

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING PAGE OF PAGES
1 39

2. CONTRACT (Proc. Inst. Ident.) NO. **HQ0006-97-C-0001** 3. EFFECTIVE DATE **October 18, 1996** 4. SOLTATION/PURCHASE REQUEST/PROJECT NO. **5015/PO16**

5. ISSUED BY **Ballistic Missile Defense Organization
1725 Jefferson Davis Highway, BMDO/DCT
Suite 809
Arlington, VA 22202
ATTN: Stephen M. Moss (703) 604-4307** CODE **HQ0006** 6. ADMINISTERED BY (if other than Item 5) **DCMC Baltimore
ATTN: Chesapeake
200 Towsontown Blvd., West
Towson, MD 21204-5299** CODE **S2404A**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) **Cost Management Systems, Inc.
301 Maple Ave, West Tower Building
Vienna, VA 22180** 8. DELIVERY FOB ORIGIN OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM
See Section G-5

CODE FACILITY CODE

11. SHIP TO/MARK FOR **See Section E-2** CODE 12. PAYMENT WILL BE MADE BY **DFAS-Columbus Center
DFAS-CO/Chesapeake Div., P.O. ox 182264
Columbus, OH 43218-2264** CODE **SC1030**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C 2304() 41 U.S.C. 253(c)() 14. ACCOUNTING AND APPROPRIATION DATA
See Section G-9

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	AIS Technical Support	1	LOT	N/A	\$3,413,473
0002	Data and Reports	1	LOT	N/A	NSP

15G. TOTAL AMOUNT OF CONTRACT **\$3,413,473**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) **Thomas A. Anderson
Director of Contracts and Pricing** 20A. NAME OF CONTRACTING OFFICER
**STEPHEN M. MOSS
Contracting Officer**

19B. NAME OF CONTRACTOR BY **Thomas A. Anderson** 19C. DATE SIGNED **10-18-96** 20B. UNITED STATES OF AMERICA BY **Stephen M. Moss** 20C. DATE SIGNED **OCT 21 1996**
(Signature of person authorized to sign) (Signature of Contracting Officer)

000001

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS



B-1 LINE ITEM DESCRIPTION

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:

a. BASE PERIOD

**CONTRACT
LINE ITEM
NO. (CLIN) SUPPLIES/SERVICES QTY UNIT AMOUNT**

0001 Automated Information System 1 LOT
(AIS) Support Services in
accordance with Section C-1
and the Statement of Work
(SOW) (Attachment 1).

Estimated Cost: \$ 
Fixed Fee: \$ 
Estimated Cost-Plus-Fixed-Fee: \$3,413,473

0002 Data and reports for CLIN 1 LOT Not
0001 in accordance with the Separately
Contract Data Requirements Priced
Lists, DD Form 1423-1
(Exhibit A).

b. **OPTION 1**

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with Special Contract Requirement H-7, "FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT."

CONTRACT

LINE ITEM

NO. (CLIN) SUPPLIES/SERVICES

QTY UNIT

AMOUNT

0101 Automated Information System (AIS) Support Services in accordance with Section C-1 and the SOW (Attachment 1). 1 LOT

Estimated Cost:

Fixed Fee:

Estimated Cost-Plus-Fixed-Fee:

\$

\$

\$1,786,137

0102 Data and reports for CLIN 0101 in accordance with the Contract Data Requirements Lists, DD Form 1423-1 (Exhibit A). 1 LOT Not Separately Priced

c. OPTION 2

The Government may exercise the option for the effort set forth below by the Contracting Officer's issuance of a modification exercising such right in accordance with Special Contract Requirement H-7, "FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT."

CONTRACT
LINE ITEM

NO. (CLIN) SUPPLIES/SERVICES QTY UNIT AMOUNT

0201 Automated Information System 1 LOT
(AIS) Support Services in
accordance with Section C-1
and the SOW (Attachment 1).

Estimated Cost: \$ [REDACTED]
Fixed Fee: \$ [REDACTED]
Estimated Cost-Plus-Fixed-Fee: \$1,814,258

0202 Data and reports for CLIN 1 LOT Not
0201 in accordance with the Separately
Contract Data Requirements Priced
Lists, DD Form 1423-1
(Exhibit A).

B-2 ESTIMATED COST AND FIXED FEE

The total estimated cost and fixed fee of this contract, including all options that have been exercised by the Government, are:

(b)(4) Estimated Cost: \$ [REDACTED]
Fixed Fee: \$ [REDACTED]
Estimated Cost-Plus-Fixed-Fee: \$ 7,013,868

B-3 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee, completion-type contract with a two-year base period and two (2) one-year options as specified in paragraph B-1.

B-4 PAYMENT OF FIXED FEE (COMPLETION CLINs)

The Government will make payments to the Contractor when requested as work progresses, in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall invoice the fee separately and submit such invoices to the BMDO COTR for verification of the percentage of work performed for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of work performed for that CLIN (as verified by the BMDO COTR) at the end of the billing period.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF WORK

CLINs 0001 and 0002, and Option CLINs 0101, 0102, 0201 and 0202 - The Contractor shall perform the work specified in the SOW, and other Attachments and Exhibits in Section J of this contract. The Contractor shall provide any material, equipment, and facilities incidental to performance.

C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached CDRIs, DD Form 1423-1.

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

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

CONTRACT NUMBER

NAME OF CONTRACTOR

CONTRACT EXPIRATION DATE
AND TOTAL DOLLAR VALUE

CONTRACTOR'S PROJECT
DIRECTOR AND PHONE NUMBER

SHORT TITLE OF CONTRACT WORK

GOVERNMENT SPONSOR

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

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

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

C-3 SECURITY OF BMDO SPACES AND INFORMATION SYSTEMS

To maintain the security of the BMDO spaces and information systems, the Contractor shall notify the COTR whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks. Upon notification, the COTR will ensure that the Technical Area Security Officer (TASO)/Office Security Manager (OSM) take timely action to: (1) remove the employee from the current Visit Authorization Request/Letter; (2) cancel the BMDO badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and, (3) terminate the BMDO LAN account/access privileges. The Contractor shall identify the reason for and date of termination or expected period of suspension, and submit the notification to the COTR within five working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

SECTION D - PACKAGING AND MARKING

D-1 PACKAGING AND MARKING OF TECHNICAL DATA

CLINs 0001 and 0002, and Option CLINs 0101, 0102, 0201 and 0202 - The data to be delivered hereunder shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to ensure safe delivery at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLAUSES INCORPORATED BY REFERENCE

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984

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

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

E-2 INSPECTION AND ACCEPTANCE

Final acceptance of CLINs 0001, 0002, 0101, 0102, 0201 and 0202 will be based on submittal and approval of the invoice marked "Final Invoice". Final inspection and acceptance of the work called for herein shall be by the COTR at:

Office of the Secretary of Defense
Ballistic Missile Defense Organization
1725 Jefferson Davis Highway, BMDO/POI
Crystal Square 2, Room 12072
Arlington, VA 22202

SECTION F - DELIVERIES OR PERFORMANCE

F-1 CLAUSE INCORPORATED BY REFERENCE

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
	Alternate I	APR 1984

F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

a. CLINs 0001 and 0002 - The Contractor shall accomplish the work required as set forth in the SOW during the twenty-four month period after the effective date of the contract. The technical and administrative/financial data to be furnished hereunder shall be delivered in accordance with Exhibit A, CDRL, DD Form 1423.

b. Option CLINs 0101 and 0102 - The Contractor shall perform the work required as set forth in the SOW during the twelve-month period commencing from the effective date of Option 1. The technical and administrative/financial data to be furnished hereunder shall be delivered in accordance with Exhibit A, CDRL, DD Form 1423.

d. Option CLINs 0201 and 0202 - The Contractor shall accomplish the work required as set forth in the SOW during the twelve-month period commencing from the effective date of Option 2. The technical and administrative/financial data to be furnished hereunder shall be delivered in accordance with Exhibit A, CDRL, DD Form 1423.

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or the designated Administrative Contracting Officer.

G-2 IDENTIFICATION OF CORRESPONDENCE

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

G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's TIN is 54-1383490. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

G-4 PATENT INFORMATION

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

Office of the Secretary of Defense
Ballistic Missile Defense Organization
7100 Defense Pentagon, BMDO/DGC
Washington, D.C. 20301-7100

G-5 SUBMISSION OF VOUCHERS

a. The Contractor's vouchers for costs incurred shall be submitted in quadruplicate to the cognizant Defense Contract Audit Agency office for review and provisional approval. One copy of each voucher shall be provided to the Contracting Officer.

b. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

G-6 REMITTANCE ADDRESS

Payment of invoices furnished by the Contractor shall be sent to the following address:

Cost Management Systems c/o
Patriot National Bank
Attn. GCA Department
2071 Chain Bridge Road, 6th Floor
Vienna, VA 22182

The following information is provided pursuant to FAR 52.232-28, "Electronic Funds Transfer Payment Methods," (if applicable):

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

This contract may be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by provisions H-1 and G-5. The Defense Finance and Accounting Service shall make payments from those Accounting Classification Reporting Numbers (ACRN) assigned to each CLIN.

G-8 ALLOTMENT OF FUNDS


Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to

this contract (which covers all items, including fee payable),
through the estimated funds exhaustion date is as follows:

CLINs 0001 and 0002	\$400,000
Estimated funds exhaustion date	January 15, 1997

G-9 ACCOUNTING AND APPROPRIATION DATA

CLIN 0001

ACRN: AA
ACCT CLASS: 
AMOUNT: \$400,000 (INCREASE)
TOTAL ACRN: \$400,000

(b)(2)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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H-1 SEGREGATION OF COSTS

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

H-2 TRAVEL AND TRAVEL COSTS

All travel must be approved in advance in writing by the Contracting Officer's Technical Representative using BMDO Form 110 (APR 94).

H-3 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA (13 APR 92)

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, and Budgeting System (PPBS) data. However, the BMDO is authorized to release Ballistic Missile Defense (BMD)-related PPBS data to the Contractor only after:

(1) The BMDO obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

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

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

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

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

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

The Contracting Officer shall be notified immediately in writing in the event of any changes in b.(1) and (2) above throughout the lifetime of this contract. With regard to competing on future BMDO procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. BMD-related PPBS data is defined as: Current or future PPBS data regarding any activity relating to the BMD Program or any of its projects regardless of the funding source or date of the document. 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. Programming data reflect the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the BMD Program or any of its related projects.

d. The following list of documents (which is exemplary but not all inclusive) obtained from Department of Defense (DoD) Directive 7045.14 are considered PPBS documents:

(1) **PLANNING**

Defense Planning Guidance

(2) **PROGRAMMING**

- (a) Fiscal Guidance (when separate from Defense Planning Guidance)
- (b) Program Objective Memoranda (POM)
- (c) POM Defense Program (formerly FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Review Proposals
- (e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
- (f) Proposed Military Department Program Reductions (or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) **BUDGETING**

- (a) Defense Program (formerly 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) Classified P-1, R-1, & C-1 Program Annexes
- (c) Program Budget Decisions/Defense Management Review Decisions
- (d) Reports Generated by the Automated Budget Review System (BRS)
- (e) DD Form 1414 Base for Reprogramming
- (f) DD Form 1416 Report of Programs
- (g) Contract Award Reports
- (h) Congressional Data Sheets
- (i) Congressional Descriptive Summary

e. If a document(s) required by an OSD/BMDO PPBS approved Contractor contains:

(1) Only BMD-related PPBS information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor ONLY may be granted access to BMD-related PPBS data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter including persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of BMDO (PPBS Non-disclosure Agreements [SDIO Form 99] Attachment 5) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause.

(2) Ensure BMD-related PPBS data entrusted to them ONLY will be used in accordance with applicable DoD and BMDO governing regulations, for the purpose for which it was provided, and within the scope of the SOW.

(3) Not divulge BMD-related PPBS 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 BMDO authorization. Verification of Contractor personnel authorized access to BMD-related PPBS data can be obtained from the Contracting Officer. 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 BMD-related PPBS data. Inquiries by unauthorized persons should be referred to the COTR or the Contracting Officer.

(4) Not transport (by any medium), maintain, or process BMD-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with the company's facility plan approved by the BMDO. (Verification of BMDO PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBS data.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to BMD-related PPBS data.

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to BMD-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

i. Contractor personnel who have been granted access to BMD-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing BMD-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification.

After approval by the Contracting Officer, the request must be endorsed by the appropriate BMDO office before bringing the equipment into the facility:

(1) Information Systems Directorate - all Automatic Data Processing equipment.

(2). Management Operations Directorate - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

j. Processing BMD-related PPBS data at the Contractor's facility shall be performed only when absolutely essential and processing in Government work spaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBS data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in BMDO Directive 7045 "Contractor Access to Planning, Programming, and Budgeting System (PPBS) Data." The plan shall be approved in writing by the Contracting Officer prior to removal of any BMD-related PPBS 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 BMD-related PPBS 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 access to BMD-related PPBS data to transport, process, or maintain such data at a Government or a BMDO PPBS-approved Contractor facility. (Verification of BMDO-approved Contractor facilities and authorized personnel can be obtained from the Contracting Officer.)

k. If the Contractor is not required to process BMD-related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and BMD-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

1. The Contractor shall be responsible for ensuring that persons in their employment who have been granted access to BMD-related PPBS data understand the consequences of divulging such data. Revealing BMD-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

m. 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 non-compliance 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. Non-compliance with the provisions of this clause also may adversely affect the evaluation of a Contractor's reliability in future acquisitions.

H-4 PUBLIC RELEASE OF INFORMATION

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 Operating Manual" (DoD 5220.22-M).

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

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The BMDO Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

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

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

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

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

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

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

j. Outlines or rough drafts will not be cleared.

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

H-5 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary 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-6 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

(1) the Contractor's objectivity and judgement 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) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW) to be used in competitive acquisitions,

the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

(2). Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose 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 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 Federal Acquisition Regulation (FAR) Part 9.505-4, Obtaining Access to Proprietary Information, 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.

