and vendors, obtains information from subcontractors and vendors without Government assistance.
4. Contractor develops complete and accurate plans, seeks out problem areas and resolves them to remain ahead of schedule.

ATTACHMENT

4

ATTACHMENT

5

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

Block 6: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with that work described in Blocks 1-5.

NOTE: One OCI Analysis/Disclosure Form shall be submitted for EACH BMD or BMD-related contract or subcontract currently being performed.

Block 7: Provide a brief, but specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

Block 9: Place an "X" in the appropriate () for your responses.

Block 10: If you answer yes either to 9(a) or to 9(b), provide a summary of the actual or potential OCI.

Blocks 11, 12, and 13: Provide the name of your company official with responsibility for and/or authority to discuss and commit the company on matters relating to OCI issues. That official should then sign and date each form.

ATTACHMENT

6

CONTRACT # HQ0006-07-D-0002

Attachment 6 - Labor Category Descriptions and Fully-Burdened Labor Rates

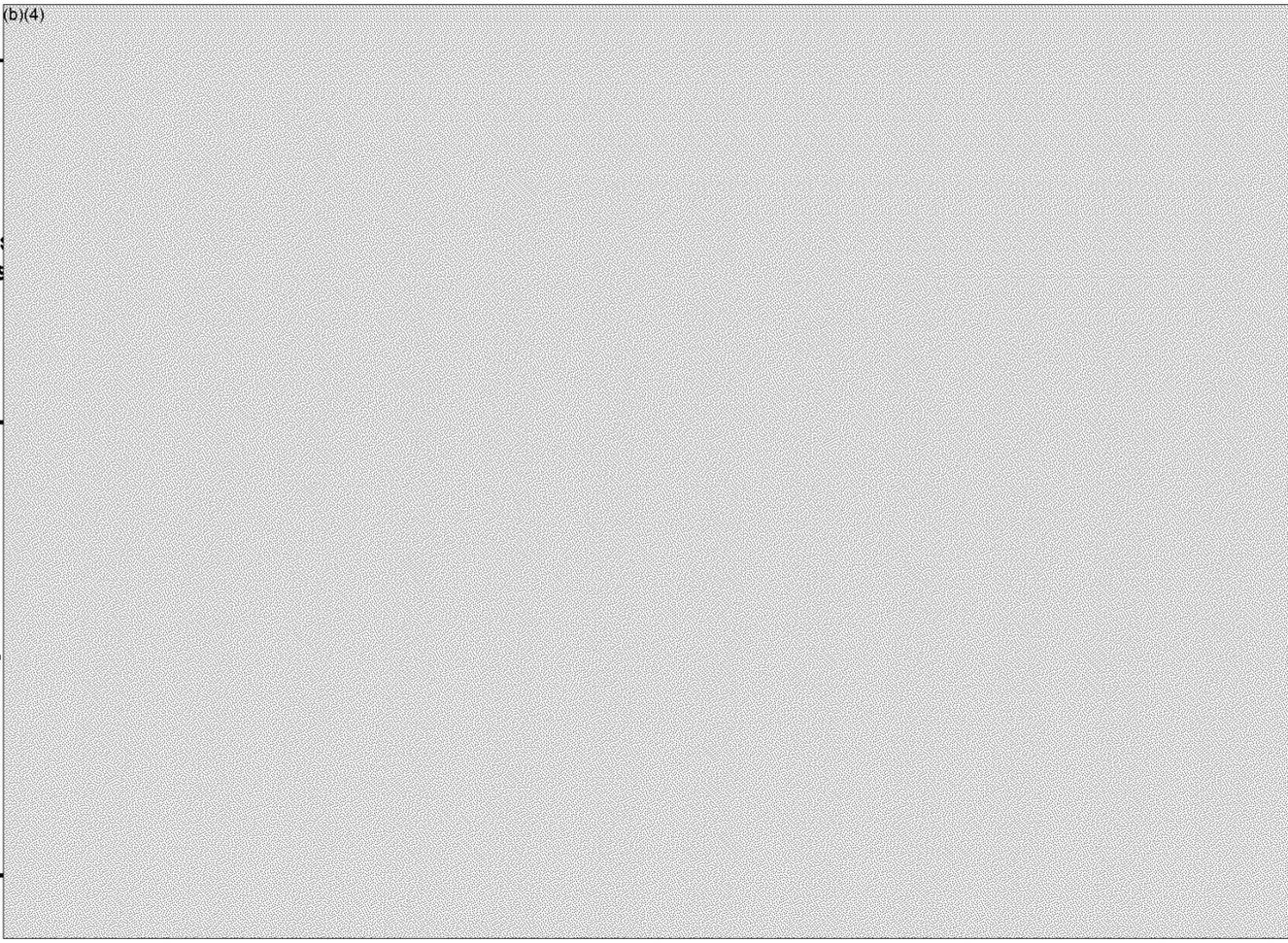
Date: 01 March 2007

	(b)(4)
I Program Management and/or Principal Acquisition Consultant	
II Acquisition Consultant II	
III Acquisition Consultant I or Principal DACP Acquisition Analyst	
IV Senior Analyst or DACP Analyst II	
V Analyst II or DACP Analyst	

(b)(4)

VI
Analyst I or DACR Analyst
II/Sr. Close-out Specialist

VII
Associate Analyst or
DACR/DACP Technical
Specialist



CONTRACT # HQ0006-07-D-0002
Attachment 6 - Labor Category Descriptions and Fully-Burdened Labor Rates
Date: 01 March 2007

(b)(4)

Program Manager
Principal Acquisition Consultant
Acquisition Consultant II
Acquisition Consultant I
Senior Analyst
Analyst II
Analyst I
Associate Analyst
Principal DAC Acquisition Analyst
DACP Analyst II
DACP Analyst I
DAC Technical Specialist
DACR Analyst II
DACR Analyst I
Client Site

Program Manager
Principal Acquisition Consultant
Acquisition Consultant II
Acquisition Consultant I
Senior Analyst
Analyst II
Analyst I
Associate Analyst
Principal DAC Acquisition Analyst
DACP Analyst II
DACP Analyst I
DAC Technical Specialist
DACR Analyst II
DACR Analyst I
Sr Contract Closeout Specialist - Client Site

Program Manager
Principal Acquisition Consultant
Acquisition Consultant II
Acquisition Consultant I
Senior Analyst
Analyst II
Analyst I
Associate Analyst
Principal DAC Acquisition Analyst
DACP Analyst II
DACP Analyst I
DAC Technical Specialist
DACR Analyst II
DACR Analyst I
Sr Contract Closeout Specialist - Client Site

Program Manager
Principal Acquisition Consultant
Acquisition Consultant II
Acquisition Consultant I
Senior Analyst
Analyst II
Analyst I
Associate Analyst
Principal DAC Acquisition Analyst
DACP Analyst II
DACP Analyst I
DAC Technical Specialist
DACR Analyst II
DACR Analyst I
Sr Contract Closeout Specialist - Client Site

ATTACHMENT

7

**Government Furnished Property List
 Summary Spreadsheet**

L/I	Description	Make	Model No.	Qty	Price	Total
1	Desktop	Dell	GX270	8	\$2,468.00	\$19,744.00
2	Laptop	IBM	R50	40	\$2,001.00	\$80,040.00
3	Desktop Keyboard			8	\$0.00	\$0.00
4	Desktop Mouse			8	\$0.00	\$0.00
5	Desktop Speakers			8	\$0.00	\$0.00
6	Desktop Drive Bay			8	\$0.00	\$0.00
7	Laptop Carry Bag			40	\$54.88	\$2,195.20
8	Laptop CDRW Slim Bay			40	\$0.00	\$0.00
9	Power Supply Unit			40	\$0.00	\$0.00
10	3 Year Warranty			40	\$230.00	\$9,200.00
11	A/B Switch			40	\$13.00	\$520.00
12	Mcafee Antivirus			54	\$0.00	\$0.00
13	Ghost 8.0			54	\$0.00	\$0.00
14	SYM Ghos			1	\$0.00	\$0.00
15	Project Pro			54	\$0.00	\$0.00
16	MLF Project Pro			1	\$0.00	\$0.00
17	Adobe Acrobat Pro			54	\$0.00	\$0.00
18	Adobe Acrobat CD			1	\$0.00	\$0.00
19	Win 2000 Server			56	\$0.00	\$0.00
20	Server CD			1	\$0.00	\$0.00
21	Win Server CAL			108	\$0.00	\$0.00
22	External DVD-CD/RW	Plextor	PX708UF	40	\$362.88	\$14,515.20
23	40 GB Classified Hard Drive	Western Digital	WD400	8	\$0.00	\$0.00
24	40 GB Classified Hard Drive	IBM	62P4554	40	\$344.88	\$13,795.20
25	Hard Drive Access: Slim Bay			80	\$51.04	\$4,083.20
26	Hard Drive Access: XP Pro			40	\$249.00	\$9,960.00
27	40 GB Unclassified Hard Drive	Western Digital	WD400	8	\$0.00	\$0.00
28	40 GB Unclassified Hard Drive	IBM	62P4554	40	\$344.88	\$13,795.20
29	17" Flat Panel Monitor	Dell	1703FPt	10	\$517.00	\$5,170.00
30	23" CRT Panel Monitor	View Sonic	G220fb	4	\$447.00	\$1,788.00
31	All-in-one Printer	HP	Officejet 7130	9	\$490.00	\$4,410.00
32	Laserjet Printer	HP	5500N	1	\$3,649.00	\$3,649.00
33	LAN Equip: Server	HP	DL 580	2	\$4,328.00	\$8,656.00
34	LAN Equip: DLT Tape Drive		30-80008-27	2	\$3,815.00	\$7,630.00
35	LAN Equip: Switch Chassie	CISCO	WSC4503	2	\$9,620.00	\$19,240.00
36	LAN Equip: Sup. Mod.	CISCO	WSX4013	2	\$0.00	\$0.00
37	LAN Equip: 48 Port Mod	CISCO	WSC4548	4	\$0.00	\$0.00
38	LAN Equip: Pow. Supply	CISCO	PWR-C45-1300 AC	2	\$0.00	\$0.00
39	LAN Equip: Pow. Supply	CISCO	PWR-C45-1000AC	2	\$0.00	\$0.00
40	LAN Equip: UPS	APC	SU1400RMXL3U	2	\$658.00	\$1,316.00
41	USB Cables			10	\$0.00	\$0.00
42	10' Patch Cable (Pink)			96	\$0.00	\$0.00
43	10' Patch Cable (Green)			96	\$0.00	\$0.00
44	7' Patch Cable (Pink)			96	\$0.00	\$0.00
45	7' Patch Cable (Green)			96	\$0.00	\$0.00
46	5' Patch Cable (Black)			40	\$0.00	\$0.00