

**AWARD/CONTRACT**

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

NG

PAGE 1 OF 35 PAGES

2. CONTRACT (Proc. Inst. Ident.) NO.

HQ0006-97-C-0018

3. EFFECTIVE DATE

97OCT01

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5053/P023

5. ISSUED BY

Department of Defense  
Ballistic Missile Defense Organization  
1725 Jefferson Davis Highway, Suite 809  
Arlington, VA 22202

CODE HQ0006

6. ADMINISTERED BY (If other than Item 5)

DCMC Baltimore  
ATTN: Chesapeake  
200 Towsontown Blvd., West  
Towson, MD 21204-5299

CODE S2402A

7. NAME AND ADDRESS OF CONTRACTOR (No street, county, state and ZIP Code)

U.S. Small Business Administration

Washington District Office

1110 VERMONT AVE, NW, 9th fl.

P.O. Box 34500

Washington, D.C. 20043-4500

Subcontractor:

Signal Corporation

3040 Williams Drive, Suite 200

Fairfax, VA 22031

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

None

10. SUBMIT INVOICES

(4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM

See Section G

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

See Block 5

15 USC 637(a)

12. PAYMENT WILL BE MADE BY

DFAS-Columbus Center  
DFAS-CO/Chesapeake Division  
P.O. Box 182264; Columbus, Ohio 43218-2264

CODE

SC1030

13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)( )  41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

See Section G

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
0001	Operation and Maintenance of Management Informanion Center, Teleconferencing Network, and Audio Visual Equipment	1	LOT		\$794,200
0002	Training, Travel, and Maintenance Support	1	LOT		\$ 75,000
0003	Data	1	LOT		NSP
0004	Installation of Telephone Lines	1	LOT		\$ 3,000

15G. TOTAL AMOUNT OF CONTRACT

\$ 872,200

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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 \_\_\_\_\_ 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)

SEE TRIPARTITE AGREEMENT, PAGE 2

20A. NAME OF CONTRACTING OFFICER

SEE TRIPARTITE AGREEMENT, PAGE 2

19B. NAME OF CONTRACTOR

(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY \_\_\_\_\_ (Signature of Contracting Officer)

TRIPARTITE AGREEMENT  
(IAW 10 U.S.C. 2304(c) (5))

Prime Contract No. HQ0006-97-C-0018

SBA Subcontract No. 0353-97-701394

Subcontractor:

Signal Corporation  
3040 Williams Drive, Suite 200  
Fairfax, VA 22031

By: Robert B. Smith

Name and Title: Robert B. Smith VP of Contracts Date: 9/10/97

Small Business Administration

Small Business Administration  
Washington District Office  
P. O. Box 34500  
Washington, DC 20043-4500

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_ Date: SEP 13 1997

Procuring Agency:

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
1725 Jefferson Davis Highway, Suite 809 BMDO/DCTT  
Washington, DC 20301-7100

By: Michele Reichelt

Name and Title: MICHELE REICHELT Date: 105097

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

<u>CONTRACT</u> <u>LINE ITEM</u> <u>NO.</u> <u>(CLIN)</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0001	Operation and Maintenance of Management Information Center (MIC), Teleconferencing Network, and Audio/Visual Equipment in accordance with Section C and paragraph 3 of the SOW, Attachment 1.  Estimated Cost: Fixed Fee: Estimated Cost-Plus-Fixed-Fee:	1	LOT	\$749,300 \$ 44,900 <hr/> \$794,200
0002	Training, Travel, and Maintenance support in accordance with Section C and Paragraph 4 of the SOW, Attachment 1.  Estimated Cost:	1	LOT	\$75,000*
0003	The Contractor shall provide data in accordance with Section C-2, Reports and other Deliverables			Not Separately Priced (NSP)
0004	Installation of telephone lines in support of the electronic scheduling system, Section C and paragraph 3.3 of the SOW, and in accordance with the precontract cost agreement, paragraph H-12.  Estimated Cost:	1	LOT	\$3,000

\* This amount is provided as a Government estimate only. The actual requirement during the contract may be more or less depending upon the need of the Government.



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 Provision H-9.

<u>CLIN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0101	Operation and Maintenance of Management Information Center (MIC), Teleconferencing Network, and Audio/Visual Equipment in accordance with Section C and paragraph 3 of the SOW, Attachment 1.	1	LOT	
	Estimated Cost:			\$773,207
	Fixed Fee:			\$ 46,332
	Estimated Cost-Plus-Fixed-Fee:			<u>\$819,539</u>
0102	Training, Travel, and Maintenance support in accordance with Section C and paragraph 4 of the SOW, Attachment 1.	1	LOT	
	Estimated Cost:			\$75,000*
0103	The Contractor shall provide data in accordance with Section C-2, Reports and other Deliverables.			Not Separately Priced (NSP)

\* This amount is provided as a Government estimate only. The actual requirement during the contract may be more or less depending upon the need of the Government.

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 Provision H-9.

<u>CLIN</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
0201	Operation and Maintenance of Management Information Center (MIC), Teleconferencing Network, and Audio/Visual Equipment in accordance with Section C and paragraph 3 of the SOW, Attachment 1.	1	LOT	
	Estimated Cost:			\$805,005
	Fixed Fee:			\$ 48,238
	Estimated Cost-Plus-Fixed-Fee:			\$853,243
0202	Training, Travel, and Maintenance support in accordance with Section C and paragraph 4 of the SOW, Attachment 1.	1	LOT	
	Estimated Cost:			\$75,000*
0203	The Contractor shall provide data in accordance with Section C-2 Reports and other Deliverables.	1	LOT	Not Separately Priced (NSP)

\* This amount is provided as a Government estimate only. The actual requirement during the contract may be more or less depending upon the need of the Government.

**B-2 ESTIMATED COST AND FIXED FEE**

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

Estimated Cost:	\$2,555,512
Fixed Fee:	\$ 139,470
Estimated Cost-Plus-Fixed-Fee:	\$2,694,982

**B-3 CONTRACT TYPE**

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

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1 SCOPE OF WORK

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

C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Exhibit A, Contract Data Requirements Lists, 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 VALUECONTRACTOR'S PROJECT  
DIRECTOR AND PHONE NUMBER

SHORT TITLE OF CONTRACT WORK

GOVERNMENT SPONSOR

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

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

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

SECTION D - PACKAGING AND MARKING

D-1 PACKAGING AND MARKING OF TECHNICAL DATA

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.



**SECTION E - INSPECTION AND ACCEPTANCE**

**E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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. :

**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 FAR SUPPLEMENT (48 CFR CHAPTER 1)**  
**CLAUSES**

<u>REFERENCE</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC 1991

**E-2 INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of the work called for herein shall be by the COR at:

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
1725 Jefferson Davis Highway, Suite 809, BMDO/POI  
Arlington, Virginia 22202

SECTION F - DELIVERIES OR PERFORMANCE

F-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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. :

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

- a. CLINS 0001, 0002, and 0003 - The contractor shall accomplish the work as set forth in the SOW during the twelve month period after the effective date of the contract. The technical, administrative/financial data to be furnished hereunder shall be delivered in accordance with Exhibit A, CDRL, DD Form 1423.
- b. CLINS 0101, 0102, and 0103 - The contractor shall accomplish the work as set forth in the SOW during the twelve month period after the effective date of Option 1. The technical, administrative/financial data to be furnished hereunder shall be delivered in accordance with Exhibit A, CDRL, DD Form 1423.
- c. CLINS 0201, 0202, and 0203 - The contractor shall accomplish the work as set forth in the SOW during the twelve month period after the effective date of Option 2. The technical, 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 (SF 26). No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

**G-2 IDENTIFICATION OF CORRESPONDENCE**

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

**G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)**

The Contractor's taxpayer identification number is 54-1400723. 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/DSB  
Washington, DC 20301-7100

**G-5 SUBMISSION OF VOUCHERS**

a. 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 Contractor Officer's Representative (COR) 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 (as verified by the BMDO COR) at the end of the billing period.

b. The Contractor's vouchers for costs incurred shall be segregated by CLIN and submitted in quadruplicate to the cognizant DCAA office for review and provisional approval.



c. 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:

SIGNAL Corporation  
P.O. Box 631070  
Baltimore, MD 21263-1070

The following information is provided, if applicable, pursuant to FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, in Section I:

Nations Bank, NA  
8300 Greensboro Drive

(b)(4)

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

This contract may be funded by multiple accounting classifications. The Contractor shall submit vouchers as required by provision G-5. The Defense Finance and Accounting Service shall make payments from those Accounting Classification Reference Numbers (ACRNs) 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), and the estimated period of performance said funds cover, is as follows:


CLIN 0001	\$187,000
Estimated funds exhaustion date	December 15, 1997



**G-9 ACCOUNTING AND APPROPRIATION DATA**

As required by DFARS 204.7104, informational subline items (SUBCLINS) are used to identify each accounting classification citation assigned to a CLIN:

ACRN:	AA
ACCT CLASS:	9770400.2520 0801 P7872 2545 012123 DGAC75053
AMOUNT:	\$187,000 (INCREASE)
TOTAL ACRN:	\$187,000



SECTION H - SPECIAL CONTRACT REQUIREMENTS

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**H-1 TRAVEL AND TRAVEL COSTS**

All travel must be approved in advance in writing by the COR using BMDO Form 110 (APR 94) (Attachment 3, Section J).

**H-2 INSURANCE**

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

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

**H-3 PUBLIC RELEASE OF INFORMATION**

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

b. All public information materials prepared by the Contractor shall be submitted to the 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-4 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

(1) the Contractor's scientific 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, 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 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 FAR 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 4, Section J) for each BMD0, BMD, and BMD-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, BMDO, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW 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-5 COORDINATION WITH OTHER GOVERNMENT AGENCIES

In the performance of this contract, it may be necessary for the Contractor to visit Government agencies to discuss aspects of the work performed under this contract. Such visits shall be coordinated with personnel in the office having cognizance over and technical direction of the effort.

#### H-6 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

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

b. Interface support deals with activities associated with the integration of the requirements of this contract into Strategic Defense System plans and the support of the key BMDO program reviews.

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

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph c. above, subject to coordination

with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor will be issued.

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

#### H-7 BMDO VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense  
Ballistic Missile Defense Organization  
7100 Defense Pentagon, BMDO/ACC  
Washington, D.C. 20301-7100  
Phone No.: (703) 695-8048 FAX No.: (703) 693-1526

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

#### H-8 KEY PERSONNEL

The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key personnel. Key personnel are defined as follows:

a. Personnel identified in the proposal as key individuals to be assigned for participation in the performance of the contract.

b. Individuals designated as key personnel by agreement of the Government and the Contractor during negotiations.

Key personnel shall not be replaced unless the Contractor has demonstrated to the satisfaction of the Contracting Officer and Contracting Officer's Representative that: (1) replacement personnel are equal to or better than the qualifications of the personnel being replaced; or (2) the qualifications of the proposed new personnel are equal to or better than the Personnel Qualifications of this contract as shown below.



c. The following positions with personnel qualifications are designated as key:

(1) Category: Program Manager/Supervisor

Personnel Qualifications:

Bachelors Degree,  
5 years supervisory experience,  
3 years program manager experience,  
10 years relevant experience to that of the  
SOW.

NOTE: Experience may be inclusive within  
experience categories.

(2) Category: VTC Network Coordinator/Scheduler

Personnel Qualifications:

High School Diploma,  
2 years network/VTC experience,  
2 years supervisory or management experience,  
1 year experience scheduling conferences.

NOTE: Experience may be inclusive within  
experience categories.

**H-9 EXERCISE OF OPTIONS**

This contract is renewable in two increments at the unilateral option of the Government. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements, as set forth in Sections B and F.

**H-10 GOVERNMENT PROPERTY AND ACQUISITION OF FACILITIES**

The Government will provide the property and information listed in Attachment 1, Annex B for the performance of this contract. The Contractor shall maintain these in accordance with the clause at FAR 52.245-5, "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)." With the exception of this Government property, 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 and exclusive of profit/fee of other profit centers or business units of the prime Contractor.

H-11 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, & 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

