AWARD/CONTRACT

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

RATING

PAGE 1 OF PAGES 61

2. CONTRACT (Proc. Inst. Ident.) NO.
HQ0147-08-D-0004

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
MDABRIDGEPR5

5. ISSUED BY CODE HQ0147
MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001

6. ADMINISTERED BY (If other than Item 5) CODE
See Item 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
DMD, L.L.C.
1002 EXPLORER BLVD NW
HUNTSVILLE AL 35806-2806

CODE 1VDA4 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

11. SHIP TO/MARK FOR CODE
See Schedule

12. PAYMENT WILL BE MADE BY CODE

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 $19,855,280.0

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	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

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)
Jane Northrop, Contracts Manager

20A. NAME OF CONTRACTING OFFICER
TEL: EMAIL:

19B. NAME OF CONTRACTOR
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED
22Sep08

20B. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

20C. DATE SIGNED

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF PAGES 61
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0147-08-D-0004	3. EFFECTIVE DATE 22 Sep 2008	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. MDABRIDGEPR5	

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MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001

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See Item 5

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DMD, LLC.
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HUNTSVILLE AL 35806-2806

CODE 1VDA4 FACILITY CODE

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[ ] 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 $19,855,280.00

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X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	50 - 60
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 17			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	18 - 24	X	J	LIST OF ATTACHMENTS	61
X	D	PACKAGING AND MARKING	25			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	26 - 27		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	28 - 30				
X	G	CONTRACT ADMINISTRATION DATA	31 - 33		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	34 - 49		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

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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)

20A. NAME OF CONTRACTING OFFICER
TERRY S. GANOE / CONTRACTING OFFICER
TEL: 256-450-1464 EMAIL: terry.ganoe@mda.mil

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Terry S. Ganoe
(Signature of Contracting Officer)

20C. DATE SIGNED 23-Sep-2008

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		1	Dollars, U.S.	$1,518,932.00	$1,518,932.00 NTE

Quality, Safety, and Mission Assurance

LH

Provide services for Quality, Safety and Mission Assurance support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a Not to Exceed (NTE) Labor Hour (LH) threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $1,518,932.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		1	Dollars, U.S.	$1,061,359.00	$1,061,359.00 NTE

Business and Financial Management

LH

Provide services for Business and Financial Management support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed p rices/labor categories. This CLIN has an NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $1,061,359.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1	Dollars, U.S.	$268,716.00	$268,716.00 NTE

Admin and Other Professional Support

LH

Provide services for Administrative and Other Professional Support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $268,716.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		1	Dollars, U.S.	$8,381,270.00	$8,381,270.00 NTE

Systems Engineering

LH

Provide services for Systems Engineering support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $8,381,270.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		1	Dollars, U.S.	$3,645,825.00	$3,645,825.00 NTE

Acquisition Management

LH

Provide services for Acquisition Management support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $3,645,825.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006			Dollars, U.S.	$0.00	$0.00 NTE

RESERVED

LH

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007			Dollars, U.S.	$0.00	$0.00 NTE
	RESERVED				
	LH				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008		1	Dollars, U.S.	$3,343,567.00	$3,343,567.00 NTE
	Test				
	LH				
	Provide services for Test support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$3,343,567.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009			Dollars, U.S.	$0.00	$0.00 NTE

Warfighter and BMDS Operations Support

LH

Provide services for Warfighter and BMDS Operations Support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010			Dollars, U.S.	$0.00	$0.00 NTE

Worldwide Deployment

LH

Provide services for Worldwide Deployment support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011			Dollars, U.S.	$0.00	$0.00 NTE
	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012			Dollars, U.S.	$0.00	$0.00 NTE
	Security and Intelligence Operations LH Provide services Security and Intelligence Operations support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013			Dollars, U.S.	$0.00	$0.00 NTE
	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014			Dollars, U.S.	$0.00	$0.00 NTE
	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015		UNDEFINED			NSP
	Data Items The Contractor shall provide the data deliverables in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. See Section J, Attachments. FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016		UNDEFINED		UNDEFINED	$1,634,522.00

Travel

COST

Approved Travel IAW FAR part 31 and MDA clause H-05, Travel as directed in individual Task Orders. NO FEE WILL BE APPLIED TO TRAVEL COSTS.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

MAX COST $1,634,522.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017		UNDEFINED		UNDEFINED	$1,089.00

Other Direct Cost

COST

ODC as apporved by the Contracting Officer or other designated Government Official in support of individual Task Orders. Includes only those items not covered in General & Administrative (G&A) or Overhead (OH) expenses. NO FEE WILL BE APPLIED TO ODC.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

MAX COST $1,089.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		1	Dollars, U.S.	$1,565,357.00	$1,565,357.00 NTE
OPTION	Quality, Safety, and Mission Assurance LH Provide services for Quality, Safety, and Mission Assurance support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$1,565,357.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		1	Dollars, U.S.	$1,093,987.00	$1,093,987.00 NTE
OPTION	Business and Financial Management LH Provide services for Business and Financial Management support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$1,093,987.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003		1	Dollars, U.S.	$278,130.00	$278,130.00 NTE

OPTION

Admin and Other Professional Support

LH

Provide services for Administrative and Other Professional Support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $278,130.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004		1	Dollars, U.S.	$8,597,975.00	$8,597,975.00 NTE

OPTION

Systems Engineering

LH

Provide services for Systems Engineering support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

TOT MAX PRICE $8,597,975.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005		1	Dollars, U.S.	$3,757,617.00	$3,757,617.00 NTE
OPTION	Acquisition Management LH Provide services for Acquisition Management support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$3,757,617.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008		1	Dollars, U.S.	$3,757,617.00	$3,757,617.00 NTE
OPTION	Test LH Provide services for Test support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. This CLIN has a NTE LH threshold of (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$3,757,617.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	Warfighter and BMDS Operations Support LH Provide services for Warfighter and BMDS Support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	Worldwide Deployment LH Provide services for Worldwide Deployment support as outlined in the Scope of Work (SOW), as defined in a given task order (T/O). See Attachment 3 for fixed prices/labor categories. FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014			Dollars, U.S.	$0.00	$0.00 NTE
OPTION	RESERVED LH FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				TOT MAX PRICE	$0.00 NTE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1015		UNDEFINED			NSP
OPTION	Data Items The Contractor shall provide the data deliverables in accordance with Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A. See Section J, Attachments. FOB: Destination PURCHASE REQUEST NUMBER: MDABRIDGEPR5				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1016 OPTION	Travel	UNDEFINED		UNDEFINED	$1,622,960.00

COST

Approved Travel IAW FAR part 31 and MDA clause H-05, Travel as directed in individual Task Orders. NO FEE WILL BE APPLIED TO TRAVEL COSTS.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

MAX COST $1,622,960.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017 OPTION	Other Direct Cost	UNDEFINED		UNDEFINED	$1,089.00

COST

ODC as approved by the Contracting Officer or other designated Government Official in support of individual Task Orders. Includes only those items not covered in General & Administrative (G&A) or Overhead (OH) expenses. NO FEE WILL BE APPLIED TO ODC.

FOB: Destination

PURCHASE REQUEST NUMBER: MDABRIDGEPR5

MAX COST $1,089.00

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 Travel and Other Direct Costs (ODC). The contract has a 12-month base period, and one 12-month Option period as specified in Section B and other related Sections, Attachments and Exhibits.

B-05 OPTION REQUIREMENTS (MAY 2005)

The Government may exercise the Option requirements as identified under Option Items 1001 through 1017. These Option items may be exercised, in whole or in part, in accordance with Special Provision "Exercise of Options".

B-06 LABOR HRS FOR TOS

B-06 LABOR HOURS FOR TASK ORDERS:

a. The total number of Labor Hours for this contract is estimated to be: (b)(4)

b. In the performance of the various Task Orders, which will be issued pursuant to the clause H-03 titled TASK ORDERS the contractor shall provide the specified number of Labor Hours per each task order, and as agreed to in the corresponding Task Order Plan, as provided.

c. Labor Hours are defined as prime contractor and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

d. Prior to final payment on a Task Order, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total Labor Hours by labor category as stated in each voucher; has completed all associated travel; has acquired all required materials; has provided the reports called for; has dispositioned all contractor-acquired and government-furnished property according to government direction; and that the effort performed and reports provided are considered satisfactory by the Government.

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or 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.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

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

- CONTRACT NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

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

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

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and 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.

STATEMENT OF WORK

SYSTEMS ENGINEERING AND TECHNICAL ASSISTANCE BRIDGE (SETAB)

SCOPE OF WORK (SOW)

28 July 2008

1.0 INTRODUCTION AND BACKGROUND

1.1 Under the current Missile Defense Agency (MDA) contract support services (CSS) concept there are more than 270 contracts throughout MDA in Element programs and Functional organizations. Under this system existing CSS, it is difficult to identify areas where support contractors may be doing work that is no longer necessary or may be duplicative of other contractor support. These realizations, in concert with overall reengineering, led MDA Senior Leadership to restructure how it will procure CSS in the future. To address the CSS issues, the Director

established the Missile Defense Agency Engineering and Support Services (MiDAESS) Program Office in October 2007 with the primary mission to align the support contractor personnel under Headquarters Functional matrix management and develop an overall contractor manpower organization. The MiDAESS Program Office is in the process of competitively awarding a contractual vehicle(s) necessary to efficiently furnish MDA with its CSS needs. In the interim, MDA is awarding a series of "bridge" contracts in order to allow for an orderly transition from the current CSS to the final MiDAESS solution.

1.2 This "bridge" contract is for up to 12-months, with one 12-month option, to allow uninterrupted, high-quality, experienced personnel to continue efforts pending transfer to functional management under the MiDAESS program. Individual bridge contract task orders will be for eth shortest period necessary to avoid disrupting existing critical A&AS while still retaining the flexibility to facilitate a timely use of the MiDAESS contract vehicles.

1.3 The MDA has been directed to conduct vigorous research into Ballistic Missile Defense (BMD) technology programs, including air, space, and missile defense. The MDA mission is to conduct a coordinated research and development program in accordance with Department of Defense (DoD), Warfighter guidance. This includes Research and Development, testing, production, fielding, and deploying. The goal of services hereby obtained is to ensure a timely, energetic, and cost effective development of technologies for defense against evolving threats; to coordinate all technology base development to maximize benefits for strategic and theater missile defense and air/space technology programs; and to ensure programs are in regulatory compliance. The MDA serves to advance the technologies of ballistic missile defense, air and space technology, and to provide a system technology base for a range of future defense applications. These programs revolve around fourteen major functions:

1.3.1 Safety, Quality & Mission Assurance

1.3.1.1 The Quality, Safety and Mission Assurance (QSMA) Directorate performs a continuous assessment of the engineering, technology, production and programmatic processes/practices used to develop and operate the Ballistic Missile Defense System (BMDS). The Directorate reports directly to the MDA Director. It identifies and addresses high risk attributes and increases confidence in achieving mission success while ensuring the safety of property and personnel.

1.3.2 Business & Finance Management

1.3.2.1 The Business Operations Directorate is the functional manager for the MDA business and financial staff supporting all MDA headquarters directorates and field operations. It is led by a Headquarters staff with functionally matrixed support teams in the National Capitol Region (NCR) and at geographically separated locations. Matrixed support helps ensure all budgeting, programming, and planning activities are conducted uniformly and consistently, making use of common data sets and business practices.

1.3.3 Administrative & Professional Support

1.3.3.1 The Chief of Staff of the MDA provides executive support to the MDA Director, Deputy Director, and Executive Director; on-call executive support to other MDA senior leaders; directs and monitors implementation of decisions and executive actions/plans; and establishes and manages MDA administrative procedures. The support provided by contractor personnel includes executive support services, general office administrative services, protocol and event management support, day-to-day operational support to the MDA Command Group including graphic communication support via the Director's Action Group and Visual Information Production Center, and historical support services. The MDA Chief of Staff is responsible for the functional matrix management of office administrative services to all MDA organizations at all locations; supervises the MDA Historian, Chief of Protocol, Chief of Executive Services and Deputy Chiefs of Staff.

1.3.4 Systems Engineering

1.3.4.1 The Deputy for Engineering of the MDA is led by a Headquarters staff with functional matrix support teams in the National Capital Region (NCR) and geographically separated program offices. The Deputy for Engineering is the functional manager for the MDA technical staff that supports the MDA and Element Program Offices. This matrix approach ensures that general engineering, technical analysis/support, scientific, systems engineering, operations support and test planning activities are conducted uniformly and consistently and make use of common data sets and practices. The support provided by contractor personnel for the Deputy for Engineering is grouped into System and Element Engineering, Threat Systems Engineering, and Manufacturing and Producibility.

1.3.5 Acquisition Management

1.3.5.1 The MDA acquisition management activity consists of a streamlined Headquarters staff with functional matrix support teams in both the NCR and geographically separated product centers. Specific functional responsibilities include providing acquisition expertise in support of the Deputy for Acquisition Management as principal advisor to the Director and senior staff on acquisition authorization, assessment, oversight, and assistance; providing acquisition expertise responsible for preparing analyses, and providing advice, and recommendations to MDA Executive Leaders, BMDS Element Directors/Program Managers and staff members, and ad hoc special teams formed to provide expeditious resolution of programmatic problems; and providing acquisition expertise to support the development of acquisition policy, plans, processes, procedures, and guidance for MDA procurements.

1.3.6 Infrastructure & Environment

1.3.6.1 The Directorate's mission is accomplished through the centralized management of: infrastructure policy, plan, budget, facility/design standards, and space control formulation; infrastructure quality assurance/oversight; facility project management; and infrastructure/facilities resource management. The Directorate also uses decentralized execution of the core support functions (facilities logistics, facility operations & services, and management support) at the Field Activity Level to provide quality services and facilities to its customers, implement infrastructure policy and plans, perform logistics/services operations, perform management support, and provide headquarters support. The Directorate also coordinates and provides infrastructure support for the BMDS program element level at various locations such as Hanscom AFB, MA; Kirtland AFB, NM; Los Angeles Air Force Station, CA; and Vandenberg AFB, CA through the use of Memorandums of Agreement, Memorandums of Understanding, and other Inter-Service Support Agreements for local services at installations having MDA tenant activities. Contractor support to the Infrastructure & Environment Directorate includes Management Activities, Filed Activity Operations Support, Operation of the Executive Motor Pool, Operation of the Shuttle Bus Service, Performance of Custodial Services, and Mailroom Support.

1.3.7 RESERVED

1.3.8 Test

1.3.8.1 The Test Functional Area is led by the Test Functional Manager and supported by test functional leaders and employees who are matrixed to BMDS element and program teams across MDA. They support the worldwide BMDS test mission. The Test Functional Manager is responsible for ensuring: MDA test policies and processes are standardized and applied consistently; test 'lessons learned' are shared across MDA; and the test workforce is ready at all times to support the Test mission. Contractor support to the Test Functional Manager covers the functional areas of Test Support, BMDS Test Data Analysis and Tools Support, and BMDS Truth Data Analysis and Tools Support.

1.3.9 Warfighter & BMDS Operations Support

1.3.9.1 The Warfighter and BMDS organization ensures that the warfighter perspective is considered in BMDS integration processes and facilitates Combatant Command participation in the development of future missile

defense capabilities. Defined operational support groups provide base and facility support between host installations and BMDS mission operations. Specific functional responsibilities are to provide interface with the warfighters (all Combatant Commanders) in emerging BMDS development; support, maintain, and monitor readiness of the fielded BMDS; and interface between MDA and the User community (Services/warfighters). Contractors provide support in all areas of responsibility. Support to the Deputy for Integration and Fielding is divided into two functional areas: Warfighter Operations Support and BMDS Operations Support Center.

1.3.10 Worldwide Deployment Support

1.3.10.1 The Worldwide Deployment Program Management Office is led by a Headquarters staff with functional matrix support teams centered in Huntsville, AL and also assigned to geographically separated organizations. It provides support to all BMDS elements and programs. Specific functional responsibilities are to provide deployment planning and integration; site activation expertise for tactical and test facility acquisition management; site activation expertise to perform environmental management; deployed site support and sustainment through transition; and support for BMDS Element integration.

1.3.11 Advanced Technology Development

1.3.11.1 The Deputy for Advanced Technology is responsible to the Director for developing advanced capabilities for the Ballistic Missile Defense System. This Deputate seeks out and develops new and innovative concepts and technologies that can be applied across the Ballistic Missile Defense System in order to pace the ballistic missile threat, improve system performance and reliability, reduce block implementation risks, and lower life-cycle costs. The Deputate leverages technology investments of other Department of Defense organizations, industry, academia, and international partners.

1.3.12 Security

1.3.12.1 The Security and Intelligence Operations Directorate provides information assurance, security, and intelligence and counterintelligence services to protect MDA and Ballistic Missile Defense System (BMDS) technologies, facilities, information and people from threats and the compromise of classified information. It is organized into five divisions, representing the following major functional areas: Security and Program Protection; Special Programs; Intelligence, Counterintelligence; and Information Assurance. Support to the Security and Intelligence Operations Directorate is divided into four principal functional areas: Security and Program Protection, Security Operations, Intelligence and Counterintelligence, and Information Assurance.

1.3.13 International Affairs

1.3.13.1 International Affairs is led by a Director and Deputy Director. It is organized into three Directorates: 1.) European and Americas Regional Directorate; 2.) Asia-Pacific and Middle-East Directorate; and 3.) Strategy and Integration Directorate. The Deputy for International Affairs provides unique expertise across a broad range of international policy and foreign affair issues for the MDA Director, the Headquarters staff and element and program managers across the entire Agency.
Contractor support to the Deputate includes: development and implementation of the MDA International Strategy, providing expertise to international conferences, and analyzing international policy issues; armament cooperation and interoperability opportunities; and security assistance opportunities.

1.3.14 Information Management & Tech Ops

1.3.14.1 The MDA(MDA) Directorate of Information Management and Technology Operations ensures information management services and technology resources of the MDA are administered, acquired, managed and operated in compliance with and meet the goals of existing statutes, Department of Defense (DoD) regulations and the MDA Director's priorities. The Directorate is led by a Headquarters staff with functional teams at geographically separated locations. On-site support teams help ensure timely, effective and secure support to field

operations. The teams also ensure consistent and coordinated worldwide information system capabilities across all elements and programs within MDA. Contractors support the Directorate in a broad array of information technology (IT) areas including: IT operations, computer network defense, information management and network system architecture and design.

1.4 The programs are continually changing based on evolving technology, new doctrine, and changing government emphasis. Current emphasis is to research, evaluate, prove the effectiveness of various components and systems, and support production and fielding. The MDA has structured research programs integrating an extremely wide range of technologies and support functions into system concepts and/or hardware components/system platforms. In addition to DoD elements and participating government agencies, many industrial firms, large and small, are also involved as government contractors. The purpose of this contract is to obtain systems engineering and technical assistance for the MDA and other associated air, space, and missile defense organizations related to the many tasks and projects which fall within the broad categories of air, space, and missile defense activities under the missions of those agencies, as they are defined by Higher Headquarters, Congress, and the Department of Defense.

2.0 SCOPE AND GENERAL REQUIREMENTS

2.1. The general areas to be supported for the duration of the contract are set forth in this Scope of Work. These areas are not meant to be definitive, but rather, represent in summary form the general areas to be supported. Therefore, the SOW is deemed to be a basic expression of the contract requirement. Specific performance requirements will be set forth in Task Orders (T/Os) issued under the contract. The T/Os may be issued for the Missile Defense Agency, other associated air, space, and missile defense organizations, or as directed by higher Headquarters, in support of their current Mission and Function Statements

2.2 The contractor shall conduct studies, and provide concept system definition and related documentation to support the study results; provide independent analyses, simulations, technological assessments; and perform other related tasks in systems definition, experiments, technology demonstration, system development, and production and fielding as applicable (reference Section 1.1.1). The contractor shall analyze, critique, and assess the adequacy, timeliness, and cost effectiveness of work performed by other contractors. The contractor shall identify issues and shall formulate and provide alternatives for issue resolution. The contractor must develop and maintain a working knowledge of MDA acquisition and technical directives, policies and processes.

2.3 The contractor shall implement the SETAB Operations Security (OPSEC)/TEMPEST Plan in performance of any portion of the contract requiring OPSEC. The plan, as updated, shall continue to conform to the requirements of the DD Form 1423 and any further instructions provided by the Government.

2.4 In performing this SOW, the contractor may be required to interact with the Missile Defense Agency, with other contractors, and with various other governmental agencies, as designated by T/O statements of work. Such interaction shall be conducted only to the extent addressed in the specific T/O or routine technical discussions with the task order monitor (T/OM).

2.5 Changes in emphasis and significant changes in program direction are inevitable with respect to approved projects. The contractor shall be responsive to such changes as they are defined by the issuance of T/Os. Therefore, the contractor shall be responsive to new, revised, or terminated effort.

2.6 The contractor shall perform specific work as directed, and funded, by individual T/Os. Each T/O will include, at a minimum, the estimated Labor Hours for the fixed-price labor categories; the applicable funding; the T/O ceiling for labor, travel, and other direct cost (ODCs); the period of performance; the required deliverables; the T/O statement of work; and any special instructions applicable to the given T/O.

2.7 The contractor shall provide a Task Order Management Plan (T/OMP) which shall define a management system to plan and control the SETAB effort under each specific T/O. The T/OMP must delineate how the

contractor plans to accomplish the effort supporting the specific T/O, to include a breakout of Labor Hours, travel, ODCs, a milestone schedule, and a schedule for the planned expenditure of funds.

2.8 The contractor shall prepare and deliver to the government the technical data in accordance with the requirements and schedules set forth in the CDRL DD Form 1423. It is not the intent of the government to have new data formats prepared where existing ones may suffice. Thus, contractor-internal procedures, which are acceptable to the Contracting Officer as equivalent to the requirements of data item description(s), DD Form 1664, may be used for submittal to the government.

2.9 The contractor shall conduct and/or host status meetings as required by each T/O. These meetings, as scheduled by specific T/O, shall be structured to provide the government with an up-to-date status of the contractor's technical and programmatic progress. Following each such meeting, the contractor shall prepare a report for Government approval, as required.

2.10 The contractor shall maintain all Contractor Acquired Property (CAP) and Government Furnished Property/Equipment (GFP/GFE) in accordance with the Government Property provisions of the contract and as directed by the Contracting Officer.

3.0 CONTRACTOR REQUIREMENTS

3.1 The SETAB contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual T/Os issued during the period of performance) related to the tasks as defined in 2.2 above. The contractor must be capable of providing flexible, responsive, and high quality systems engineering and technical support relating to the missions of the Missile Defense Agency, and other associated air, space, and missile defense organizations, as described in 1.3, above. The contractor shall appoint a program manager (PM) to direct its technical effort. The PM shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews necessary to assure effective contract performance.

3.2 The contractor shall ensure that adequate technical capability is available to provide responses to specific tasks based on a 40-hour work week. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the T/Os as issued under this contract. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor. Task priorities, short-notice suspenses, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements on all T/Os.

3.3 The contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW, as directed by individual T/Os. The TDY locations include, but are not limited to, Washington, DC, White Sands, NM, Kwajalein Missile Range, Wake Island, Kodiak, AK, Colorado Springs, CO, Los Angeles, CA, PMRF, Reagan Test Site, and various OCONUS locations, to include Honolulu, HI, Europe, and the Far East. The T/Os will specify authorized travel locations and the NTE ceiling for the given effort. Travel to locations other than those specified in the T/O requires the prior written approval of the applicable T/OM.

4.0 SECURITY

4.1 Certain contractor personnel must possess TOP SECRET/Sensitive Compartmented Information (SCI) CLEARANCE access and/or be eligible for immediate adjudication by the cognizant security authority upon award of the contract. Future requirements for SCI-eligible personnel shall be established by individual T/Os. The T/OMs shall apprise the contractor of any increased security requirements. The contractor shall submit adequate clearance packages within ten (10) calendar days of identification of any increased security requirements.

4.2 Some T/Os issued under this contract may require access to, and clearance for, Special Access Programs (SAPs) up to and including the TOP SECRET/SCI level. The T/Os requiring such access will be awarded or

modified accordingly with a revised DD254 allowing appropriate access and outlining the specific security requirements.

4.3 As identified in individual T/Os, the Government will provide a limited, temporary work area for two to three contractor personnel on an "as needed" basis at Government Sensitive Compartmented Information Facilities (SCIFs). Storage space, electronic SCI message support, and SCI billet indoctrination support shall be provided by the government.

4.4 The SETAB will require access to Sensitive Compartmented Information (SCI) data in order to perform analysis and assess the adequacy of the work performed by other contractors. This data and other related information will be used to check the adequacy of sources to provide the T/OM with an accurate assessment of the threat to the system and assist in the planning and the conduct of analyses, simulations, assessments, system tests, and other related tasks. The SCI-cleared contractors will be required in conjunction with their SCI contract monitor, to interface with key MDA personnel, and other government personnel, and enter into SCI discussions to assist in assessment and decisions on the programs.

4.5 The contractor shall perform in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22M) and ensure that all classified material is handled in accordance with the latest appropriate security classification specifications.

5.0 MEETINGS/BRIEFINGS/PUBLICATIONS

5.1 The contractor shall participate in Technical Interchange Meetings (TIMs), to be scheduled upon request of the T/OM, to discuss and to informally evaluate the SETAB contractor's efforts and accomplishments in direct relation to specific T/Os. During these meetings, the contractor shall present necessary data to enable a joint review of its various assigned tasks, along with attendant schedules, and resource expenditures. The contractor shall present and participate in technical discussions and shall inform, in a timely fashion, the T/OM of any problems with contract execution and any proposed solutions. During these TIMs, the T/OM may also informally evaluate the on-going SETAB performance.

5.2 The contractor shall attend and participate in Program Management Reviews (PMRs), Integrated Process Teams (IPTs), and other meetings, as scheduled by the T/OM.

5.3 The contractor shall provide technical orientation briefings, as directed.

5.4 Independent Review Team Support: The contractor shall support the activities of independent review teams' participation in Technical Interchange Meetings, data and readiness reviews, and other critical program events as directed. The contractor shall prepare a list of action items, and shall work with program office personnel to complete the required action items. The contractor shall provide periodic status reports to Chief Engineers.

6.0 DELIVERABLES

6.1 Documentation developed under this contract shall be delivered as specified in individual T/Os. Individual T/Os will indicate the media type, as well as the quantity of copies of the work products required for delivery. The contractor shall be proficient in the use of the current Government/command-standard software and shall possess the capability to deliver the automated data in the command-standard software format. Delivery will typically be required only in electronic media form; all such deliveries shall be virus free.

6.2 As directed by the Contracting Officer, software developed incidental to the performance of this contract shall be delivered to the Government as both source and executable code and shall be considered a "Special Work" pursuant to DFARs 252.227-7020, Rights in Special Works. (A004)

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
0010	N/A	N/A	N/A	Government
0011	N/A	N/A	N/A	Government
0012	N/A	N/A	N/A	Government
0013	N/A	N/A	N/A	Government
0014	N/A	N/A	N/A	Government
0015	N/A	N/A	N/A	Government
0016	N/A	N/A	N/A	Government
0017	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
1010	N/A	N/A	N/A	Government
1011	N/A	N/A	N/A	Government
1012	N/A	N/A	N/A	Government
1013	N/A	N/A	N/A	Government
1014	N/A	N/A	N/A	Government
1015	N/A	N/A	N/A	Government
1016	N/A	N/A	N/A	Government
1017	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-6 Alt I Inspection--Time And Material And Labor Hour (May 2001) APR 1984 - Alternate I

52.246-20	Warranty Of Services	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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:

Missile Defense Agency / MDA/TH
ATTN: Lt Col McMullan & Ms. Margaret Haack
Bldg. 5222, Martin Road
Redstone Arsenal, AL 35898

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A
0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A

1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	N/A	N/A	N/A	N/A
1012	N/A	N/A	N/A	N/A
1013	N/A	N/A	N/A	N/A
1014	N/A	N/A	N/A	N/A
1015	N/A	N/A	N/A	N/A
1016	N/A	N/A	N/A	N/A
1017	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

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

a. For the base period the Contractor shall accomplish the work required under CLINs 0001, through 0017 for the SOW during the 12-month period commencing from the the effective date of the first Task Order (TO).

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 1001 through 1017 for the SOW during the 12-month period commencing from the effective date of Option 1.

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

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

F-04 LEGAL HOLIDAYS OBSERVED

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 REFERENCE

252.204-7006	Billing Instructions	OCT 2005
MDA G-09	ACCOUNTING AND APPROPRIATION DATA	MAY 2005

CLAUSES INCORPORATED BY FULL TEXT

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

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
cscassig@ogden.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

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

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

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

4. The contractor shall prepare either:

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

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

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

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

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

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

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

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

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

G-06 ALLOTMENT OF FUNDS (MAY 2005)

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 000X:	To be identified on each individual Task Order
Estimated funds exhaustion date:	To be identified on each individual Task Order

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

CLIN(s) 0001 through 0017, and associated Option 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 each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001 through 0017, and their respective Option CLINs 1001 through 1017, vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

Section H - Special Contract Requirements

H-29 OCI CLAUSE
H-29 Conflict of Interest Contract Scope Redetermination

(a) Pursuant to FAR 9.504 the Government has determined that a conflict of interest exists that cannot be avoided or mitigated. A wavier request is in process or has been. Therefore, should the wavier request be denied contract negotiations shall be reinstated for the purpose of modifying the contract scope of work in such a way as to eliminate the conflict of interest.

(b) While the wavier process is ongoing the contractor and its subcontractors shall take all reasonable precautions to ensure that all existing conflicts of interest are mitigated to the fullest extent practicable.

(c) Upon notification to the Contractor that the wavier process was unsuccessful the parties will have 60 days to agree on a bilateral change to the scope of work of the Contract. If such an agreement can not be reached within the time specified the Contracting Officer will make a unilateral determination as to the proper change to the existing scope of work and any existing task orders. The Contracting Officer will then, if required, execute a unilateral contract action reflecting the new scope of work and changes to existing task orders, should there be any.

(d) Contractor disagreements with a determination made by the Government pursuant to this clause shall be a dispute under the Disputes clause. However, nothing in this clause nor any Government determination made in conjunction with this clause shall excuse the Contractor and its subcontractors from proceeding with its duties under the instant contract.

H-28 MIN & MAX CONTRACT AMOUNT
H-28 MINIMUM AND MAXIMUM CONTRACT AMOUNT

The minimum amount to be ordered under this contract is $500,000. The maximum amount allowed to be order is $43,530,940.

H-26 ACCESS TO MDA COMPUTER
H-26 ACCESS TO MISSILE DEFENSE AGENCY COMPUTER SYSTEMS

Access to Missile Defense Agency computer systems (stand alone or networked) during performance of this contract requires compliance with all MDA information technology regulations and guidance. Access requires, at a minimum, a National Agency Check or Entrance National Agency Check in accordance with DoD 5200.2-R, Personal Security Program. You must be able to complete agency checks on your employees and be in compliance on the first day of contract performance.

(End of Clause)

H-27 WORK ON GOV'T PREMISES
H-27 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-25 ACQ OMBUDSMAN

H-25 ACQUISITION OMBUDSMAN (DEC 2007)

The MDA Acquisition Ombudsman is Mr. David Altwegg, Executive Director of the Agency. Government and contractor personnel may directly contact Mr. Altwegg to ask that he inquire into any acquisition integrity issue and resolve it appropriately. Mr. Altwegg will assist in handling integrity, fairness or other issues associated with individual contracts, source selections, award fee recommendations, and negotiations. His objective is to help MDA ensure that our processes, and their implementation, are fair, unbiased and consistent. You may contact Mr. Altwegg at 703-697-7691, or e-mail: David.Altwegg@mda.mil.

(End of Clause)

H-31 CO-OP/INTERN PROGRAM

H-31 CO-OP/INTERN PROGRAM
COOPERATIVE EDUCATION (CO-OP) AND/OR INTERN PROGRAMS

a. Definitions for this clause:

Co-Op Program: a partnership among the student, educational institution, and employer, with specified responsibilities structured for each party by the educational institution.

Intern Program: based on a company policy pertaining to the hiring and management of interns, the contractor presents a hands-on learning experience to qualified College/University candidates in a supportive, mentoring environment.

b. Responsibilities:

Under either a Co-Op Program or an Intern Program, the College/University teaches basic facts, theories, and principles while the employer provides the opportunity for a student to apply these facts, theories, and principles to practical work situations and problems.

The contractor provides the student with assignments of increasing challenge and responsibility. The contractor evaluates the work of the student and discusses the results with him or her. The contractor is responsible for supervising the work of the student.

c. Billing:

The contractor is authorized to establish a Co-Op and/or Intern Program for performing work under this contract. The contractor is authorized to bill the government for Co-Op and/or Interns based on class standing as follows (NOTE: The entry-level category is Level I of the appropriate SETAC labor category.):

Freshmen: 50% of the applicable entry-level fixed-price labor rate.
Sophomore: 60% of the applicable entry-level fixed-price labor rate.
Junior: 70% of the applicable entry-level fixed-price labor rate.
Senior: 80% of the applicable entry-level fixed-price labor rate.

Increases in the percentage billed to the Government are not authorized until enough course work is completed to move the student to the next class standing.

d. Approval Process: Prior to hiring an Intern and/or Co-Op to perform work under a task order, the contractor shall obtain written concurrence from the applicable task order monitor. E-mail may be used for this process.

CLAUSES INCORPORATED BY FULL TEXT

H-03 TASK ORDERS (MAY 2005)

a. General. The task order procedures in this clause shall apply to CLIN 0001 through 0017, and if exercised Option CLINs 1001 through 1017. The Government may order up to the maximum Labor Hours (LHs) specified in the Schedule. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in Section I clauses FAR 52.216-18, 52.216-19 and 52.216-22. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

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

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

(a) contract number, CLIN and SOW reference;
(b) description of the task to be performed;
(c) a period of performance for the task;
(d) description of the deliverables (as appropriate); and
(e) specify either LOE or completion and number of LH.

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

(2) Task Order Management Plan (T/OMP). The Contractor shall submit a T/OMP within fifteen (15) calendar days after receipt of a draft Task Order. The T/OMP shall include:

(a) a brief description of the method and approach to accomplish the Task Order;

(b) estimated level of effort, in LHs by labor category, required to perform the task in the period of performance specified by the Task Order. (LHs to be delivered by the Contractor shall include all reimbursable labor hours worked regardless of source, prime or authorized subcontractor);

(c) the Contractor's cost estimate, including all travel and other travel costs, with supporting rationale to perform the Task Order; and

(d) upon completion of negotiations, a certificate of Current Cost and Pricing Data, as required by FAR 15.403-4, shall be submitted to the Contracting Officer.

(3) Task Order Issuance. Within thirty (30) calendar days after receipt of the T/OMP, the Contracting Officer will provide either an executed Task Order, or advise the Contractor of changes required to the T/OMP. Once the Contractor and Contracting Officer have agreed on the contents of the T/OMP, the Contracting Officer will issue the Task Order, which includes the following:

(a) Contracting Officer signature and date of order;
(b) Contract number, CLIN, order number and SOW reference;
(c) Description of the Task to be performed;
(d) For LOE tasks, the maximum number of labor hours by labor category and total cost plus-fixed fee ceiling to be expended on the task; for completion tasks, the estimated labor hours and cost-plus-fixed-fee;
(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 T/OMP before commencement of work, the Contracting Officer may issue a Task Order specifying a maximum LH and estimated cost not to be exceeded pending agreement on the T/OMP.

(a) The Contractor shall begin performance promptly and submit a T/OMP within ten (10) calendar days after receipt of the Task Order.

(b) Within ten (10) calendar days after receipt of the T/OMP, 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 T/OMP.

(c) Until such time as a T/OMP is approved, the Contractor shall limit the expenditure of LHs and costs at a rate such that the Task Order maximum LHs and ceiling price will not be exceeded prior to the completion of the task.

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

d. Performance. Subject to the contract terms and conditions, and unless otherwise directed by the Contracting Officer, the Contractor shall initiate performance on new task orders promptly upon receipt of a signed

Task Order. Performance of work on new task orders prior to execution of an approved Task Order is not authorized and is at the Contractor's own risk.

e. Cost and Labor Hour Limitation.

(1) The Contractor shall incur costs under this contract only in the performance of Task Orders and amendments to orders issued by the Contracting Officer. No other costs are authorized without the express written consent of the Contracting Officer.

(2) To allow the Contractor the flexibility to utilize the optimum labor mix in performing each LOE Task Order, the Contractor may, without notice to the Government, increase or decrease the approved number of hours by no more than 10% for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that the maximum LHs (LOE) and ceiling price, per CLIN, for the Task Order are not exceeded.

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) not specified in the T/O that is directly billed under this contract as a specific travel CLIN (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR and by the Procuring Contracting Officer (PCO) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001). Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

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H-06 INSURANCE (MAY 2005)

In accordance with FAR Part 28.307-2, the Contractor shall maintain the types of insurance and coverage listed below:

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

CLAUSES INCORPORATED BY FULL TEXT

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

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

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

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

CLAUSES INCORPORATED BY FULL TEXT

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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

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

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

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

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

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

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

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

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

(1) 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 / MDA/TH
ATTN: Lt Col McMullan & Ms. Margaret Haack*
Bldg. 5222, Martin Road
Redstone Arsenal, AL 35898

* 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 venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

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

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

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

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

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future.

Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

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

H-10 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 (AUG 2008)

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:

MDA/DTC
Bldg 5222 Martin Road
Redstone Arsenal, AL 35898
Facility ID: MDA/DTC
Phone : 256-313-9504
FAX: 256-313-9579

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

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

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

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

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

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

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

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

H-13 ACQUISITION OF FACILITIES (MAY 2005)

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-14 KEY PERSONNEL QUALIFICATIONS (MAY 2005) (Modified July 2008)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced (labor category descriptions are included in Attachment 2. Key staff positions are defined as: to be identified in each individual Task Order.

b. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-15 EXERCISE OF OPTIONS (MAY 2005)

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

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

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, Budgeting, and Execution (PPBE) data. However, the Missile Defense Agency is authorized to release PPBE data to the Contractor only after compliance with the provisions of this clause has been met. Additionally, the Contractor is also required to comply with the provisions of MDA Directive 7045.01, "Contractor Access to Planning, Programming, Budgeting, and Execution (PPBE) Data" where applicable.

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

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

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

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

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

The Contracting Officer shall be immediately notified in writing in the event of any changes in b (1) or (2) above throughout the performance of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the Organizational Conflict of Interest provisions of this contract.

c. PPBE data is defined as: Current or future Planning, Programming, Budgeting and Execution (PPBE) data regarding any activity relating to the MDA Program or any of its projects regardless of the funding source or date of the document.

(1) Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options.

(2) Programming data reflects the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources.

(3) Budgeting data are detailed financial estimates of the MDA Program or any of its related projects.

(4) Execution data relates to the recording of expenditures that document how the funds were spent.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14, "The Planning, Programming and Budgeting System (PPBS)", May 22, 1984 and other sources are considered PPBE documents:

(1) PLANNING

(a) Strategic Planning Guidance (SPG)
(b) Fiscal Guidance (when separate from SPG or Joint Planning Guidance)
(c) Directors' Intent
(d) Technical Planning Guide

(2) PROGRAMING

(a) Program Objective Memoranda (POM)
(b) Joint Programming Guidance (JPG)
(c) Future Year Defense Program (FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
(d) Program Change Proposals (PCPs)
(e) POM Issue Papers
(f) Proposed Program Reductions (Or Program Offsets)
(g) Tentative Issue Decision Memoranda
(h) Program Decision Memoranda

(3) BUDGETING

(a) Future Year Defense Program (FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
(b) Financial Control Board (FCB) Documentation
(c) Classified P-1, R-1, & C-1 Program Annexes
(d) Program Budget Decisions/Defense Management Review Decisions/Management Initiative Directives (MID)
(e) Reports Generated by the Comptroller Information System (CIS)
(f) Budget Change Proposals (BCPs)

(4) EXECUTION

(a) DD Form 1414 Base for Reprogramming
(b) DD Form 1416 Report of Programs
(c) Contract Award Reports
(d) DD COMP (M) 1002 Appropriation Status by Fiscal Year Program
(e) FCB Execution Review Documentation

e. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original MDA PPBE certifications "PPBE Non-Disclosure Agreements "(MDA Form 99) attached 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-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 under this do not perform inherently governmental functions as described in OMB Circular No. A-76, "Performance of Commercial Activities," and as may be further defined by the Missile Defense Agency. In the event the Contractor is concerned that work requested of it violates OMB A-76, 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.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt I	Security Requirements (Aug 1996) - Alternate I	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-14	Notice Of Priority Rating For National Defense, Emergency Preparedness, and Energy Program Use	APR 2008
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-30	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition without Adequate Price Competition	FEB 2007
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-26 Alt I	Equal Opportunity (Mar 2007) - Alternate I	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-36 Alt I	Affirmative Action for Workers with Disabilities (Jun 1998) - Alternate I	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007

52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.227-11 Alt I	Patent Rights-Ownership by the Contractor (Dec 2007) - Alternate I	JUN 1989
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
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
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
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

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Item Unique Identification of Government Property	SEP 2007
252.215-7003	Excessive Pass-Through Charges--Identification of Subcontract Effort	MAY 2008
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
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	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7014 (Dev)	Preference for Domestic Specialty Metals (Deviation 2008-O0002)	JUN 2005
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	MAR 2008
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7003	Capture and Detention	DEC 1991
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 1997
252.229-7008	Relief From Import Duty (United Kingdom)	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006

252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
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

52.216-18 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 date of contract award through 24 months from date of contract award.

(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 $1000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $100,000,000.00;

(2) Any order for a combination of items in excess of $200,000,000.00; or

(3) A series of orders from the same ordering office within 2 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 5 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 30 months from the effective date of the contract.

(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 from the expiration of the contract period of performance or task order period of performance, whichever is later.

(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 15 days of the expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 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 30 months.
(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond: to be identified on each individual task order. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond: to be identified on each individual task order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(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):

www.farsite.hill.af.mil

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement, (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

CLASS DEVIATION 2007-O0010
CONTRACTOR PERSONNEL IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2007-O0010)
(a) *Definitions.* As used in this clause—

"Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

"Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant

Commander.

(v) All personnel have received personal security training. The training must at a minimum—

(A) Cover safety and security issues facing employees overseas;
(B) Identify safety and security contingency planning activities; and
(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);3

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.* (1) The Contractor shall enter, before deployment, or if already in the USCENTCOM AOR, enter upon becoming an employee under this contract, and maintain current data, including departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR. This requirement excludes—

- Personnel hired under contracts for which the period of performance is less than 30 days; and
- Embarked contractor personnel, while afloat, that are tracked by the Diary Message Reporting System.

(2) The automated web-based system to use for this effort is the Synchronized Predeployment and Operational Tracker (SPOT). Follow these steps to register in and use SPOT:

(i) SPOT registration can be accomplished by either a Common Access Card or through an Army Knowledge Online (AKO) account.

(ii) In order to obtain an AKO account, the Contractor shall—

(A) Request the Contracting Officer or other Government point of contract to sponsor its AKO guest account;

(B) Go to http://www.us.army.mil;

(C) Enter the AKO sponsor username; and

(D) After AKO registration, contact the sponsor to confirm registration.

(iii) *Registration in SPOT.*

(A) Register for a SPOT account at https://iel.kc.us.army.mil/spotregistration/.

(B) The customer support team must validate user need. This process may take 2 business days. Company supervisors will be contacted to determine the appropriate level of user access.

(iv) *Access to SPOT.* Upon approval, all users will access SPOT at https://iel.kc.us.army.mil/spotracker.

(v) *SPOT Questions.* Refer SPOT application assistance questions to the Customer Support Team at 717-506-1358 or SPOT@technisource.com.

(3) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.* (1) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc,*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.* (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.* In the case of isolated, missing, detained, captured or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.
(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS AND ATTACHMENTS

Exhibit/Attachment Number and Title	Number of Pages	Date
Exhibit A – Contract Data Requirement Lists (CDRLs)	24	25 Aug 08
Attachment 1 – DD Form 254, Contract Security Classification Specification	13	1 Sep 08
Attachment 2 – Labor Category Descriptions	2	15 Jul 08
Attachment 3 – Prime and Subcontractors Fully urdened Fixed-Price Labor Rates Per FY / Labor Category	8	22 Sep 08

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. 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	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Management Plan	Task Order Management Plan

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80004A	SOW PARA 2.1.7, 6.0 & Sec H-03	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D	ASREQ	PER T/O
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
A		N/A	PER T/O

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

This CDRL applies to CLIN 0001

With each new Task Order (T/O), a new Task Order Management Plan (T/OMP) shall be submitted that describes the plan for that specific T/O.

Unless otherwise directed in the T/O, the first submission shall be 15 working days after receipt of a draft T/O. Submit IAW or T/O.

Approval: G15/C10

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA/DACD		1	
15. TOTAL →	0	1	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 (Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, NOA Reason: I am approving this document Date: 2008.08.25 15:24:57 -04'00')	25 August 2008

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A002	Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80368A	SOW PARA 6.0	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	PER T/O

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	PER T/O

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

In accordance with the Task Order (T/O). The initial report is to cover the period from T/O award date to the end of the quarter in which the T/O award occurred. Thereafter, the report is due 15 days after the completion of each quarter's effort.

List each T/O Level Report in electronic monthly deliverables listing.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA/DACD		1	
15. TOTAL →	0	1	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:26:47 -04'00'	25 August 2008

CONTRACT DATA REQUIREMENTS LIST
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D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

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Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

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Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

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Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

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CONTRACT DATA REQUIREMENTS LIST
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Form Approved
OMB No. 0704-0188

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0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Funds and Man-Hour Expenditure Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-80331A	SOW PARA 2.1.7 & 6.0	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	MTHLY	SEE 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	SEE 16

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

First report due 15 days after first full accounting month following initial contract performance and 15 days after each accounting month end thereafter. Data will be provided at the Task Order Level with each ACRN therein treated as a distinctively accountable sub-element. If applicable subtasks will be accounted for separately (to include the specific ACRNS tied to each subtask) and the subtask totals will be rolled into the T/O total value.

Data will be provided for the T/OMP amount, the funded amount the cum-to-date expenditures the unfunded balance amount, and the estimate-to-complete amount.

Contractor shall utilize an excel spreadsheet for FMER. FMER shall be submitted to the SETAC Team Leader vial e-mail.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
MDA/DACD		1	
15. TOTAL →	0	1	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:28:45 -04'00'	25 August 2008

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

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Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. 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	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A004	Technical Report - Study/Services	Special Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80508B	SOW PARA 6.0	MDA/DACD	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	SEE 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	SEE 16

16. REMARKS

DID format and content shall serve as a guide. The frequency of reporting, distribution, and number of copies shall be directed in individual Task Orders.

List each T/O Level Report in electronic monthly deliverables listing.

Contractor format acceptable.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLOCK 16			
15. TOTAL →	0	0	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 (Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:36:25 -04'00')	25 August 2008

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP ____ TM ____ OTHER ____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	Technical Report - Study/Services	Final Report

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508B	SOW PARA 6.0	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	SEE BLK 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	ASREQ

16. REMARKS

DID format and content shall serve as a guide. The frequency of reporting, distribution, and number of copies shall be directed in individual Task Orders.

Approval: G30/C30.

List each T/O Level Report in electronic monthly deliverables listing.

Contractor format acceptable.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
SEE BLOCK 16			
15. TOTAL →	0	0	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:32:22 -04'00'	25 August 2008

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

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Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

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Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

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Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

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Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A006	Conference Minutes		

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ADMN-81250A	SOW PARA 2.1.9 & 6.0	MDA/DACD	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	ASREQ

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	ASREQ

16. REMARKS

Submit 5 business days after completion of meeting being reported. Submit in accordance with Task Order direction. Contractor format acceptable, if no specific direction.

Submit one copy to the applicable Task Order monitor.

List each T/O Level Report in electronic monthly deliverables listing.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final Reg	Final Repro
*SEE BLOCK 16			
15. TOTAL →	0	0	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 (Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:33:56 -04'00')	25 August 2008

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

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c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A007	Data Accession List	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-81453A	SOW PARA 6.0	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	ASREQ
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	ASREQ

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
SEE BLOCK 6			
15. TOTAL →	0	0	0

16. REMARKS

Submit with monthly deliverables listing. Selected documents upon request.

Contract format acceptable.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:35:45 -04'00'	25 August 2008

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

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Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

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Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. 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	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A008	Tempest Control Officer Appointment	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-80221	SOW PARA 2.1.3	MDA/DACD

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	F	ASREQ	ASREQ

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	ASREQ

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

Contract format acceptable.

Approval: G15/C15.

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
SEE BLOCK 6			
15. TOTAL →	0	0	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
		STIEGLITZ.WILLIAM.HENRY.1074259118 Digitally signed by STIEGLITZ.WILLIAM.HENRY.1074259118 DN: cn=STIEGLITZ.WILLIAM.HENRY.1074259118, c=US, o=U.S. Government, ou=DoD, PKI, MDA Reason: I am approving this document Date: 2008.08.25 15:37:21 -04'00'	25 August 2008

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0015/1015	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
THAAD SETA		DMD

16. REMARKS *(Continued)*

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning,""Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data. These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

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WITHHELD IN TOTAL

FOIA EXEMPTION (b)(2)

Labor Categories

Degree Required	Bachelors, Masters, or Doctorate [1, 2, 4]											Masters or Doctorate [1, 4]			N/A	High School [3]	High School		
Job Title	Engineer		Analyst		Production Engineering [7]			Programmer		Senior Principal Investigator		Senior Management / Technical Staff			Consultant [8]	Technician [5]	Administrative		
Level	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Manuf Exper	Yrs ACAT 1D Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Exper	Yrs Direct Exper	Yrs Leader Exper		Yrs Direct Exper	Clerk	Typist/ Secretary	Illustrator/ Graphics/ Tech Writer
I	0 - 2	N/A	0 - 2	N/A	2 - 4	1 - 2	N/A	0 - 3	N/A	25	15	10	5	2	See definition below	0 - 5	0 - 2	0 - 4	0 - 6
II	2 - 4	N/A	2 - 4	N/A	4 - 6	2 - 4	N/A	4 - 7	N/A	30	20	12	7	5		5 - 10	2 - 6	4 - 10	6 - 10
III	4 - 6	2	4 - 6	2	6 - 9	4 - 6	0 - 2	8 - 12	2	35+	25+	15	10	7		10 - 15	6+	10 - 15	10 - 15
IV	6 - 9	3	6 - 9	3	9 - 12	6 - 10	2 - 5	12+	3+	N/A	N/A	19	15	9		15+	N/A	15+	15+
V	9 - 12	5	9 - 12	5	12 - 15	10 - 12	5 - 7	N/A	N/A	N/A	N/A	25+	20+	11+		N/A	N/A	N/A	N/A
VI	12 - 16	6	12 - 16	6	15 - 20	12 - 15	7 - 9	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
VII	16+	10	16+	10	20 - 25	15 - 20	9 - 10	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A
VIII	25+	15+	25+	15+	25+	20+	10+	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A

Labor Category Notes

NOTE 1: Degree from an accredited institution required in engineering, science, or other field relevant to support in which the individual is performing.

NOTE 2: A Master's degree may be substituted for two (2) years experience. A Doctorate degree may be substituted for four (4) years of experience.

NOTE 3: Formal training in the area of expertise may be substituted for experience on a one-to-one basis.

NOTE 4: Experience may be substituted for degree requirements as follows: 4 years experience for bachelors, 3 years experience for masters; 3 years experience for Doctorate (i.e., if someone had a high school diploma, he/she would require 10 years of related experience to that already shown in the matrix for a particular labor category requiring a Doctorate).

NOTE 5: Technician (Level I) – Provides direct support to more senior technicians in their key areas of expertise such as research, design, development, testing, manufacturing process improvements, or other fields.

Technician (Level II) – Provides skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level III) – Provides highly skilled expertise in a key area needed to support task areas such as research, design, development, testing, manufacturing process improvement, or other fields of tasking.

Technician (Level IV) – Must have demonstrated detailed specialized technical expertise in the area needed to support the task. A college degree is preferred but not required.

NOTE 6: Consultant – A highly skilled **and** extremely knowledgeable individual (utilized for short term efforts and/or on an intermittent, part time basis) who has meticulous, comprehensive knowledge of a specific space or defense technology, technical, or operational area which include, but are not limited to, propulsion, optics, radar, directed energy, or communications.

NOTE 7: Production Engineering Support – Experience in production scheduling/scheduling assessment; development of manufacturing cost estimates; evaluation and verification of tolerances, yields, and cycle times; establishment of SOW requirements for Low Rate Initial Production and Initial Production Facilitization; production assessment and evaluation of production and quality processes, tooling, and test equipment; validation of production lines; development of Product Process Verification Folders; evaluation of Transition/Manufacturing Plans; producibility analyses of system and subsystem components; material/process trade-off studies; manufacturing risk assessment/mitigation; and participation in Production Readiness Risk Assessments.

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CAS, Inc.

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Off-Site Rates Base FY09	Off-Site Rates Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$	$	$	$
Production Engineer II	$	$	$	$
Production Engineer III	$	$	$	$
Production Engineer IV	$	$	$	$
Production Engineer V	$	$	$	$
Production Engineer VI	$	$	$	$
Production Engineer VII	$	$	$	$
Production Engineer VIII	$	$	$	$
Programmer I	$	$	$	$
Programmer II	$	$	$	$
Programmer III	$	$	$	$
Programmer IV	$	$	$	$
Sr Principal Invest I	$	$	$	$
Sr Principal Invest II	$	$	$	$
Sr Principal Invest III	$	$	$	$
Sr Mgt / Tech Staff I	$	$	$	$
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$	$	$	$
Technician I	$	$	$	$
Technician II	$	$	$	$
Technician III	$	$	$	$
Technician IV	$	$	$	$
Clerk I	$	$	$	$
Clerk II	$	$	$	$
Clerk III	$	$	$	$
Typist/Secretary I	$	$	$	$
Typist/Secretary II	$	$	$	$
Typist/Secretary III	$	$	$	$
Typist/Secretary IV	$	$	$	$
Graph Illus/Tech Writer I	$	$	$	$
Graph Illus/Tech Writer II	$	$	$	$
Graph Illus/Tech Writer III	$	$	$	$
Graph Illus/Tech Writer IV	$	$	$	$

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DTI

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Off-Site Rates Base FY09	Off-Site Rates Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$	$	$	$
Production Engineer II	$	$	$	$
Production Engineer III	$	$	$	$
Production Engineer IV	$	$	$	$
Production Engineer V	$	$	$	$
Production Engineer VI	$	$	$	$
Production Engineer VII	$	$	$	$
Production Engineer VIII	$	$	$	$
Programmer I	$	$	$	$
Programmer II	$	$	$	$
Programmer III	$	$	$	$
Programmer IV	$	$	$	$
Sr Principal Invest I	$	$	$	$
Sr Principal Invest II	$	$	$	$
Sr Principal Invest III	$	$	$	$
Sr Mgt / Tech Staff I	$	$	$	$
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$	$	$	$
Technician I	$	$	$	$
Technician II	$	$	$	$
Technician III	$	$	$	$
Technician IV	$	$	$	$
Clerk I	$ -	$ -	$	$
Clerk II	$ -	$ -	$	$
Clerk III	$ -	$ -	$	$
Typist/Secretary I	$ -	$ -	$	$
Typist/Secretary II	$ -	$ -	$	$
Typist/Secretary III	$ -	$ -	$	$
Typist/Secretary IV	$ -	$ -	$	$
Graph Illus/Tech Writer I	$ -	$ -	$	$
Graph Illus/Tech Writer II	$ -	$ -	$	$
Graph Illus/Tech Writer III	$ -	$ -	$	$
Graph Illus/Tech Writer IV	$ -	$ -	$	$

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Dynetics, Inc.

Labor Category Fully Burden LaborRates	Government - Site Rates		Off-Site Rates	
	Base FY09	Option FY10	Base FY09	Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$	$	$	$
Production Engineer II	$	$	$	$
Production Engineer III	$	$	$	$
Production Engineer IV	$	$	$	$
Production Engineer V	$	$	$	$
Production Engineer VI	$	$	$	$
Production Engineer VII	$	$	$	$
Production Engineer VIII	$	$	$	$
Programmer I	$	$	$	$
Programmer II	$	$	$	$
Programmer III	$	$	$	$
Programmer IV	$	$	$	$
Sr Principal Invest I	$	$	$	$
Sr Principal Invest II	$	$	$	$
Sr Principal Invest III	$	$	$	$
Sr Mgt / Tech Staff I	$	$	$	$
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$	$	$	$
Technician I	$	$	$	$
Technician II	$	$	$	$
Technician III	$	$	$	$
Technician IV	$	$	$	$
Clerk I	$ -	$ -	$	$
Clerk II	$ -	$ -	$	$
Clerk III	$ -	$ -	$	$
Typist/Secretary I	$ -	$ -	$	$
Typist/Secretary II	$ -	$ -	$	$
Typist/Secretary III	$ -	$ -	$	$
Typist/Secretary IV	$ -	$ -	$	$
Graph Illus/Tech Writer I	$ -	$ -	$	$
Graph Illus/Tech Writer II	$ -	$ -	$	$
Graph Illus/Tech Writer III	$ -	$ -	$	$
Graph Illus/Tech Writer IV	$ -	$ -	$	$

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VDOT, Inc.

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Off-Site Rates Base FY09	Off-Site Rates Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$	$	$	$
Production Engineer II	$	$	$	$
Production Engineer III	$	$	$	$
Production Engineer IV	$	$	$	$
Production Engineer V	$	$	$	$
Production Engineer VI	$	$	$	$
Production Engineer VII	$	$	$	$
Production Engineer VIII	$	$	$	$
Programmer I	$	$	$	$
Programmer II	$	$	$	$
Programmer III	$	$	$	$
Programmer IV	$	$	$	$
Sr Principal Invest I	$	$	$	$
Sr Principal Invest II	$	$	$	$
Sr Principal Invest III	$	$	$	$
Sr Mgt / Tech Staff I	$	$	$	$
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$	$	$	$
Technician I	$	$	$	$
Technician II	$	$	$	$
Technician III	$	$	$	$
Technician IV	$	$	$	$
Clerk I	$ -	$ -	$	$
Clerk II	$ -	$ -	$	$
Clerk III	$ -	$ -	$	$
Typist/Secretary I	$ -	$ -	$	$
Typist/Secretary II	$ -	$ -	$	$
Typist/Secretary III	$ -	$ -	$	$
Typist/Secretary IV	$ -	$ -	$	$
Graph Illus/Tech Writer I	$ -	$ -	$	$
Graph Illus/Tech Writer II	$ -	$ -	$	$
Graph Illus/Tech Writer III	$ -	$ -	$	$
Graph Illus/Tech Writer IV	$ -	$ -	$	$

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TSI

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Off-Site Rates Base FY09	Off-Site Rates Option FY10
Engineer I	$ -	$ -	$ -	$ -
Engineer II	$ -	$ -	$ -	$ -
Engineer III	$ -	$ -	$ -	$ -
Engineer IV	$ -	$ -	$ -	$ -
Engineer V	$ -	$ -	$ -	$ -
Engineer VI	$ -	$ -	$ -	$ -
Engineer VII	$ -	$ -	$ -	$ -
Engineer VIII	$ -	$ -	$ (b)(4)	$ (b)(4)
Analyst I	$ -	$ -	$ -	$ -
Analyst II	$ -	$ -	$ -	$ -
Analyst III	$ -	$ -	$ (b)(4)	$ (b)(4)
Analyst IV	$ -	$ -	$	$
Analyst V	$ -	$ -	$	$
Analyst VI	$ -	$ -	$ -	$ -
Analyst VII	$ -	$ -	$ (b)(4)	$ (b)(4)
Analyst VIII	$ -	$ -	$	$
Production Engineer I	$ -	$ -	$ -	$ -
Production Engineer II	$ -	$ -	$ -	$ -
Production Engineer III	$ -	$ -	$ -	$ -
Production Engineer IV	$ -	$ -	$ -	$ -
Production Engineer V	$ -	$ -	$ -	$ -
Production Engineer VI	$ -	$ -	$ -	$ -
Production Engineer VII	$ -	$ -	$ -	$ -
Production Engineer VIII	$ -	$ -	$ -	$ -
Programmer I	$ -	$ -	$ -	$ -
Programmer II	$ -	$ -	$ -	$ -
Programmer III	$ -	$ -	$ -	$ -
Programmer IV	$ -	$ -	$ -	$ -
Sr Principal Invest I	$ -	$ -	$ -	$ -
Sr Principal Invest II	$ -	$ -	$ -	$ -
Sr Principal Invest III	$ -	$ -	$ -	$ -
Sr Mgt / Tech Staff I	$ -	$ -	$ -	$ -
Sr Mgt / Tech Staff II	$ -	$ -	$ (b)(4)	$ (b)(4)
Sr Mgt / Tech Staff III	$ -	$ -	$	$
Sr Mgt / Tech Staff IV	$ -	$ -	$ -	$ -
Sr Mgt / Tech Staff V	$ -	$ -	$ -	$ -
Technician I	$ -	$ -	$ -	$ -
Technician II	$ -	$ -	$ -	$ -
Technician III	$ -	$ -	$ -	$ -
Technician IV	$ -	$ -	$ -	$ -
Clerk I	$ -	$ -	$ -	$ -
Clerk II	$ -	$ -	$ -	$ -
Clerk III	$ -	$ -	$ -	$ -
Typist/Secretary I	$ -	$ -	$ -	$ -
Typist/Secretary II	$ -	$ -	$ (b)(4)	$ (b)(4)
Typist/Secretary III	$ -	$ -	$ -	$ -
Typist/Secretary IV	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer I	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer II	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer III	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer IV	$ -	$ -	$ -	$ -

HQ0147-08-D-0004 Attachment 3

The Parker Group, Inc.

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Gov On-Site High Cola Base FY09	Gov On-Site High Cola Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$ -	$ -	$ -	$ -
Production Engineer II	$ -	$ -	$ -	$ -
Production Engineer III	$ -	$ -	$ -	$ -
Production Engineer IV	$ -	$ -	$ -	$ -
Production Engineer V	$ -	$ -	$ -	$ -
Production Engineer VI	$ -	$ -	$ -	$ -
Production Engineer VII	$ -	$ -	$ -	$ -
Production Engineer VIII	$ -	$ -	$ -	$ -
Programmer I	$ -	$ -	$ -	$ -
Programmer II	$ -	$ -	$ -	$ -
Programmer III	$ -	$ -	$ -	$ -
Programmer IV	$ -	$ -	$ -	$ -
Sr Principal Invest I	$ -	$ -	$ -	$ -
Sr Principal Invest II	$ -	$ -	$ -	$ -
Sr Principal Invest III	$ -	$ -	$ -	$ -
Sr Mgt / Tech Staff I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$ -	$ -	$ -	$ -
Technician I	$ -	$ -	$ -	$ -
Technician II	$ -	$ -	$ -	$ -
Technician III	$ -	$ -	$ -	$ -
Technician IV	$ -	$ -	$ -	$ -
Clerk I	$ -	$ -	$ -	$ -
Clerk II	$ -	$ -	$ -	$ -
Clerk III	$ -	$ -	$ -	$ -
Typist/Secretary I	$ -	$ -	$ -	$ -
Typist/Secretary II	$ -	$ -	$ -	$ -
Typist/Secretary III	$ -	$ -	$ -	$ -
Typist/Secretary IV	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer I	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer II	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer III	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer IV	$ -	$ -	$ -	$ -

HQ0147-08-D-0004 Attachment 3

Quantum

Labor Category Fully Burden LaborRates	Government - Site Rates Base FY09	Government - Site Rates Option FY10	Off-Site Rates Base FY09	Off-Site Rates Option FY10
Engineer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Engineer II	$	$	$	$
Engineer III	$	$	$	$
Engineer IV	$	$	$	$
Engineer V	$	$	$	$
Engineer VI	$	$	$	$
Engineer VII	$	$	$	$
Engineer VIII	$	$	$	$
Analyst I	$	$	$	$
Analyst II	$	$	$	$
Analyst III	$	$	$	$
Analyst IV	$	$	$	$
Analyst V	$	$	$	$
Analyst VI	$	$	$	$
Analyst VII	$	$	$	$
Analyst VIII	$	$	$	$
Production Engineer I	$ -	$ -	$ -	$ -
Production Engineer II	$ -	$ -	$ -	$ -
Production Engineer III	$ -	$ -	$ -	$ -
Production Engineer IV	$ -	$ -	$ -	$ -
Production Engineer V	$ -	$ -	$ -	$ -
Production Engineer VI	$ -	$ -	$ -	$ -
Production Engineer VII	$ -	$ -	$ -	$ -
Production Engineer VIII	$ -	$ -	$ -	$ -
Programmer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Programmer II	$	$	$	$
Programmer III	$	$	$	$
Programmer IV	$	$	$	$
Sr Principal Invest I	$	$	$	$
Sr Principal Invest II	$	$	$	$
Sr Principal Invest III	$	$	$	$
Sr Mgt / Tech Staff I	$	$	$	$
Sr Mgt / Tech Staff II	$	$	$	$
Sr Mgt / Tech Staff III	$	$	$	$
Sr Mgt / Tech Staff IV	$	$	$	$
Sr Mgt / Tech Staff V	$	$	$	$
Technician I	$	$	$	$
Technician II	$	$	$	$
Technician III	$	$	$	$
Technician IV	$	$	$	$
Clerk I	$	$	$	$
Clerk II	$	$	$	$
Clerk III	$	$	$	$
Typist/Secretary I	$	$	$	$
Typist/Secretary II	$	$	$	$
Typist/Secretary III	$	$	$	$
Typist/Secretary IV	$ -	$ -	$ -	$ -
Graph Illus/Tech Writer I	$ (b)(4)	$ (b)(4)	$ (b)(4)	$ (b)(4)
Graph Illus/Tech Writer II	$	$	$	$
Graph Illus/Tech Writer III	$	$	$	$
Graph Illus/Tech Writer IV	$ -	$ -	$ -	$ -