SOLICITATION, O	FFER AND AW	ARD		RACT IS A RATED OR 5 (15 CFR 700)	DER	RATING DX-C9	PAGE OI	F PAGES 71
2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOL	AND PROVIDE COST OF A SALES	5. DATE ISSUED	6. REQUISITION	/PURCHASE NO.		
HQ0147-14-C-0001	HQ0147-12-R-0005	[] SEALED F		17 Apr 2012	HQ0147430059			
7. ISSUED BY MISSUE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE	COD	1		ADDRESS OFFER TO	(If other than It	em7) C	ODE	
BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	TEL:			See Item 7		TEL:		
	FAX:					FAX:		
NOTE: In sealed bid solicitations "offer" and	"offeror" mean "bid" and "bidder"							
			OLICITA					
9. Sealed offers in original and	(1) A SOUTH AND A SOUTH AND A SOUTH							
handcarried, in the depository lo	cated in	(REFEREN	NCE SECTI	ON L)	until	(Hour) local t	(Date)	
CAUTION - LATE Submissions,	Modifications, and Witl	ndrawals: See See	ction L, Pr	ovision No. 52.214	-7 or 52.215-1.	August and an	100 100 1000	s and
conditions contained in this solic						-		84 (1846)
10. FOR INFORMATION A. NAME				lude area code) (NO (. E-MAIL ADDRES	S	
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12. In compliance with the above		THE REPORT OF THE REPORT OF THE	Company of the second se			Section and the section of the secti	less a different	period
is inserted by the offeror) from					ns upon which prie	ces are offered at	the price set o	pposite
each item, delivered at the desig		ne time specified	in the sch	edule.			_	_
 DISCOUNT FOR PROMPT (See Section I, Clause No. 52) 								
14. ACKNOWLEDGMENT OF		AMEND	DMENT NO	D. DATE	AME	NDMENT NO.	DA	TE
(The offeror acknowledges re to the SOLICITATION for c				_				
documents numbered and date							_	_
15A. NAME	CODE 5U755	_	FACILITY	d	16. NAME AND	TITLE OF PERS	ON AUTHOR	IZED TO
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OFFEROR				_				
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19. ACCEPTED AS TO ITEMS NUMBI	ERED 20. AM	OUNT \$73,361,422.0	00	21. ACCOUNTIN See Schedule	NG AND APPROPR	IATION		
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10 U.S.C. 2304(c)() 41 U.S.C. 2	ODE \$1002A			otherwise specified) WILL BE MADE BY		CODE HOOP	
24. ADMINISTERED BY (If other than DCMA ORLANDO	item /)	ODE STOOZA		DFAS COLUME	BUS - NAVY ACQUISIT		CODE HQ02	51
3555 MAGUIRE BOULEVARD ORLANDO FL 32803-3799				3990 E BROAD COLUMBUS O	STREET BLDG 21 H 43213			
26. NAME OF CONTRACTING OFFICE	R (Type or print)			22			28. AWARD	DATE
(b)(6)			-	²⁷ (b)(6)			28. AWARD 31-Oct-	
	EMAIL: (b)(6)			L. Construction	Concontacting Care		0.001	79.940.97.
IMPORTANT - Award will be m. Previous Edition is Unusable	ade on this Form, or on		6, or by ot 134	her authorized offic	ial written notice		ARD FORM 33 (RE	V 9.971

Section A - Solicitation/Contract Form

CONOPS AND CLIN STRUCTURE

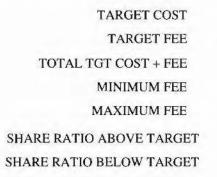
The Baseline Medium Range Ballistic Missile (MRBM) Launch Vehicle (LV) and support equipment (to include any required Carriage Extraction System (CES) for air launch) that meets all Type 1 requirements and contractorselected Type 2 requirements will be designed, and qualified under CLIN 0001 - MRBM Launch Vehicle (LV) (Non-Recurring). The NRE and first unit of 1) Ground Launch Equipment (Kit H-1), 2) Carriage Extraction System (Kit H-2), 3) Air Launch Equipment (Kit H-3), and the 4) Handling and Test Equipment (Kit H-4) will be delivered under CLIN 0001. Recurring manufacturing of Baseline MRBM LV (including the first unit) will be procured through CLIN 0002/0102 - MRBM Launch Vehicle (Recurring). Modified Ballistic Reentry Vehicles (MBRV) and cannisterized Associated Objects (AO) will be provided as government furnished equipment. Type 2 requirements not included in the Baseline design will be acquired through kits which will be designed and developed using CLIN 0003/0103 Kits (Non-Recurring). Each non-recurring kit development will result in the delivery of a kit which can be integrated with the Baseline LV. Subsequent kits will be manufactured using CLIN 0004/0104 Kits (Recurring). Kit integration will be included under CLIN 0003/0103 or 0004/0104. Kit H-3 (Air Launch Equipment) consumables will be procured with Kit H-2 (CES). Once manufactured and accepted, all MRBM LV and kit hardware and software will be transported, stored, maintained, and sustained using Contractor Logistics Support under CLIN 0005/0105 - Integrated Logistics Support (ILS) and CLIN 0006/0106 ILS Surge hours. Pre-Mission Analysis will be performed under CLIN 0007/0107 - Pre Mission Analysis. Pre-mission analysis for a planned target launch will be initiated by Government notification letter(s) providing initial mission requirements. Post mission analysis of the target's flight characteristics will be performed using CLIN 0008/0108 - Post Mission Analysis. Air Target Launch Preparation will be performed under CLIN 0009/0109 - Air Launch Preparation. Target launch preparation will be initiated by notification from the Government and will include target integration (to include GFE MBRV, kits, and GFE), ground test, and checkout sufficient to ensure target functionality and reliability. Target Launch Preparation activities for each target will conclude with Pre Ship Readiness Review (PSRR). Ground Target Launch Preparation will be performed under CLIN 0010/0110 - Ground Launch Preparation. Target launch preparation will be initiated with notification from the Government and will include target integration (to include GFE MBRV, kits, and GFE), ground test, and checkout, sufficient to ensure target functionality and reliability. Target Launch Preparation activities for each target will conclude with Pre Ship Readiness Review (PSRR). CLIN 0011/0111 - Air Target Launch Execution will be initiated by notification from the Government and will include integration with the test range, final launch preparation, countdown rehearsal, and launch. Air Target Launch Execution will include final integration and checkout prior to airplane integration, liftoff at the staging airfield, and air-ground communications/instrumentation verification at the staging airfield. Target Launch Execution will conclude with completion of the mission. CLIN 0012/0112 - Ground Target Launch Execution will be initiated by notification from the Government and will include integration with the test range, final launch preparation, countdown rehearsal, and launch. This effort will include final assembly, integration, and checkout of a target at a launch site (e.g. Pacific Missile Range Facility (PMRF) or Reagan Test Site (RTS)). Target Launch Execution will conclude with completion of the mission. Studies, analysis and engineering services will be acquired using task instructions issued against CLIN 0013/0113 - BMDS Engineering Services. Other Direct Costs and Data will be obtained under CLINs 0014/0114 - Other Direct Cost and 0015/0115 - Data respectively. Performance Incentive Fee is obtained in CLIN 0016 - Performance Incentive Pool.

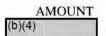
Note: CLINs 0003-0004, 0006-0012 and 0102-0115 are Option CLINs that may or not be exercised at the discretion of the Government.

(b)(4)

(b)(4)

ITEM NO 0001	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE
0001	MRBM Launch Vehicle (Non-Recurring)
	CPIF
	NRE and First Unit of Kits H1- H4 is priced and deliverable under CLIN 0001. See Statement of Objectives Section 2.1. Share ratio is (b) Governmen (b)(Contractor above and below target cost. Applicable PWS Paragraphs 1.1.1.2, 1.1.1.5, 1.1.1.6, 1.1.2.1, 1.1.2.3, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.6.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.8.1, 1.5.1.1, 1.5.1.2, 1.5.1.4, 1.5.1.5, 1.5.2.1, 1.5.2.2, 1.5.2.3, 1.6.1.1, 1.6.2.1, 1.6.5.1, 1.6.6.1,
	1.7.1.1, 1.7.2.1, 1.10.1.1, 1.10.3.1, 1.10.3.2, 1.10.3.3, 1.14.1.1, 1.14.2.1, & 2.4.2.1.
	CLIN 0001 effort includes $(b)(4)$ hours of effort proposed under the Head Start program, which is required for LV NRE effort, but is not reflected in the value of this CLIN. L-3 is entirely funding the Head Start Program at private expense. Head Start Program costs will not be charged to the Government. L-3 will
	disclose those Head Start Program costs to the Government. L-3 will provide Head Start Program work plans and accomplishments against the plans to the Government. Intellectual Proprty developed on the Head Start Program will be provided to the Government with unlimited data rights.





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(b)(4)

AMOUNT

ITEM NO SUPPLIES/SERVICES

000101

Inc Funding for CLIN 0001

ACRN AA

PURCHASE REQUEST NUMBER: HQ0147430059

ITEM	NO
0002	

SUPPLIES/SERVICES QUANTITY (b)(MRBM Launch Vehicle (Recurring)

FPI

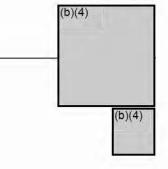
Contractor shall provide 6 targets IAW Statement of Objectives Section 2.2. Includes the target hardware and facilities directly associated with building the target system. Share ratio is(b) Government(b) Contractor above and below target cost and the ceiling price is(b)(4) of target cost. Applicable PWS Paragraphs 1.1.1.2, 1.1.1.5, 1.1.1.6, 1.1.2.1, 1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.6.1, 1.1.8.1, 1.5.1.1, 1.5.1.5, 1.6.1.1, 1.6.2.1, 1.6.4.1, 1.6.5.1, 1.6.6.1, 1.10.2.1, 1.10.3.1, 1.10.3.2, 2.4.2.1, 2.4.5.1, & 2.8.1.1.

UNIT

Each

UNIT PRICE

TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET



ITEM NO SUPPLIES/SERVICES

000201

SOTT LIES/SERVICES

Inc. Funding for CLIN 0002

ACRN AA

PURCHASE REQUEST NUMBER: HQ0147430059

AMOUNT

(b)(4)



(b)(4)

(b)(4)

AMOUNT

ITEM NO SUPPLIES/SERVICES 0003 OPTION

Kits (Non-Recurring)

CPIF

See Statement of Objectives, Section 2.3. Table L-12, Kits Non-recurring Development Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 6 times. Each exercise can include any combination of kit items from Table L-11. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. NRE and first unit of Kits A-G is priced and deliverable under CLIN 0003. Kit integration for first unit of Kits A-G will be priced under CLIN 0003. Share ratio is(b) Government(b) Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, 1.7.1.1, 1.7.2.1, & 2.4.2.1

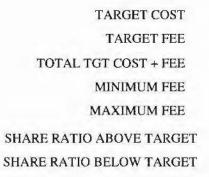
QUANTITY

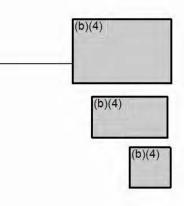
(b)

UNIT

Lot

UNIT PRICE

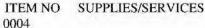




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AMOUNT



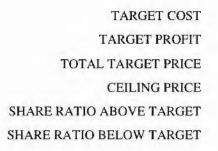
ERVICES QUANTITY

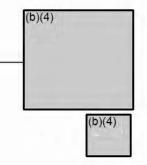
UNIT Lot UNIT PRICE

OPTION Kits (Recurring)

FPI

See Statement of Objectives Section 2.4. Table L-13, Kits Unit Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 6 times. Each exercise can include any number or combination of kit items from Table L-11. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. The contractor will provide unit pricing for each kit and the government will decide at a later date which kit or kits will be used for a particular mission. Kit integration for each kit produced will be priced under CLIN 0004. Kit H-3 consumables will be procured with Kit H-2 CES. Share ratio is (b) Government (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, & 2.4.2.1





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(b)(4)

AMOUNT

ITEM NO SUPPLIES/SERVICES **QUANTITY**

0005

0006

Integrated Logistics Support (ILS)

CPFF

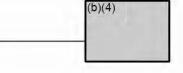
See Statement of Objectives Section 2.5. Labor costs associated with logistics support for targets. Logistics support costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor honrs. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

UNIT

Hours

ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

UNIT PRICE



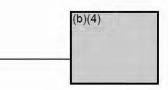
AMOUNT

b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE Hours OPTION **ILS Snrge** CPFF See Statement of Objectives Section 2.5. ILS Surge costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Honrs and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor

hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is nsed to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. These hours may be exercised in the event the hours are exhausted under CLIN 0005. If this CLIN is exercised the hours will be added to CLIN 0005. No funding will ever be added to this CLIN. This CLIN will be exercised in accordance with FAR 52.217-7 Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

> ESTIMATED COST FIXED FEE TOTAL EST COST + FEE



(b)(4)

AMOUNT

ITEM NO SUPP 0007

SUPPLIES/SERVICES QUANTITY



UNIT

Lot

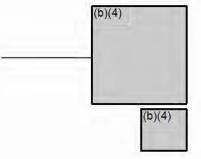
UNIT PRICE

0007 Option

FPI

Pre-Mission Analysis

See Statement of Objectives Section 2.6. Table L7, Pre-Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In particular, the contractor shall provide the pre-mission data products as defined in the government notification letter. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is Government(b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.1.1, 2.1.2.1, 2.2.1.1, 2.2.4.1, 2.3.1.1, 2.3.1.2, & 2.5.1.1.



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AMOUNT

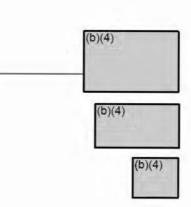
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0008		(b)	Lot	
OPTION	Post-Mission Analysis			

Post-Mission Analysis

CPIF

See Statement of Objectives Section 2.6. Table L-8, Post Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio i (b) Government (b) Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.2.2, 2.3.1.4, 2.4.1.1, 2.4.2.1, 2.4.4.1, 2.4.5.1, & 2.4.6.1.





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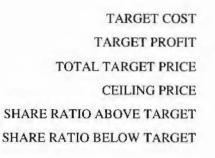
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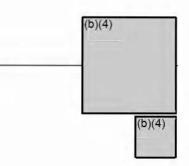
AMOUNT

ITEM NO 0009	SUPPLIES/SERVICES	QUANTITY (b)	UNIT Lot	UNIT PRICE	
OPTION	Air Target Launch Prepar	ation			

FPI

See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003 and 0004). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 7 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b) Government (b) Contractor above and below target cost and the ceiling price it (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.6.2.1, 2.8.1.1, & 2.13.1.1.

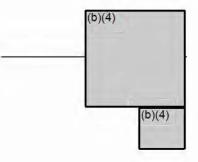




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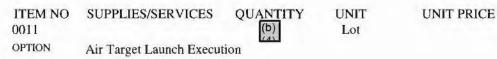
See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003 and 0004). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 7 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b) Governmen (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1., 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.6.2.1, 2.8.1.1, & 2.13.1.1.



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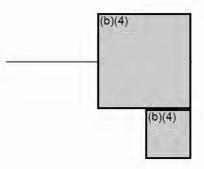
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AMOUNT



FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b) Government (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.



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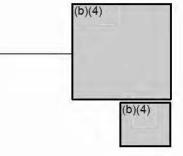
AMOUNT



FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 6 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is(b) Government(b) Contractor above and below target cost and the ceiling price is(b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

> TARGET COST TARGET PROFIT TOTAL TARGET PRICE **CEILING PRICE** SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET



ITEM NO 0013

SUPPLIES/SERVICES

QUANTITY UNIT Hours

(b)(4)

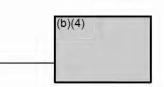
UNIT PRICE

BMDS Engineering Services

CPFF

Total DPLH (b)(4) See Statement of Objectives Section 2.8. Table L-14, Engineering Services Cost Plus Fixed Fee (CPFF) table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Contractor to propose cost plus fixed fee labor rate for this CLIN. NOTE: The contractor shall incur costs under this CLIN only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 13 - Task Instructions. Applicable PWS Paragraph 4.2.1.1.

> ESTIMATED COST FIXED FEE TOTAL EST COST + FEE



AMOUNT

(b)(4)

ITEM NO 0014	SUPPLIES/SERVICES Other Direct Costs	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT (b)(4)
	COST				
	This CLIN is to be utilized Logistics Snpport for trans common support equipme expenses and for travel. T expenses in support of CL NO FEE paid on this CLID Acquisition Threshold of justification for PCO appr	sportation, materia nt, facilities and sp his CLIN will be u IN 0013 in accord N. Any pnrchases/ \$100,000 will requ	l (i.e. peculiar pares/repair par tilized for mate ance with FAR /expenses abov tire the contrac	snpport equipment, rts), and, miscellaneous erial and miscellaneous 2 52.216-11. There is e Simplified	
				ESTIMATED COST	(b)(4)
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AM <u>OUNT</u>
0015	Data	(b)	Lot		
	FFP				
			alimarablac in	summent of CLINIS 0001	
	(b)(4) through 0015 as called ou			support of CLINs 0001	

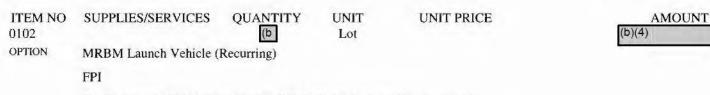
NET AMT

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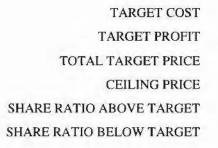
IES/SERVICES ance Incentive Po	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT (b)(4)
e Plan, as applical	ble. The parent CI vill be made via pu	.IN will be in	tion J Attachment 16, crementally funded via submitted periodically	
			ESTIMATED COST	(b)(4)
ES/SER VICES VED	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
			NET AMT	
ES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
ES/SER\ √ED	/ICES	VICES QUANTITY	VICES QUANTITY UNIT	VICES QUANTITY UNIT UNIT PRICE

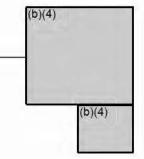
NET AMT

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See Statement of Objectives Section 2.2. Includes the target hardware and facilities directly associated with building the target. Table L-5, LV recurring unit costs will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 or more, up to 12 times (for a maximum quantity of 12 units). Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.1.2, 1.1.1.5, 1.1.1.6, 1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.1.2.7, 1.1.2.8, 1.1.3.5, 1.1.3.6, 1.1.4.1, 1.1.4.2, 1.1.4.3, 1.1.4.5, 1.1.4.6, 1.1.4.7, 1.1.5.2, 1.1.5.5, 1.1.5.6, 1.1.5.7, 1.1.5.8, 1.1.5.9, 1.1.6.1, 1.1.8.1, 1.5.1.1, 1.5.1.5, 1.6.1.1, 1.6.2.1, 1.6.4.1, 1.6.5.1, 1.6.6.1, 1.10.2.1, 1.10.3.1, 1.10.3.2, 2.4.2.1, 2.4.5.1, & 2.8.1.1.





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(b)(4)

AMOUNT

ITEM NO 0103

SUPPLIES/SERVICES QUANTITY

OPTION

Kits (Non-Recurring)

CPIF

See Statement of Objectives, Section 2.3. Table L-12, Kits Non-recurring Development Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 12 times. Each exercise can include any combination of kit items from Table L-11, and will result in delivery of a single unit. Kit integration for each unit of kits A-G will be priced under CLIN 0103. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is (b) Governmen (b) Contractor above and below target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, 1.7.1.1, 1.7.2.1, & 2.4.2.1.

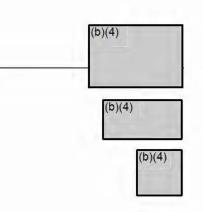
(b)

UNIT

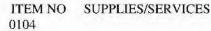
Lot

UNIT PRICE

TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET



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RVICES QUANTITY

UNIT PRICE

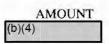
UNIT

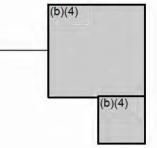
Lot

OPTION Kits (Recurring)

FPI

See Statement of Objectives Section 2.4. Table L-13, Kits Unit Costs table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. This option may be exercised in increments of 1 up to 12 times. Each exercise can include any number or combination of kit items from Table L-11. Kit integration for each kit produced will be priced under CLIN 0104. Kit H-3 consumables will be procured with Kit H-2 CES. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. The contractor will provide unit pricing for each kit and the government will decide at a later date which kit or kits will be used for a particular mission. Share ratio is (b) Government (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.5, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 1.6.2.1, & 2.4.2.1.





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ITEM NO SUPPLIES/SERVICES QUANTITY

0105 OPTION

UNIT UNIT PRICE Hours

Integrated Logistics Support (ILS)

CPFF

See Statement of Objectives Section 2.5. Labor costs associated with logistics support for targets. Logistics support costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is nsed to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

ESTIMATED COST FIXED FEE TOTAL EST COST + FEE



(b)(4)

HQ0147-14-C-0001

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ITEM NO	SUPPLIES/SERVICES
0106	
OPTION	ILS Surge

nuo ourg

CPFF

See Statement of Objectives Section 2.5. ILS Surge costs for targets will include, but not be limited to transportation, sustainment, inventory management of LV modules or integrated LV (whichever is applicable), and preventative maintenance. Table L-15, ILS Hours and Dollars table will be incorporated in the CLIN Pricing Table attachment in Section J of the coutract. In the performance of this CLIN, the contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLHs are defined as prime contractor, consultant, and subcontractor actual direct fully burdened labor hours. The estimated number of DPLH multiplied by the DPLH rate is used to estimate the CLIN value. Contractor to propose 100% of hours proposed in CLIN 0005. These hours may be exercised in the event the hours are exhausted under CLIN 0105. If this CLIN is exercised the hours will be added to CLIN 0105. No funding will ever be added to this CLIN. This CLIN will be exercised IAW FAR Option Clause 52.217-7. Applicable PWS Paragraphs 2.8.2.1, 2.8.3.1, 2.8.3.2, 2.8.3.3, & 2.8.4.1.

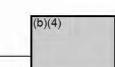
QUANTITY

UNIT

Hours

ESTIMATED COST FIXED FEE TOTAL EST COST + FEE

UNIT PRICE

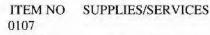


AMOUNT (b)(4)

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(b)(4)

AMOUNT



QUANTITY (b)

UNIT

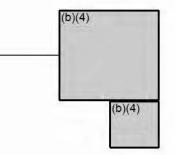
Lot

UNIT PRICE

OPTION Pre-Mission Analysis

FPI

See Statement of Objectives Section 2.6. Table L-7, Pre-Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. In particular, the contractor shall provide the pre-mission data products as defined in the government notification letter. NOTE: This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is(b) Government.(b Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.1.1, 2.1.2.1, 2.2.1.1, 2.2.4.1, 2.3.1.1, 2.3.1.2, & 2.5.1.1.



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ITEM NO 0108

OPTION

Post-Mission Analysis

CPIF

See Statement of Objectives Section 2.6. Table L-8, Post Mission Analysis Unit Cost table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. NOTE: This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). This CLIN will be exercised IAW FAR Option Clause 52.217-7. Share ratio is(b) Government(b) Contractor above and below target and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.1.2.2, 2.3.1.4, 2.4.1.1, 2.4.2.1, 2.4.4.1, 2.4.5.1, & 2.4.6.1.

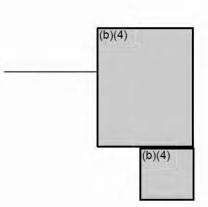
(b)

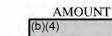
UNIT

Lot

TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET

UNIT PRICE

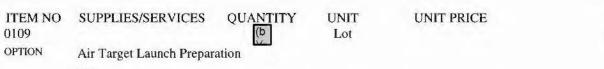




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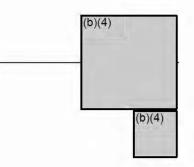
(b)(4)

AMOUNT



FPI

See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003/0103 and 0004/0104). This option may be exercised in increments of 1 up to 13 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is(b) Governmen(b) Contractor above and below target cost and the ceiling price is(b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.8.1.1, & 2.13.1.1.



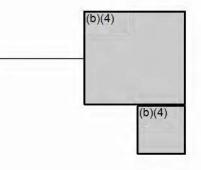
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(b)(4)

AMOUNT

ITEM NO 0110	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	
OPTION	Ground Target Launch Pr	eparation			
	FPI				

See Statement of Objectives Section 2.7. Includes all labor and materials required to prepare a target for launch (Note: Kit integration costs are priced under CLINs 0003/0103 and 0004/0104). This option may be exercised in increments of 1 up to 13 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-9, Target Launch Prep Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is(b) Governmen (b) Contractor above and below target cost and the ceiling price is (D)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 1.1.7.1, 1.1.7.2, 1.1.7.3, 1.1.7.4, 1.1.7.7, 1.1.7.9, 1.1.7.10, 1.1.7.11, 2.6.1.1, 2.8.1.1, & 2.13.1.1.



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(b)(4)

AMOUNT

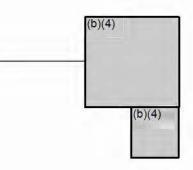


FPI

See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is (b Government (b) Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET

UNIT PRICE



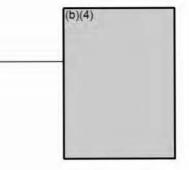
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0112		(b)	Lot	
OPTION	Ground Target Launch Ex	Contraction of the local sector of the local s		

FPI

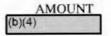
See Statement of Objectives Section 2.7. Includes all labor and material directly related to Launch Execution. This option may be exercised in increments of 1 up to 12 times. Should this option be exercised, a new CLIN number will be issued each time (for funding purposes only). Table L-10, Launch Execution Unit Price table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Share ratio is (b) Government(b)(Contractor above and below target cost and the ceiling price is (b)(4) of target cost. The Government will complete the values below for this CLIN upon contract award using the values provided in the Offeror's CLIN pricing tables. Applicable PWS Paragraphs 2.2.2.1 & 2.2.3.1.

> TARGET COST TARGET PROFIT TOTAL TARGET PRICE CEILING PRICE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET



ITEM NO 0113 OPTION	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4) Hours	(b)(4)
OFTION	BMDS Engineering Services CPFF	
	Total DPLH: (b)(4) See Statement of Objectives Section 2.8. Table L-14, Engineering Services Cost Plus Fixed Fee (CPFF) table will be incorporated in the CLIN Pricing Table attachment in Section J of the contract. Contractor to propose cost plus fixed fee labor rate for this CLIN. NOTE: The contractor shall incur costs under this CLIN only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. This CLIN will be utilized IAW Section J Attachment 13 Task Instructions . Applicable PWS Paragraph 4.2.1.1.	
	ESTIMATED COST	(b)(4)
	(b)(4)	

TOTAL EST COST + FEE



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Logistics Su common sup expenses and expenses in s NO FEE pai Acquisition	upport for tran pport equipment of for travel. The support of Cluid on this CLU Threshold of	nsportation, mater ent, facilities and s This CLIN will be LINs 0113 in acco IN. Any purchase	ial (i.e. peculiar spares/repair pa utilized for mator ordance with FA s/expenses abov quire the contract	ctor to provide price	
Logistics Su common sup expenses and expenses in s NO FEE pai Acquisition	upport for tran pport equipment of for travel. The support of Cluid on this CLU Threshold of	nsportation, mater ent, facilities and a Fhis CLIN will be LINs 0113 in acco IN. Any purchase \$100,000 will rec	ial (i.e. peculiar spares/repair pa utilized for mator ordance with FA s/expenses abov quire the contract	r support equipment, urts), and miscellaneous terial and miscellaneous AR 52.216-11. There is ve the Simplified ctor to provide price	
				ESTIMATED COST	(b)(4)
ITEM NO SUPPLIES/	/SERVICES	QUA <u>NTI</u> TY	UNIT	UNIT PRICE	AMOUNT
0115		(b)	Lot		(b)(4)
OPTION Data					
FFP (b)(4)		Data item	deliverables in	support of CLINs 0101	
				tequirements List	

NET AMT

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives (SOO) and other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement. The SOO is located in Section J Attachment 1.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (APR 2009)

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 current National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

CLAUSES INCORPORATED BY FULL TEXT

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense A	gency, MDA/DACT
Attn (b)(6)	
5222 Martin Road	, Von Braun II
Redstone Arsenal,	AL 35898
(b)(6)	

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Section E - Inspection and Acceptance

GOVERNMENT ACCEPTANCE

See Section J Attachment 9, Acceptance Criteria

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	Government	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	Government	N/A	Government
000201	N/A	N/A	N/A	Government
0003	N/A	Government	N/A	Government
0004	N/A	Government	N/A	Government
0005	N/A	Government	N/A	Government
0006	N/A	Government	N/A	Government
0007	N/A	Government	N/A	Government
0008	N/A	Government	N/A	Government
0009	N/A	Government	N/A	Government
0010	N/A	Government	N/A	Government
0011	N/A	Government	N/A	Government
0012	N/A	Government	N/A	Government
0013	N/A	Government	N/A	Government
0014	N/A	Government	N/A	Government
0015	N/A	Government	N/A	Government
0016	N/A	Government	N/A	Government
0100	N/A	Government	N/A	Government
0101	N/A	Government	N/A	Government
0102	N/A	Government	N/A	Government
0103	N/A	Government	N/A	Government
0104	N/A	Government	N/A	Government
0105	N/A	Government	N/A	Government
0106	N/A	Government	N/A	Government
0107	N/A	Government	N/A	Government
0108	N/A	Government	N/A	Government
0109	N/A	Government	N/A	Government
0110	N/A	Government	N/A	Government
0111	N/A	Government	N/A	Government
0112	N/A	Government	N/A	Government
0113	N/A	Government	N/A	Government
0114	N/A	Government	N/A	Government
0115	N/A	Government	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of SuppliesFixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost	MAY 2001
	Reimbursement	
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

1	litle	Number	Date	Tailoring		
1)	Missile Defense	Missile Defense Agency Assurance Provisions (MAP) (Unclassified)				
	Number	Date	Tailoring			
	MDA-QS-001-M with Change #1	MAP, Kev A	26 Oct 2006			

2) Missile Defense Agency Parts Materials and Processes Mission Assurance Plan (PMAP) (Unclassified),

NumberDateTailoringMDA-QS-003-PMAP, Rev B29 Feb 2012

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A	
000101	N/A	N/A	N/A	N/A
0002	POP 04-JUN-2013 TO 30-DEC-2016	N/A	N/A FOB: N/A	
000201	N/A	N/A	N/A	N/A
0003	POP 03-JAN-2013 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0004	POP 01-JUL-2013 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0005	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0006	POP 01-JUL-2015 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0007	POP 01-JUL-2013 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0008	POP 01-APR-2014 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0009	POP 01-APR-2014 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0010	POP 01-APR-2014 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0011	POP 01-APR-2014 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0012	POP 01-APR-2014 TO 25-SEP-2018	N/A	N/A FOB: N/A	
0013	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A	

N/A

N/A

0014	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A
0015	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A
0016	POP 20-DEC-2012 TO 25-SEP-2018	N/A	N/A FOB: N/A
0100	N/A	N/A	N/A
0101	N/A	N/A	N/A
0102	POP 01-JAN-2015 TO 02-DEC-2019	N/A	N/A FOB: N/A
0103	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0104	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0105	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0106	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0107	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0108	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0109	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0110	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0111	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0112	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0113	POP 01-JAN-2016 TO 02-DEC-2019	N/A	N/A FOB: N/A
0114	POP 01-JAN-2015 TO 02-DEC-2019	N/A	N/A FOB: N/A
0115	POP 01-JAN-2015 TO 02-DEC-2019	N/A	N/A FOB: N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to	FEB 2006
	DOD Air or Water Terminal Transshipment Points	
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property JUN 2003	
MDA F-02	MILESTONE EVENTS AND PERIOD OF	APR 2009
	PERFORMANCE	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20142015 D 2520 YG_ST05P_FY14 TC-V0-FY1415 71TC 255 AMOUNT: \$1,000,000.00 CIN HQ01474300590001: \$800,000.00 CIN HQ01474300590002: \$200,000.00

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clanse)

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2012)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

(b)(6)	THE R LEWIS
Organizational Code:	
Telephone Number: (b)	(6)
E-Mail Address: (b)(6)	

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is anthorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (t	o)(6)
Organiza	ational Code: MDA/TC
Telephon	ne Number: (b)(6)
	Address: (b)(6)

The COTR under this contract is:

Name:		
Organizational Code:	MDA/XXX	
Telephone Number:		
E-Mail Address:		@mda.mil

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)		
Organizational Co	ode: MDA/DACT	
Telephone Numb	er:	
E-Mail Address:	(b)(6)	

For detailed information regarding eSRS visit http://www.acq.osd.mil/dpap/pdi/eb/index.html.

CLAUSES INCORPORATED BY FULL TEXT

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (SEP 2009)

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 and Receiving Reports, 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 as described at

http://www.dfas.mil/contractorpay/electroniccommerce/wideareaworkflow.html using the appropriate Service Acceptor's DoDAAC (MDA/NCR is HQ0006, MDIOC is H95001, MDA/HSV is HQ0147). When nsing WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR 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 http://www.wawftraining.com/ and on the 'live' site 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 DECC Ogden Electronic Business Service Desk CONUS ONLY: 1-866-618-5988 COMMERCIAL: 801-605-7095 DSN: 338-7095 FAX COMMERCIAL: 801-605-7453 FAX DSN: 388-7453 cscassig@csd.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.

OR

b. 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. Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

CLAUSES INCORPORATED BY FULL TEXT

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 Amount Estimated funds exhaustion date:

0001 (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (JUN 2012)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Labor Hours performed for the billing period. For this contract a Labor Hour is defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences. Each invoice for Labor Hours shall contain a statement by the Contractor as to the cumulative percentage of Labor Hours invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In uo case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of Labor Hours performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

CLAUSES INCORPORATED BY FULL TEXT

G-10 SEGREGATION OF COSTS (MAY 2005)

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

CLAUSES INCORPORATED BY FULL TEXT

G-11 PERFORMANCE-BASED PAYMENTS (APR 2011)

a. This clause applies to CLINs 0002. Pursuant to FAR Clause 52.232-32, Performance-Based Payments, the Government and the Contractor have agreed to utilize the Performance-Based payments process to liquidate the dollars associated with the aforementioned CLINs. The liquidation rate will be in accordance with FAR 32.1004. Upon successful completion of each performance event/milestone as identified under Section F, the Contractor may submit an invoice in the amount identified for each performance event/milestone.

b. The contractor shall use commercial invoices to make payment requests for completed performance events/milestones. The information cited on the commercial invoice shall be in accordance with FAR 52.232-32(1) and (m). Invoices may be in contractor format except for the last program milestone for which the contractor shall submit a final DD250. This will close out this program and allow for liquidation of the remaining amount. The Government shall approve payment of each invoice within 10 days after receipt of the invoice or else provide rationale as to why approval has not been granted within that timeframe.

c. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

CLAUSES INCORPORATED BY FULL TEXT

G-13 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

MDA H-08 PUBLIC RELEASE OF INFORMATION JUL 2013

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (Apr 2009)

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease Employer's Liability including all occupational disease	As required by Federal and State law \$100,000 per accident
when not covered by Workmen's Compensation above	
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-09 ORGANIZATIONAL CONFLICT OF INTEREST (Mar 2010)

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 planned interests which relate to work under this contract;

(2) the Contractor does not obtain 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 unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and 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 contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Section J Attachment 23 of this contract.

c. Access to and Use of Government Information: If the Contractor, in performance of this contract, obtains access to Government information, or other program related 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:

(1) use such information for any private purpose;

(2) compete for work based on such information until one year after such information is released or otherwise made available to the public;

(3) submit an unsolicited proposal to the Government based on such information;

(4) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to treat proprietary data in accordance with the provisions of FAR 9.505-4. The Contractor shall enter into a written agreement for the protection of the proprietary data of others and exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. 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 (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.

g. 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 or take other appropriate actions.

(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.

h. Government Indemnity: The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized nse or disclosure of third party information data or software by the Contractor, its employees, subcontractors or agents.

CLAUSES INCORPORATED BY FULL TEXT

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

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 clanse 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.

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 (Nov 2012)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4 Missile Defense Agency Attn: Access Control Center

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5700 18th Street, Bldg 245 Fort Belvoir, VA 22060-5573 571-231-8249 571-231-8099 FAX ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency, JPAS SMO Code: DDAAUH Attn: Visitor Control Bldg 5224 Martin Road Redstone Arsenal, AL 35898 256-450-3215 256-450-3222 FAX MDAvisitorcontrolincominghsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency, SMO Code: DDAAUJ Attn: Visitor Control 720 Irwin Drive, BIdg 720 Room 125 Schriever AFB, CO 80912 719-721-0362 719-721-8399 FAX dosscosvar@mda.mil

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

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (SEP 2013)

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 facilitating the employee's return of all government issued credentials, e.g., badges, common access cards (CACs), SIPRNet tokens. Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current visit authorization request/letter;
- (2) cancel Government issued credentials pursuant to the visit authorization request/letter; and,
- (3) terminate the MDA LAN account/access privileges.

c. In addition to actions related to MDA access control, the contractor shall maintain accountability for Government issued credentials provided under this contract. Government issued credentials are the property of the U.S. Government and shall not be retained by cardholders upon expiration, replacement, or when the DoD affiliation of employees has been terminated. The contractor shall coordinate with the COR to ensure government issued

credentials are retrieved in accordance with local command or installation procedures. Unanthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

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

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

H-24 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (Dec 2010)

a. Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP DODI 8510.01) and the MDA Information Assnrance Program Plan (MDA Plan 8500.02-P).

b. The contractor shall be responsible for all the certification and accreditation functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DoDI 8510.01.

c. The contractor shall be responsible for Information Assurance Training, Certification, and Workforce Management in accordance with DODD 8570.01 and DOD 8570.01-M Information Assurance Workforce Improvement Program.

CLAUSES INCORPORATED BY FULL TEXT

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared nuder this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any donbt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Anthorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data relying on its own corporate best practices and the terms and conditions of this contract assumes no responsibility for the distribution of such technical data and will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

1. DISTRIBUTION - [PCO, Insert the appropriate distribution statement and complete the statement, if necessary, to include the applicable controlling office.]

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

h. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

The terms and conditions herein constitute the entire contract and understanding of the parties and shall supersede all other communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. All proposal documentation including, but not limited to, red line contract terms and conditions, red line statements of work and/or ground rules and assumptions are hereby void and carry no force or affect as it pertains to the interpretation or operation of the langnage of the instant contract nor should such language be used to provide meaning to any of the terms or conditions contained herein.

CLAUSES INCORPORATED BY FULL TEXT

H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are nnder separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the

exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

Company Name	Contract # and Description	ACA Purpose
xxx	Complete as A	Appropriate

e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.

f. The Contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into this contract.

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

CLAUSES INCORPORATED BY FULL TEXT

H-34 AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION (Nov 2010)

All technical data (as defined in DFARS 252.227-7013 and DFARS 252.227-7014) furnished by the Government is in an "as is" condition without any warranty as to its accuracy, completeness, or adequacy. The contractor shall use this technical data at its own risk. The Government assumes no responsibility for such furnished data/documentation nor will the Government have any liability for equitable adjustments to the terms and conditions of this contract should such data/documentation prove to be inaccurate, incomplete, or otherwise defective.

CLAUSES INCORPORATED BY FULL TEXT

H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.

h. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be nsed, and an explanation of the restrictions imposed and potential risks and liabilities.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

CLAUSES INCORPORATED BY FULL TEXT

H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section J.

b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor's request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

CLAUSES INCORPORATED BY FULL TEXT

H-39 COMPLIANCE WITH FAR 52.219-14, LIMITATION ON SUBCONTRACTING (FEB 2012)

a. The period of time used to determine compliance with FAR 52.219-14, Limitation on Subcontracting, will be the base contract period of performance or ordering period in the case of an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract. Small business contractors do not have to comply with the percentage of the cost of contract performance incurred for each individual order placed under an IDIQ. In the case of Options, the Option periods will be used to determine compliance.

b. A concern is defined at FAR 19.001. For the purpose of making affiliation findings see FAR 19.101.

c. Pursuant to 13 CFR Section 121.103(h), a joint venture may or may not be in the form of a separate legal entity.

d. In accordance with 13 CFR Section 125.6(i), if the contractor is a joint venture and meets the following requirements, compliance with the "50% rule" will apply to the cooperative effort of the joint venture, not its individual members:

- (1) The joint venture contractor is exempt from affiliation under 13 CFR Section 121.103(h)(3); and,
- (2) The joint venture contractor qualifies as a small business concern.

CLAUSES INCORPORATED BY FULL TEXT

H-40 INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS (APR 2012)

The legal authority to indemnify contractors for unusually hazardous risks for research, development and testing activities is 10 USC 2354. Previous indemnification from other contracts does not carry over to this resulting contract. The Contractor may request indemnification for effort under this contract at any time. Contractor requests for indemnification must be prepared in accordance with the requirements of FAR 50.104-3. The MDA will fairly process request(s) in good faith to the applicable approving authority within the Department of Defense. The MDA will not, however, make adjustments to the estimated cost or schedule of this contract if indemnification is not granted through this process.

CLAUSES INCORPORATED BY FULL TEXT

H-41 COST ESTIMATING METHODS (MAY 2012)

The following cost estimating methods shall be used as requested by the Government:

a. Planning Estimate - The purpose of a planning estimate is to support Government planning. Planning estimates may only be requested by the PCO. A planning estimate shall be provided to the Government in 1-2 calendar days. This estimate is very limited in scope, involves minimal pricing ground rules and assumptions from the Government, and is generally comprised of ranges/parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.

b. Rough Order of Magnitude (ROM) - The purpose of a ROM estimate is to support Government budgetary decisions and potential authorization of unpriced actions in the event there is insufficient time for a Notto-Exceed (NTE) estimate. ROM estimates may only be requested by the PCO. ROM estimates shall be provided to the Government within 5 calendar days. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level SOW, schedule, and equipment lists. The ROM estimate is not generated based ou formal Basis of Estimates (BOEs) and by design provides limited supporting rationale. Subcontractor input will be included if schedule allows. Documentation provided shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government. c. Not-to-Exceed (NTE) - The purpose of an NTE estimate is to support critical Government budgetary decisions, and a binding basis on which to issue unpriced actious. NTEs may only be requested by the PCO. NTE estimates shall be provided to the Government within 10 calendar days or as designated by the PCO. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate shall be based on Basis of Estimate (BOEs) and estimated materials (as required), including supporting rationale. Applicable subcontractor input shall be included as required. Documentation required shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government. The Contractor's NTE must be valid for a minimum of one hundred eighty (180) calendar days.

H- PERFORMANCE INCENTIVE FEE

Performance Incentive Fee (DACT/APR 2012)

(b)(4)

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Section I - Contract Clauses

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52.202-1	Definitions	JAN 2012
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	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	r JAN 1997
52.203-10	Improper Activity Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-10	Limitation On Payments To Influence Certain Federal	OCT 2010
52.205-12	Transactions	001 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontrac Awards	tJUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting	AUG 2013
	With Contractors Debarred, Suspended, or Proposed for Debarment	11002010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing DataModifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Certified Cost or Pricing Data or	OCT 2010
	Information Other Than Certified Cost or Pricing Data Modifications	
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing DataModifications (Oct 2010) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost ContractNo Fee	APR 1984
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
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52.222-3	Convict Labor	JUN 2003

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52 222 20	Walsh Haslay Public Contracts Act	OCT 2010
52.222-20 52.222-21	Walsh-Healey Public Contracts Act Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-20	Equal Opportunity Equal Opportunity for Veterans	SEP 2010
52.222-35	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-30	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-50	Employment Eligibility Verification	AUG 2003
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2001 MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	AUG 2011
54.445-10	While Driving	A00 2011
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright	DEC 2007
	Infringement	220 2007
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007
52.227-11	Patent Rights-Ownership By The Contractor	DEC 2007
52.227-14	Rights in DataGeneral	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.228-9	Cargo Insurance	MAY 1999
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development	APR 1984
	Coutracts	
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
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	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds TransferSystem for Award	JUL 2013
	Management	
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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
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252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And	APR 2012
	Hazardous Materials	
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and CanadaSubmission after Award	
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7008	Restriction on Acquisition of Speciality Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7021	Trade Agreements	AUG 2013
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	DEC 2006
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	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and	MAY 2013
	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent RightsOwnership by the Contractor (Large Business)	JUN 2012
252.227-7039	PatentsReporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7002	Earned Value Management System	MAY 2011
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.235-7003	Frequency Authorization	DEC 1991
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

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252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Contract Termination or	OCT 2010
	Reduction	

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52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

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52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as need in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by 30 cents for every dollar that the total allowable cost is less than the target cost or decreased by 30 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 0 percent or less than 0 percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unnsually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997)

(a) General. The supplies or services identified in the Schedule as Items 0002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (b)(4) Any supplies or services that are to be (1) ordered separately under, or otherwise added to, this contract and (2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission. (1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree--

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

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(2) If the Contractor fails to submit the data required by subparagraph (1) above within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) above, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) above by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) above, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less 30 percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus 30. percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) above shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that--

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices. (1) Pending execution of the contract modification (see paragraph (e) above), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) below that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) above. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing--

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established--increased or decreased in accordance with subparagraph (d)(2) above, when the amount stated under subdivision (ii), immediately above, differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (1)(iv) above exceeds the sum due the Contractor, as computed in accordance with subdivisions (1)(i), (ii), and (iii) above, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-ofcost basis. The Contractor shall--

(1) Insert in each price redetermination or incentive price revision subcontract the substance of paragraph (g), above, and of this paragraph (h), modified to omit mention of the Government and to reflect the position of the Contractor as purchaser and of the subcontractor as vendor, and to omit that part of subparagraph (g)(2) above relating to tax credits; and

(2) Include in each cost-reimbursement subcontract a requirement that each lower-tier price redetermination or incentive price revision subcontract contain the substance of paragraph (g) above and of this paragraph (h), modified as required by subparagraph (1) above.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) above are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of snpplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(1) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the timeframe specified in the Section J Option Exercise Table attachment. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 60 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within written notice to

the Contractor in accordance with the contract period of performance 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 <u>84</u> months/7 years.

(End of clanse)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is anthorized under this contract if the overtime premium cost does not exceed 1.5 times the hourly rate or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clanse, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochloroflnorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----

The Contractor shall insert the name of the substance(s).

(End of clanse)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (1) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ------- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (b) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g.,

the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title nuder this clanse is reported in writing to the Contracting Officer.

(5) In order to acquire for its own nse or dispose of property to which title is vested in the Government nnder this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

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(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment:

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Coutent of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of clause)

252.228-7005 ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (DEC 1991)

(a) The Contractor shall report promptly to the Administrative Contracting Officer all pertinent facts relating to each accident involving an aircraft, missile, or space launch vehicle being manufactured, modified, repaired, or overhauled in connection with this contract.

(b) If the Government conducts an investigation of the accident, the Contractor will cooperate and assist the Government's personnel until the investigation is complete.

(c) The Contractor will include a clause in subcontracts under this contract to require subcontractor cooperation and assistance in accident investigations.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0002 is incrementally funded. For these item(s), the sum of 200,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least <u>90</u> days prior to the date when, in the Contractor's best jndgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent

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period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract if fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$200,000.00

(month) (day), (year) \$----

(month) (day), (year) \$----

(month) (day), (year) \$----(End of clause)

252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the anthor(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC		ACT	1. CONTRACT ID CODE			PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 14-Dec-2012	0	UISITION/	PURCHASE REQ. NO.	5. PR	DJECT NO. (f applicable)
	DE N63394	7. ADN	INISTERE	D BY (If other than Item 6)	COD		S2101A
NSWC, PORT HUENEME DIVISION		_	DCM	A Baltimore		1	
4363 Missile Way, BLDG 1217			217 E	AST REDWOOD STR	EET, SI	UITE 1800	
Port Hueneme CA 93043-4307			BALT	IMORE MD 21202-529	99		
(b)(6)							
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State, and Zip Code)			9A. AMENDMENT OF SC		DN NO.	
Gryphon Technologies 6301 Ivy Lane Suite 300							
Greenbelt MD 20770				9B. DATED (SEE ITEM 1	(1)		
			[X]	10A. MODIFICATION OF	CONTRAC	CT/ORDER N	Э.
				N00178-04-D-40		2	
				10B. DATED (SEE ITEM	13)		
CAGE 05TP2 F/ CODE F/	ACILITY CODE			22-Dec-2011			
11. T	HIS ITEM ONLY APPLIES TO	AMEND	MENTS (OF SOLICITATIONS	_		
and this amendment, and is received prior to the o 12. ACCOUNTING AND APPROPRIATION DATA							
	TEM APPLIES ONLY TO MO DIFIES THE CONTRACT/OR				RS,		
(*) A. THIS CHANGE ORDER IS ISSUED		Contraction of the second second second			DE IN TH	E CONTRAC	T ORDER NO. I
ITEM 10A.							
[] B. THE ABOVE NUMBERED CONTR. date, etc.)SET FORTH IN ITEM 14, PL				TIVE CHANGES (such as c	hanges in	paying office	, appropriation
[] C. THIS SUPPLEMENTAL AGREEME	ENT IS ENTERED INTO PURSUANT	TO AUTHOR	ITY OF:				
[X] D. OTHER (Specify type of modification FAR 43.103(b)	on and authority)						
E. IMPORTANT: Contractor [X] is not, []							
14. DESCRIPTION OF AMENDMENT/MODIFICATI SEE PAGE 2	ION (Organized by UCF section head	lings, includi	ng solicitati	ion/contract subject matter w	vhere feas	ible.)	
	t)	16A. NA	ME AND TI	TLE OF CONTRACTING OF	FICER (T)	pe or print)	
15A. NAME AND TITLE OF SIGNER (Type or prin		11.5.4	-				
		(b)(- 20	Contracting Offic	cer	100 547	
	15C. DATE SIGNED	16B. UN	ITED STAT	Contracting Offic	cer		E SIGNED
15A. NAME AND TITLE OF SIGNER (Type or prin 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UN	ITED STAT		cer	16C. DAT	
15B. CONTRACTOR/OFFEROR		16B. UN	ITED STAT	TES OF AMERICA ure of Contracting Officer) STAN		14-Dec-2	012

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GENERAL INFORMATION

This Modification is issued for administrative purposes to facilitate continued contract performance due to the transition of SBX MI responsibilities to the Missile Defense Agency (MDA). This Modification is authorized in accordance with DFARS 204.7001(c).

Supplies and services already acquired under N00178-04-D-4061/FC02 shall remain solely under this contract for purposes of Government inspection, acceptance, payment, and closeout. Any future options exercised will be accomplished under continued contract number HQ0147-13-C-0004. The effective date of this transfer to MDA is 22 December 2012.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

he total amo	unt of funds obligated to the task	is hereby ^{(b)(4)}
(4)		
he total valu	e of the order is hereby ^{(b)(4)}	
)(4)		

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Target Cost	Target Fee	CPIF
		<u>.</u>	(b)(4)		
4000	Base Year Labor - (b)(4) LH	(e)/ ()		
	SBX Mission				
	Integration O&S				
	Support				
	See Note A (TBD)	(b)(4)			
	Max Fee				
	Min Fee	La sea	X		
	Government Overrun Sh	Sarda national and subscription of the Auropean)		
	Government Underrun S	hare Line			
400001	Base Year Labor -				
	SBX Mission				
	Integration O&S				
	Support - TI 001,				
	TI 002, and TI				
	003				
	(OTHER)				
400002	Base Year Labor -				
	SBX Mission				
	Integration O&S				
	Support - TI 001,				
	TI 002, and TI				
	003				
	(OTHER)				
400003	Funding Document				
100000	-				
	1300257019-00003				
	in support of SBX				
	Mission				
	Integration O&S				
	support - TI 001,				
	TI 002, and TI				
	003				
	(RDT&E)				
400004	Funding Document				
	- 1300257019-00005				
	in support of SBX				
	- TI 001, TI 002,				
	and TI 003				
	(RDT&E)				
	Funding Document				

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	1300257019-0 in support o Mission Integration TI 001, TI 0 and TI 003 (RDT&E)	f SBX O&S -				
Item	Supplies/Ser	vices Qty Ur	nit Est. Cost		Fee 	CPFF
4100	Base Year La Surge SBX Mission Integration Support See Notes B (TBD) Option	D&S	LH (b)(4)			
Item	Supplies/Ser	vices Qty Ur	nit Target Cost	Target :	Fee	CPIF
4200		O&S nd B				
Item		177.5	nit Est. Cost		Fee 	
4300	Option Year Labor Surge SBX Mission Integration Support See Notes B (TBD) Option	O&S	LH (b)(4)			
Item		Contraction of the second seco	nit Target Cost	The second secon		CPIF
4400	Option Year Labor - SBX Mission Integration Support See Note A a. (TBD)	D&S	(b)(4)			

CONTRA N00178-		DELIVERY OF FC02	DER NO.	AMEN 11	DMENT/MOD	IFICATION	NO. PAGE 3 of 82	FINAL	
	Option Max Fee Min Fee Government Ov Government Un		are Line	(4) (b)(4)					
Item	Supplies/Serv	ices	Qty Uni	t 	Est. (Cost	Fixed	d Fee	CPFF
4500	Option Year 2 Labor Surge SBX Mission Integration O Support See Notes B a (TBD) Option	&S	(4) LH	(b)	(4)				
For OD	C Items:								
Item	Supplies/Serv	ices	Qty Uni	t 	Est. (Cost			
6000	Base Year ODC See Note D (T		1.0 LC	(b)	(4)				
600001	TI 001, TI 00 TI 003 Base Y ODC - SBX Mis Integration O Support	ear sion							
	(OTHER)								
600002	TI 001, TI 00 TI 003 Base Y ODC - SBX Mis Integration O Support - TI TI 002, and T 003	ear sion &S 001,							
	(OTHER)								
	Funding Docum - 1300257019 Mission Integration O TI 001, TI 00 and TI 003 (RDT&E) Eunding Docum	&S - 2,							
600004	Funding Docum - 1300257019 SOW. TI 001 002, and TI 0 (RDT&E)	IAW , TI							

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600005 Funding Document -1300257019-00004 in support of SBX Mission Integration O&S support - TI 001, TI 002, and TI 003 (RDT&E) 600006 Funding Document 1300257019-00006 in support of SBX - TI 001, TI 002, and TI 003 (RDT&E) 600007 Funding Document 1300257019-00008 in support of SBX Mission Integration O&S support - TI 001, TI 002, and TI 003 (RDT&E) (b)(4)6010 1.0 LO Base Year 1 Travel ODC Surge See Note B, C, D (TBD) Option (b)(4)6100 1.0 LO Option Year 1 ODC See Notes B and D (TBD) Option (b)(4) 6110 Option Year 1 1.0 LO Travel ODC Surge See Note B, C, D (TBD) Option (b)(4)6200 Option Year 2 1.0 LO ODC See Notes B and D (TBD) Option (b)(4) 6210 Option Year 2 1.0 LO Travel ODC Surge

See Note B, C, D

A CONTRACTOR AND A CONTRACTOR	ACT NO. 3-04-D-4061	DELIVERY OR FC02	DER NO.	AMENDMENT/M 11	IODIFICATION N	IO. PAGE 5 of 82	FINAL]
	(TBD) Option							
For Co	ost Type Items	:						
Item	Supplies/Ser	vices	Qty Unit	z Targe	t Cost	Target	Fee	CPIF
7000	Option Year Labor - SBX Mission Integration Support See Note A a (TBD) Option Max Fee	0&5) LH	(b)(4) (4)	1			
	Min Fee Government C Government C		a second a second a second sec	b)(4)				
Item	Supplies/Ser	vices	Qty Unit	Est	. Cost	Fixed	Fee	CPFF
7100	Option Year Labor Surge SBX Mission Integration Support See Notes B (TBD) Option	0&5	4) LH	(b)(4)				
Item	Supplies/Ser	vices				Target		CPIF
7200	Option Year Labor - SBX Mission Integration Support See Note A a (TBD) Option Max Fee Min Fee Government C Government C	O&S and B Overrun Sha	(b)(4 Are Line (k	4)				
Item	Supplies/Ser		Qty Unit	E Est		Fixed		CPFF
7300	Option Year Labor Surge SBX Mission Integration Support		(4) LH	(b)(4)				

the forest states and states	Carl Contraction and Contracti	DELIVERY ORDE FC02	r no.	AMENDMENT/MODIFICATION NO.	PAGE 6 of 82	FINAL
	See Notes B a (TBD) Option	nd C				
For OI	DC Items:					
Item	Supplies/Serv	ices	Qty Uni	t Est. Cost		
9000	Option Year 3 ODC See Notes B an (TBD) Option		1.0 LO	(b)(4)		
9010	Option Year 3 Travel ODC Su See Note B, C (TBD) Option	rge	1.0 LO	(b)(4)		
9100	Option Year 4 ODC See Notes B am (TBD) Option		1.0 LO	(b)(4)		
9110	Option Year 4 Travel ODC Su See Note B, C (TBD) Option	rge	1.0 LO	(b)(4)		

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is (b)(4) man-hours per year, with the mix recommended in Attachment 9 in Section J (excludes estimate man-hours for surge). The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

NOTE B: OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

NOTE C: SURGE

If the Government determines that an increased LOE or travel is required, the Government reserves the right to exercise "surge" option CLINs for additional hours or travel in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE or travel dollars may be re-aligned under labor or travel CLINs for each task identified in the SOW. The Government estimate is (b)(4) man-hours per year (b)(4) for labor surge option items and (b)(4) per year for travel surge option items (b)(4) Offerors should propose surge options with the same labor mix and composite rate as the basic effort. All surge labor CLINs should be proposed as CPFF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC). All surge travel

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ODC CLINs are cost only.

NOTE D: OTHER DIRECT COSTS

The Government estimates total ODCs for this TO to be(b)(4) (excludes ODC for travel surge). The Government estimate for ODCs for the travel surge CLINs is ODCs should be proposed as prescribed in Section L 4.4.1.3.

CLAUSES INCORPORTED IN FULL TEXT:

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire TO is cost type. The CLINs for the base labor requirements are Cost Plus Incentive Fee (CPIF), the CLINs for surge are Cost Plus Fixed Fee and ODC CLINs are Costs Only.

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I. Offeror shall fill in the below table wherever "\$TBD" is indicated.

The first incentive fee calculation will be at the end of the second year of the TO.

	Target fee shall be (b)(4)	Maximum fee shall be $(b)(4)$
(b)(4)		

(1) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraph.

Labor Items	Labor Hours	Target Cost	Target Fee	Total Amount
CLIN 4000	(b)(4)	(b)(4)	(b)(4)	(b)(4)
CLIN 4200				
CLIN 4400	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Rate/Hour				
CLIN 7000	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Rate/Hour				
CLIN 7200	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Rate/Hour				

New Weighted Average Loaded Labor Rates (WALLR):

(i) The *final* CPIF target cost for CLIN 4000 (and if to the extent Options are exercised) Option CLIN(s) 4200, 4400, 7000 and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

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(ii) The *final* CPIF target fee for CLIN 4000 (if and to the extent Options are exercised) Option CLIN(s) 4200, 4400, 7000, and 7200 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hr in the target fee column of the preceding table.

(iii) The share ratio for the CPIF portion of the fee structure is (b)(4) for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this TO for further information on how the target cost and target fee are determined and the fee earned is calculated.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ-B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 6000, 6010, 6100, 6110, 6200, 6210, 9000, 9010, 9100, 9110)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SBX-1 Mission Integration Statement of Work

CLIN 4000, 4200, 4400, 7000, and 7200 Mission Integration O&S Support Services shall be performed IAW the Statement of Work (SOW) below. All non-labor costs (i.e., travel, licensing agreements, training costs, incidental material, etc.) shall be billed against ODC CLINs 6000, 6010, 6100, 6110, 6200, 6210, 9000, 9010, 9100, 9110. Applicable sections are identified in the SOW.

1.0 Scope

This SOW defines the Mission Integration (MI) support services, research and development, engineering, analysis, configuration management, information technology management, supply, programmatic, functional, and administrative tasking required in support of operation and sustainment of the Sea-Based X-Band Radar (SBX-1). The efforts under this TO will enable the SBX-1 to meet its operational requirements during and after transition from the Missile Defense Agency (MDA) to the US Navy. Task performance will primarily take place onboard SBX-1, with additional requirements at NSWC Port Hueneme, CA (NSWC PHD); Huntsville, Alabama; Pearl Harbor, HI; Dutch Harbor, AK; San Diego, CA; San Francisco, CA; and Washington, District of Columbia (DC).

1.1. Background

The SBX-1 was developed by the MDA and is a component of the Ballistic Missile Defense System (BMDS). In accordance with the MDA charter, when BMDS components reach Spiral Capability Delivery (SCD), they are to be transitioned to a lead service. A Memorandum of Agreement (MOA) was signed between the head of the MDA and the Chief of Navy Operations (CNO) in September 2008, establishing the framework for the transition and transfer of SBX-1 to the US Navy. The SBX-1 Navy Transition Office (NTO) has been established and NSWC PHD has been designated to lead the Mission Integration Operations and Sustainment of SBX-1.

The SBX-1 consists of an advanced radar system mounted on a modified oil-drilling vessel designed for exceptional stability in high winds and storms. The platform's mobility allows the Warfighter to relocate SBX-1 to accommodate future "layers" of the BMDS.

SBX-1 tracks, discriminates, and assesses long-range ballistic missiles as part of the Ground-Based Midcourse Defense (GMD) system. The X-Band radar itself, which sits atop a floating platform, is the largest, most sophisticated phased array, electro-mechanically steered X-hand radar in the world. It consists of thousands of antennae driven by transmit/receive (T/R) modules. The X-band radar provides the full fire control sensor functions for the GMD system,

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including search, acquisition, tracking, discrimination, and kill assessment.

The MI contractor provides overall coordination of the radar, platform, and mission integration activities. MI activities include Operation and Sustainment (O&S) of the Non-BMDS Electronic Systems which included: SBX-1 Non-Mission Communications (NMC) systems; Weather and Air Surveillance (WxASR) system; Integrated Electronic Security System (IESS); and Direct-to-Sailor Entertainment system. Other MI activities included storeroom operations; Forward Support Team (FST) operations; Maintenance Integration/ de-confliction; Facility Security (FSO) and Information System Security Officers (ISSO); Configuration Management (CM); and mission planning/management.

The SBX WxASR system provides coverage by utilizing two WxASR systems; one unit is mounted Port Forward, and the other is mounted Starboard Aft. The WxASR, when in weather mode (WX), detects, collects, and processes weather products to warn ship personnel of severe weather phenomena. In Air Search (AS) mode, aircraft can be detected up to 45,000 ft in altitude. A second trace is created out to 80 nautical miles and provides warning of aircraft intrusion around the vessel. MI provides for the operation and maintenance of the WxASR system and equipment.

MI NMC technicians maintain the SBX-1 NMC equipment providing internal communication onboard SBX-1 as well as data transfers between SBX-1 and most external locations not associated with the GMD Communications Network (GCN). NMC includes telephone services, Internet Web browsing, email, a SECRET level Virtual Private Network (VPN) with nodes onboard SBX-1 and at Vendor Depots.

IESS provides alarms, access, and camera surveillance of designated areas of the vessel. Monitoring of the system is performed by the SBX Security contractor while the MI staff maintains and supports the systems.

The FSO has been responsible for tasks such as, but not limited to, providing security training, processing visit requests, handling classified documents, etc. The ISSO has been responsible for tasks such as, but not limited to, information assurance, network security, etc.

The FST travels to the location of departure to process spares, materials, supplies, and personnel for transfer to and from the SBX-1. Also provides the processing of incoming and outgoing shipments of goods and arranging for movement of personnel to support crew rotation and vendor support visits. On Site Support Center (OSSC) personnel provide for shipping, receiving, inventory control, and property management of materials aboard the SBX-1.

Mission planning and management is accomplished by the Mission Director, coordinating efforts between the appropriate agencies and platform payloads.

Maintenance integration, de-confliction, and coordination are accomplished by a coordinated

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effort between payloads, the MI Maintenance Manager and Controller/Scheduler. As a BMDS asset, some maintenance must be coordinated through the BMDS Operational Schedule and Weekly Activity Message process. CM tasks associated with maintenance and upgrades are supported by MI personnel.

1.2. Applicable Paragraphs

The following paragraphs and functional service areas of SeaPort Enhanced (SeaPort-e) MAC are applicable to this TO:

Basic SOW Paragraph Task Requirements

- 3.1 Research and Development Support
- 3.2 Engineering, System Engineering and Process Engineering Support
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support N/A
- 3.5 System Design Documentation and Technical Data Support N/A
- 3.6 Software Engineering, Development, Programming, and Network Support N/A
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support
- 3.8 Human Factors Engineering Support
- 3.9 System Safety Engineering Support
- 3.10 Configuration Management (CM) Support
- 3.11 Quality Assurance (QA) Support
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information
- Technology (IT) Support
- 3.13 Ship Inactivation and Disposal Support N/A
- 3.14 Interoperability, Test and evaluation, Trials Support
- 3.15 Measurement Facilities, Range, and Instrumentation Support N/A
- 3.16 Logistics Support
- 3.17 Supply and Provisioning Support
- 3.18 Training Support
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support N/A
- 3.20 Program Support
- 3.21 Administrative Support

2.0 Applicable Documents

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

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2.1. MILITARY SPECIFICATIONS AND STANDARDS

MIL-STD-1388-1 LOGISTIC SUPPORT ANALYSIS

MIL-STD-1388-2 DOD REQUIREMENTS FOR A LOGISTIC SUPPORT ANALYSIS RECORD

MIL-STD-130 DEPARTMENT OF DEFENSE STANDARD PRACTIVCE IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY

MIL-STD-481 MILITARY STANDARD, CONFIGURATION CONTROL-ENGINEERING CHANGES (SHORT FORM), DEVIATIONS AND WAIVERS

MIL-STD-973 CONFIGURATION MANAGEMENT

2.2. OTHER GOVERNMENT DOCUMENTS

BS ISO 10007 QUALITY MANAGEMENT – GUIDELINES FOR CONFIGURATION MANAGEMENT

DOD-STD-480 CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS

DOD 8570.01-M INFORMATION ASSURANCE WORKFORCE IMPROVEMENT PROGRAM

DOD-STD-2167A MILITARY STANDARD, DEFENSE SYSTEM SOFTWARE DEVELOPMENT (29 FEB 1988)

DOD-STD-1703(NS) SOFTWARE PRODUCT STANDARDS (S/S BY MIL-STD-498)

DOD 8320.02-G GUIDANCE FOR IMPLEMENTING NET-CENTRIC DATA SHARING

OOK INTERACTIVE COMPUTER AIDED PROVISIONING SYSTEM

ISO 9001:2000 QUALITY MANAGEMENT SYSTEMS REQUIREMENTS NPO SBX CM PLAN (DRAFT)

COMSC INSTRUCTION 5521.1A SECURITY SCREENING OF PERSONS WITH ACCESS TO MSC SHIPS

2.3. TECHNICAL DOCUMENTATION LIBRARY

THE TECHNICAL DOCUMENTATION LIBRARY IS A LIBRARY OF DOCUMENTS RELATED TO THE NON-BMDS ELECTRONIC SYSTEMS AND OPERATION OF SBX-1. THE LIST OF DOCUMENT FILES CAN BE FOUND AS ATTACHMENT 6 IN

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SECTION J AND WILL BE PROVIDED AS GFI.

3.0 TASK REQUIREMENTS

THE CONTRACTOR SHALL PERFORM DUTIES AS THE MISSION INTEGRATOR FOR O&S OF THE SBX-1 AND IN ADDITION SHALL OPERATE, MAINTAIN, AND SUSTAIN THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS, WHICH ARE THE IESS, WXASR, DIRECT TO SAILOR ENTERTAINMENT SYSTEM, AND NMC (SEE ATTACHMENT 5 - GOVERNMENT FURNISHED EQUIPMENT (GFE) IN SECTION J). THE CONTRACTOR SHALL INTEGRATE THE O&S ACTIVITIES OF THE FOLLOWING SEPARATELY CONTRACTED ELEMENTS: X-BAND RADAR (XBR); PLATFORM HULL; MECHANICAL AND ELECTRICAL; PHYSICAL SECURITY FORCE; IN-FLIGHT INTERCEPTOR COMMUNICATIONS SYSTEM (IFICS) DATA TERMINAL (IDT): GCN: EMBEDDED TEST, OFF-SHORE SUPPORT VESSEL (OSV); AND THE NON-BMDS ELECTRONIC SYSTEMS. THE CONTRACTOR SHALL SUPPORT THE NAVY PROGRAM OFFICE VESSEL SITE MANAGER IN EXECUTION OF DAILY SBX-1 OPERATIONS AND INTEGRATION OF BMDS TEST EVENTS. THE CONTRACTOR SHALL ALSO PROVIDE SHORE-SIDE SUPPLY CHAIN AND LOGISTICS SUPPORT IN THE SBX-1 AREA OF OPERATIONS TO FACILITATE AVAILABILITY OF SUNDRIES. MATERIALS, AND SPARES AS WELL AS PROCESSING PERSONNEL FOR TRANSIT TO SBX-1.

THE CONTRACTOR SHALL FURNISH ALL LABOR, FACILITIES, MATERIAL, AND EQUIPMENT EXCEPT FOR MATERIAL, FACILITIES, AND EQUIPMENT TO BE PROVIDED BY THE GOVERNMENT AND LISTED IN EACH TECHNICAL INSTRUCTIONS (TI) AS GOVERNMENT FURNISHED INFORMATION (GFI), GOVERNMENT FURNISHED MATERIAL (GFM), GOVERNMENT FURNISHED PROPERTY (GFP), AND GFE. SPECIFIC TASKING WILL BE IN ACCORDANCE WITH TI.

THE CONTRACTOR SHALL COLLECT, INSPECT, VALIDATE, AND DELIVER DATA; OPERATE, MAINTAIN, AND MONITOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS; ASSESS PROBLEMS; RECOMMEND CORRECTIVE ACTIONS; AND MAKE REPAIRS, TEST, AND MONITOR AS REQUIRED BY TI.

3.1. RESEARCH AND DEVELOPMENT SUPPORT

3.1.1. DESIGN AND DEVELOPMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO DESIGN AND DEVELOPMENT:

PREPARE, REVIEW, OR SUPPORT THE DESIGN OF IMPROVEMENTS TO EXISTING

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SBX-1 NON-BMDS ELECTRONIC SYSTEMS OR EQUIPMENT. ALL DESIGNS AND DESIGN CHANGES SHALL BE DOCUMENTED IN THEIR AS-BUILT CONFIGURATION AND PRESENTED AS LEVEL II OR LEVEL III DRAWINGS AND SPECIFICATIONS, UNLESS OTHERWISE REQUESTED IN THE TI. PRESENTATION SHALL BE IN ELECTRONIC FORMAT ACCESSIBLE TO GOVERNMENT PERSONNEL AS REQUESTED IN THE TI.

3.2. ENGINEERING, SYSTEM ENGINEERING AND PROCESS ENGINEERING SUPPORT

3.2.1. ENGINEERING AND TECHNICAL SUPPORT SERVICES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENGINEERING AND TECHNICAL SUPPORT SERVICES:

PROVIDE ENGINEERING AND TECHNICAL SUPPORT FOR THE OPERATION, MAINTENANCE, SUSTAINMENT, INTEGRATION, TEST, REPAIR, AND ENGINEERING RELATED LOGISTICS OF SBX-1. PROVIDE THE PROCUREMENT OF MATERIAL INCIDENTAL TO THE PERFORMANCE OF THE SUPPORT SERVICES TASKED HEREIN. PROVIDE MAINTENANCE, LIFE-CYCLE MANAGEMENT, AND RELATED SERVICES FOR SBX-1 NON- BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS. (INCIDENTAL MATERIAL SHALL BE APPLIED TO CLINS 6000, 6100, 6200, 9000, AND 9100)

ENGINEERING SUPPORT REQUIRES VALUE ENGINEERING; SYSTEMS INTEGRATION; REVERSE ENGINEERING; SAFETY AND FAILURE ANALYSIS; DEMILITARIZATION/DISPOSAL ENGINEERING BOTH ON SBX-1 AND IN OTHER LOCATIONS.

TECHNICAL SUPPORT REQUIRES MAINTENANCE AND REPAIRS; QUALITY ASSURANCE AND SAFETY INSPECTIONS; DATA ENTRY AND SUPPLY CHAIN LOGISTICS ACTIVITIES.

3.2.2. SYSTEMS INTEGRATIONS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SYSTEMS INTEGRATION:

PROVIDE INTEGRATION FOR ALL ELEMENTS TO SUPPORT OPERATIONS AND SUSTAINMENT INCLUDING MAINTENANCE PLANNING AND AUTHORIZATION, VESSEL MOVEMENTS, SHIPYARD PLANNING, CREW ROTATION SCHEDULING, FST LOCATION AND OPERATIONS, MATERIAL MOVEMENTS, AND TEST EVENT COORDINATION.

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ESTABLISH AND MAINTAIN CONTACT WITH GOVERNMENT AGENCIES TO INTEGRATE, FACILITATE, AND DE-CONFLICT VESSEL MOVEMENTS, SATELLITE AVAILABILITY, ASSET STATUS, INCREASE IN REDCON, AND AREAS OF OPERATION.

PROVIDE CENTRALIZED GUIDANCE AND DIRECTION FOR IDENTIFYING, REPORTING, AND DOCUMENTING ISSUES.

COORDINATE THE STAFFING ROTATION ABOARD SBX-1 AND COORDINATE FUELING AND MATERIAL DELIVERIES FROM THE OSV.

COORDINATE SBX-1 ACTIVITIES WITH THE SBX-1 SUSTAINMENT OPERATIONS AT NSWC PHD TO SUPPORT ASSET PROGRAM VISIBILITY AND LOGISTICS COORDINATION.

COORDINATE SBX-1 RADAR OPERATIONS, DE-CONFLICTING OPERATIONS, OBTAINING PERMISSIONS, EXECUTING CHECKLIST, COORDINATING SAFETY PRECAUTIONS, VESSEL CONDITIONS, MONITORING RADAR OPERATIONS, AND RETURNING TO NORMAL VESSEL OPERATIONS.

3.2.3. ENGINEERING CHANGE PROPOSAL (ECP) PREPARATION

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ECP PREPARATION:

PREPARE, REVIEW, ANALYZE, AND ASSESS ENGINEERING CHANGE PROPOSALS FOR THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS AND MAKE RECOMMENDATIONS FOR ENGINEERING CHANGE ORDERS AND TECHNICAL DIRECTIVES WITH SUPPORTING RATIONALE.

ASSESS SBX-1 VESSEL AND PAYLOAD ECPS FOR POTENTIAL IMPACTS AND RISK TO THE O&S OF SBX.

DELIVER AND PRESENT ECPS THROUGH THE CONFIGURATION CONTROL BOARD PROCESS CONTAINED IN THE NPO SBX-1 JOINT CONFIGURATION MANAGEMENT PLAN (DRAFT) PROVIDED AS GFI.

3.2.4. ENGINEERING INVESTIGATIONS AND ANALYSES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENGINEERING INVESTIGATIONS AND ANALYSES:

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PERFORM ON-SITE ENGINEERING INVESTIGATIONS, ANALYSIS, AND STUDIES TO EVALUATE NON-BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS AS WELL AS RELIABILITY, MAINTAINABILITY, AVAILABILITY, LOGISTICS SUPPORT, AND CONFIGURATION STATUS IN ACCORDANCE WITH APPLICABLE DRAWING SPECIFICATIONS. PARTICIPATE IN OTHER SBX-1 EQUIPMENT ANALYSIS SUPPORT ACTIVITIES.

PROVIDE ENGINEERING SUPPORT TO COLLECT DATA IN SUPPORT OF THE MATERIAL AND FAILURE REVIEW PROCESSES, NON-CONFORMANCE CLOSURES, FAULT TREE PREPARATION, ROOT CAUSE ANALYSIS AND COMPLIANCE WITH CM PLANS.

COLLECT AVAILABLE MAINTENANCE AND/OR TEST DATA, ANALYZE DATA, IDENTIFY TRENDS OR PROBLEMS AFFECTING MISSION REQUIREMENTS, AND SUBMIT RECOMMENDATIONS WITH ASSOCIATED RATIONALE FOR CHANGES TO DESIGN OR MAINTENANCE REQUIREMENTS TO IMPROVE AVAILABILITY AND PERFORMANCE.

PROVIDE ENGINEERING ANALYSIS SUPPORT FOR SBX-1 PAYLOAD INTERFACE ISSUE RESOLUTION. THE TASKS SHALL INCLUDE PERFORMING ENGINEERING INVESTIGATIONS AND RESEARCH; FAILURE ANALYSIS; DATA COLLECTION AND ANALYSIS; MATERIAL, PROCESS, AND MANUFACTURING ANALYSIS; AND ELECTRICAL AND MECHANICAL INVESTIGATIONS.

ORGANIZE AND ATTEND ON-SITE WORKING SESSIONS IN THE FLEET TO RESOLVE PROBLEMS AND IMPROVE PERFORMANCE IN THE AREAS OF MAINTENANCE AND OPERATION. REPORT THE RESULTS ALONG WITH RECOMMENDATIONS AND THE BASIS FOR THOSE RECOMMENDATIONS AS SPECIFIED IN THE TI.

3.2.5. ENVIRONMENTAL IMPACT STATEMENTS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO ENVIRONMENTAL IMPACT STATEMENTS:

PREPARE OR REVIEW SBX-1 ENVIRONMENTAL IMPACT STATEMENTS AND ASSESSMENTS FOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, COMPONENTS, OPERATIONS, AND FACILITIES.

PROVIDE WRITTEN REPORTS ON FINDINGS WITH ASSUMPTIONS MADE AND RECOMMENDATIONS.

3.3. MODELING, SIMULATION, STIMULATION, AND ANALYSIS SUPPORT

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3.3.1. SCIENTIFIC / ENGINEERING ANALYSES AND STUDIES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SCIENTIFIC/ENGINEERING ANALYSES AND STUDIES:

EVALUATE PROPOSED SBX-1 ENGINEERING CHANGES, PERFORM FEASIBILITY STUDIES, AND INVESTIGATE AND RESOLVE ISSUES IN THE AREAS OF TECHNOLOGY APPLICATION, INSERTION, ITEM PERFORMANCE, OBSOLESCENCE, AND RELIABILITY IN THE NON-BMDS ELECTRONIC SYSTEMS.

SUBMIT FINDINGS TO INCLUDE ANY ASSUMPTIONS MADE OR RATIONALE USED IN ARRIVING AT RECOMMENDATIONS AND CONCLUSIONS.

3.3.2. OPERATIONS RESEARCH SUPPORT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO OPERATIONS RESEARCH SUPPORT:

PERFORM RESEARCH, ANALYSIS, AND INVESTIGATIONS TO SUPPORT OPERATIONS OF THE SBX-1; THESE MAY INCLUDE STUDIES OF SBX-1 OPERATIONAL AVAILABILITY, OPERATIONAL AREAS, FST LOCATIONS, TRANSIT ROUTES, SUPPLY CHAIN MANAGEMENT, TRANSITION PROCESS REDUCTIONS, REDCON SUPPORT ANALYSIS, AND CONOPS REVISIONS.

CONSTRUCT, MODIFY, AND/OR PERFORM STATISTICAL/ANALYTICAL INVESTIGATIONS OF THE NON-BMDS ELECTRONIC SYSTEMS TO IDENTIFY OPPORTUNITIES TO ENHANCE O&S OF THE SYSTEMS.

3.3.3. FAILURE AND FIELD PERFORMANCE ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO FAILURE AND FIELD PERFORMANCE ANALYSIS:

INVESTIGATE FAILURES AND NON-COMPLIANCES OF NON-BMDS ELECTRONIC SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS TO ISOLATE THE CAUSATIVE DEFECT AND RECOMMEND CORRECTIVE ACTIONS.

PERFORM AN ANALYSIS OF SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT PERFORMANCE THROUGH AN ASSESSMENT OF DATA GENERATED DURING MAINTENANCE, TESTING, OR TRAINING EXERCISES.

3.3.4. TELECOMMUNICATIONS ELECTRONICS MATERIAL PROTECTED

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FROM EMANATING SPURIOUS TRANSMISSIONS (TEMPEST) ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEMPEST ANALYSIS:

PROVIDE ENGINEERING ANALYSIS FOR SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS FOR TEMPEST CONSIDERATIONS. THESE TEMPEST INVESTIGATIONS REQUIRE PREPARATION OF TEMPEST CONTROL PLANS, EVALUATIONS, TESTING, CERTIFICATION REPORTS, AND TEMPEST REPORTS.

3.3.5. TEST ACTIVITY SUPPORT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST ACTIVITY SUPPORT:

SUPPORT ALL SBX-1 TEST ACTIVITIES INCLUDING, BUT NOT LIMITED TO, TRANSITION FROM OPERATIONAL TO TEST ENVIRONMENTS, AND COORDINATION/DE-CONFLICTION OF PAYLOAD TEST SUPPORT ACTIVITIES.

PARTICIPATE IN TEST EVENT PLANNING; VESSEL POSITIONING; COORDINATE TEST SCHEDULES; PREPARING INPUTS FOR TEST PLANS; REVIEWING TEST PLANS AND PROCEDURES; CONDUCTING TEST EVENTS; PROCESSING OF TEST EVENT PERSONNEL AND EQUIPMENT; AND PREPARING FORMAL REPORTS.

TEST AND EVALUATE COMPUTER PROGRAMS, EQUIPMENT, MODULES, AND COMPONENTS.

SUBMIT EVALUATIONS ALONG WITH THE RATIONALE FOR THESE EVALUATIONS TO THE GOVERNMENT.

WITNESS AND EVALUATE SYSTEM INTEGRATION OR INTERFACE TESTING AND MAKE RECOMMENDATIONS TO IMPROVE TESTING.

3.3.6. TEST PLANS AND PROCEDURES

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST PLANS AND PROCEDURES:

INTEGRATE, COORDINATE, AND DEVELOP SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT TEST PLANS FROM SBX-1 PROGRAM REQUIREMENTS.

EVALUATE AND ANNOTATE TEST PLANS ORIGINATED BY OTHER AGENCIES/CONTRACTORS PROVIDED AS GFI. EVALUATION OF PLANS AND

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PROCEDURES SHALL BE FOR COMPLIANCE WITH REQUIREMENTS SPECIFIED IN THE TI FOR ADEQUACY TO DEMONSTRATE OR CONTROL SYSTEM, SUBSYSTEM, EQUIPMENT, AND COMPONENT QUALITY AND PERFORMANCE, AND FOR EASE OF IMPLEMENTATION, IN ACCORDANCE WITH DETAILED REQUIREMENTS.

SUBMIT AN EVALUATION REPORT ON THE ADEQUACY OF SUCH PLANS AND PROVIDE RATIONALE AND ASSUMPTIONS MADE.

DEVELOP DETAILED TEST PROCEDURES IMPLEMENTING TEST PLAN REQUIREMENTS IN AREAS THAT REQUIRE ENVIRONMENTAL AND BIOLOGICAL HAZARD ANALYSIS, RADIOGRAPHIC PROCEDURES, CHEMICAL PROCEDURES, ELECTRONIC AND ELECTRICAL PROCEDURES, EXPLOSIVE COMPONENT PROCEDURES, MECHANICAL AND HYDRAULIC PROCEDURES, AND THERMAL PROCEDURES.

3.3.7. TEST DATA COLLECTION/REVIEW/ANALYSIS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO TEST DATA COLLECTION/REVIEW/ANALYSIS:

COLLECT, REVIEW, AND ANALYZE SYSTEM, SUBSYSTEM, EQUIPMENT, OR COMPONENT TEST DATA AND PERFORM PRE-TEST METHODOLOGY ANALYSES AS DIRECTED BY TI.

3.3.8. TESTS – SPECIAL

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SPECIAL TESTS:

COLLECT RESULTS OF TESTS AND PROVIDE AN ENGINEERING ANALYSIS OR EVALUATION OF DATA PRODUCED DURING THE SPECIAL TESTING. THE GOVERNMENT MAY ELECT TO CONDUCT THE SPECIAL TESTS AND PROVIDE THE DATA AS GFI TO THE CONTRACTOR. THE ANALYSIS SHALL FREQUENTLY REQUIRE MATHEMATICAL MODELING AND COMPUTER GENERATED CURVES.

3.4. PROTOTYPING, PRE-PRODUCTION, MODEL-MAKING, AND FABRICATION SUPPORT - N/A

3.5. SYSTEM DESIGN DOCUMENTATION AND TECHNICAL DATA SUPPORT – N/A

3.6. SOFTWARE ENGINEERING, DEVELOPMENT, PROGRAMMING, AND NETWORK SUPPORT – N/A

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3.7. RELIABILITY, AVAILABILITY AND MAINTAINABILITY (RA&M) SUPPORT

3.7.1. RELIABILITY, AVAILABILITY AND MAINTAINABILITY

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO RA&M:

ESTABLISH RA&M SYSTEM AND ANALYZE DATA FROM MAINTENANCE RECORDS, FAILURE DATA, NON-CONFORMANCE RECORDS, SUSTAINMENT RECORDS, AND PERFORM RA&M ANALYSIS TO SUPPORT SBX-1 SUSTAINMENT AND OPERATIONS.

PERFORM MAINTAINABILITY ANALYSES AND PREPARE MAINTAINABILITY PLANNING DOCUMENTATION ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, OR COMPONENTS AS SPECIFIED BY TI.

PERFORM/ATTEND MAINTAINABILITY PROGRAM REVIEWS ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, OR COMPONENTS; RECORD AND REPORT ANY DISCREPANCIES/PROBLEMS; FORMULATE RECOMMENDATIONS TO RESOLVE THESE DISCREPANCIES/PROBLEMS; AND SUBMIT THESE RECOMMENDATIONS WITH SUPPORTING RATIONALE TO THE GOVERNMENT.

3.7.2. OBSOLESCENCE MANAGEMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO OBSOLESCENCE MANAGEMENT:

THE CONTRACTOR SHALL INSTITUTE A PROCESS TO MANAGE OBSOLESCENCE BY FACILITATING TIMELY, THOROUGH AND FLEXIBLE MANAGEMENT OF UNAVAILABLE/LIMITED AVAILABILITY PARTS AND TECHNOLOGY OVER THE LIFE OF THE CONTRACT. OPEN ARCHITECTURE TECHNOLOGY INSERTION SHALL BE USED WHEN POSSIBLE. IT PROVIDES ALTERNATIVES THAT LEVERAGE STATE-OF-THE ART HARDWARE AND SOFTWARE THEREBY MITIGATING THE RISKS ASSOCIATED WITH: (1) TECHNOLOGY OBSOLESCENCE, (2) BEING LOCKED INTO PROPRIETARY OR VENDOR-UNIQUE TECHNOLOGY, AND (3) RELIANCE ON A SINGLE SOURCE OF SUPPLY OVER THE LIFE OF THE SYSTEM.

DEVELOP, IMPLEMENT, MANAGE AND OPERATE AN OBSOLESCENCE MANAGEMENT SYSTEM FOR THE SBX-1 NON-BMDS ELECTRONIC SYSTEMS.

PERFORM ANALYSIS TO IDENTIFY POTENTIAL OBSOLESCENCE CANDIDATES, IDENTIFY RISKS, ALTERNATES AND MITIGATION PLANS, MAKE RECOMMENDATIONS AND EXECUTE SOLUTIONS.

3.7.3. COST PERFORMANCE

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THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO COST PERFORMANCE:

CAPTURE, MONITOR, AND REPORT THE TOP COST DRIVERS FOR MISSION INTEGRATION REQUIREMENTS. CAPTURED COSTS INCLUDE, BUT SHOULD NOT BE LIMITED TO: LABOR, MATERIAL, TRAVEL, TRANSPORTATION, MAINTENANCE, SUB-CONTRACT AND CONTRACT COSTS, LIFECYCLE COSTS, AND TOTAL OWNERSHIP COSTS.

UTILIZE AN INTEGRATED COST MANAGEMENT SYSTEM USED FOR FORECASTING, MANAGING, CONTROLLING, AND REPORTING STATUS OF CONTRACT COST.

REPORTS WILL CONTAIN A DESCRIPTION OF THE PROGRESS TO DATE ON THE CONTRACTOR'S PLAN FOR ANALYZING SUSTAINMENT COST OF OPERATING, MAINTAINING, AND DISPOSING OF THE EQUIPMENT DELIVERED, AND PROVIDING BEST VALUE ALTERNATIVE RECOMMENDATIONS. THE REPORT WILL PROVIDE DATA USED TO COMPUTE APPLICABLE CONTRACT METRICS AND RESULTANT OUTCOMES.

DEVELOP AND COORDINATE MITIGATION PLANS FOR ALL COST DEGRADERS.

3.8. HUMAN FACTORS ENGINEERING SUPPORT

3.8.1. HUMAN ENGINEERING

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO HUMAN ENGINEERING:

EVALUATE AND ANNOTATE GOVERNMENT FURNISHED HUMAN ENGINEERING PROGRAM PLANS, ANALYSIS REPORTS, TEST PLANS/PROCEDURES, AND OTHER HUMAN ENGINEERING RELATED DOCUMENTATION.

CHECK ENGINEERING DRAWINGS FOR DESIGN COMPLIANCE, REPORT DISCREPANCIES, AND SUBMIT RECOMMENDATIONS WITH SUPPORTING EVIDENCE FOR RESOLUTION.

ATTEND HUMAN ENGINEERING REVIEWS AND DEMONSTRATIONS, TESTING, AND MOCKUP/MODEL REVIEWS; RECORD DISCREPANCIES; AND FORMULATE RECOMMENDATIONS FOR RESOLUTION.

3.9. SYSTEM SAFETY ENGINEERING SUPPORT

3.9.1. SAFETY ENGINEERING

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THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO SAFETY ENGINEERING:

PROVIDE SAFETY SUPPORT FOR THE SBX-1 BY EVALUATING ACTIVITIES WHILE UNDERWAY AND IN PORT, PROVIDING SAFETY ANALYSIS, REVIEWING JOB HAZARD ANALYSIS, TRAINING, AND PROVIDING RECOMMENDATIONS FOR PROCESS AND EQUIPMENT IMPROVEMENTS.

EVALUATE AND ANNOTATE GOVERNMENT FURNISHED SYSTEM SAFETY PROGRAM PLANS, TRACKING PROCEDURES, HAZARD LISTS, SAFETY EVALUATION AND TESTING PLANS/PROCEDURES, REPORTS, SAFETY-RELATED ECPS, AND OTHER SAFETY AND HAZARD ENGINEERING DOCUMENTS.

ATTEND SYSTEM SAFETY PROGRAM REVIEWS AND MONITOR HAZARD TRACKING AND RISK RESOLUTION EFFORTS.

PERFORM SAFETY ANALYSES ON SYSTEMS, SUBSYSTEMS, EQUIPMENT, AND COMPONENTS AND PROVIDE THE GOVERNMENT WITH REPORTS CONCERNING THEIR SAFETY HAZARDS, POTENTIAL SAFETY HAZARDS, AND POSSIBLE SOLUTIONS.

COORDINATE AND INTEGRATE SAFETY REPORTING WITH SAFETY REPRESENTATIVES OF THE VESSEL AND OTHER PAYLOADS.

3.10. CONFIGURATION MANAGEMENT (CM) SUPPORT

3.10.1. CONFIGURATION MANAGEMENT

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CM:

INTEGRATE THE CM ACTIVITIES ABOARD SBX-1.

MAINTAIN THE CM PROGRAM FOR THE SBX-1, ENSURING THE VESSEL AND ALL SYSTEMS ABOARD ARE PARTICIPATING AND FOLLOWING PROGRAM CM PROCESSES AND PROCEDURES.

PARTICIPATE IN CHANGE CONTROL REVIEWS TO PROVIDE THE RESULTS OF VARIOUS STUDIES AND ANALYSES WHICH ARE BEING PERFORMED UNDER THIS TO. ALL PLANNED CHANGES, WHETHER EMERGENT OR OTHERWISE, SHALL BE VETTED THROUGH A GOVERNMENT LED CONFIGURATION CONTROL BOARD (CCB) THAT ENSURES ITEMS ARE PROPERLY DEFINED AND FISCALLY SUPPORTABLE TO MEET DESIRED OBJECTIVES, MEETINGS SHALL TAKE PLACE

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AT NSWC PHD, CONTRACTOR SITES, OR VIRTUALLY VIA TELE-CONFERENCE OR WEB-CONFERENCE AND MAY CONSIST OF CCB, PLANNING MEETINGS, TECHNICAL, OR COORDINATION MEETINGS.

ESTABLISH AND FOLLOW A REQUIREMENTS AND CONFIGURATION MANAGEMENT PROCESS, DOCUMENTED IN THE SEA BASED X-BAND RADAR JOINT CONFIGURATION MANAGEMENT PLAN (DRAFT), USING COMMERCIAL BEST PRACTICES AND GOVERNMENT APPROVED TOOLS FOR MANAGING AND CONTROLLING CHANGES DURING THE LIFE OF THE DEVELOPMENT AND IMPLEMENTATION PHASES. AT A MINIMUM, THE CONFIGURATION MANAGEMENT PROCESS/PLAN SHALL INCLUDE ACTIVITIES LISTED BELOW:

- · CHANGE REQUEST RECORDING
- · CHANGE REQUEST EVALUATION
- · ASSESSMENT OF IMPACT OF THE CHANGE TO THE PROJECT
- · CHANGE REQUEST THRESHOLDS
- · COMPOSITION OF A CHANGE CONTROL REVIEW BOARD
- · CHANGE REQUEST IMPLEMENTATION AND ACCEPTANCE PROCEDURES
- · INTEGRATION OF THE REQUIREMENTS CHANGES INTO THE SYSTEM IMPLEMENTATION
- · DOCUMENTATION OF THE REQUIREMENT AND TECHNICAL CHANGES

SUPPORT AND MAINTAIN CONFIGURATION MANAGEMENT AND CONTROL OF ALL PRODUCT DEVELOPMENT IN COMPLIANCE WITH THE GOVERNMENT APPROVED CM PLAN AND IN ACCORDANCE WITH THE APPLICABLE DOD STANDARDS.

SUPPORT CONFIGURATION MANAGEMENT CONTROL TO ENSURE SUPPORT FOR REQUEST FOR CHANGE (RFC) ANALYSES AND SUBSEQUENT CONTROL BOARD REVIEW/APPROVAL PROCESSES IN ACCORDANCE WITH THE CCB PROCEDURES, ESTABLISHMENT OF FUNCTIONAL AND TECHNICAL BASELINES, SUPPORT FOR CONFIGURATION AUDITS, MAINTAIN VERSION CONTROL OVER ALL DEVELOPED CONFIGURATION ITEMS AND CONFIGURATION OBJECTS, AND ENSURE THAT CONFIGURATION ITEMS AND OBJECTS ARE IDENTIFIED AND MANAGED IN THE SUPPORT TOOL. THE CONTRACTOR SHALL ENSURE CONSISTENCY BETWEEN PROCESS AND ARCHITECTURE DOCUMENTATION AND THE AS-BUILT SOLUTION.

NOTIFY THE GOVERNMENT OF ANY CHANGES AT THE CONTRACTOR'S FACILITY, WHICH AFFECT THE CONTRACTOR'S ESTABLISHED CM PROCESS.

3.10.2. CONFIGURATION MANAGEMENT PLANNING

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THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION MANAGEMENT PLANNING:

REVIEW AND/OR DEVELOP CONFIGURATION MANAGEMENT PLANS FOR EQUIPMENT SPECIFIED IN MODIFICATIONS TO SUPPORT THE NAVY PROGRAM OFFICE (NPO) CONFIGURATION MANAGEMENT PLAN. PLANS SHALL BE REVIEWED FOR EDITORIAL AND TECHNICAL COMPLIANCE WITH THE NPO CM PLAN WHICH WILL INTERFACE WITH THE MDA'S CONFIGURATION CONTROL PROCESS.

MAKE RECOMMENDATIONS WITH SUPPORTING RATIONALE FOR CHANGE FROM SOURCE MATERIAL.

3.10.3. CONFIGURATION IDENTIFICATION

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION IDENTIFICATION:

SCHEDULE CM MEETINGS, ANNOTATE PROPOSED AGENDAS FOR CM TECHNICAL REVIEWS, ATTEND TECHNICAL REVIEWS AND DOCUMENT PROCEEDINGS, AND EVALUATE THE RESPONSIVENESS OF THE REVIEWED ACTIVITY TO REQUIREMENTS.

3.10.4. CONFIGURATION CONTROL

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION CONTROL:

REVIEW AND ANALYZE REQUESTS FOR DEVIATIONS AND WAIVERS TO DETERMINE THE EFFECTS ON OPERATION AND SUSTAINMENT, CONFIGURATION IDENTIFICATION, AND LOGISTICS.

DETERMINE WHETHER REQUESTS FOR MINOR DEVIATIONS OR WAIVERS AND CLASS II ENGINEERING CHANGES ARE CORRECTLY CATEGORIZED AS DEFINED IN DOD-STD-480 OR MIL-STD-481.

SUBMIT REPORTS TO THE NPO ON ALL SUCH REVIEWS, DOCUMENTING THE RESULTS WITH ANY CHANGE RECOMMENDATIONS AND SUPPORTING RATIONALE.

PREPARE ENGINEERING CHANGE PROPOSALS, TEMPORARY DESIGN DEPARTURES, ENGINEERING CHANGE ORDERS, AND SPECIFICATION CHANGE NOTICES AND OTHER DOCUMENTS.

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ATTEND CONFIGURATION MANAGEMENT AUDITS TO ENSURE THAT CONFIGURATION MANAGEMENT PLANS ARE ACCEPTABLE AND ARE IN EFFECT AND SUBMIT FINDINGS WITH SUPPORTING RATIONALE.

PREPARE TECHNICAL INPUTS FOR CONFIGURATION CONTROL BOARD DIRECTIVE.

3.10.5. CONFIGURATION AUDITS

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO CONFIGURATION AUDITS:

PROVIDE SUPPORT TO GOVERNMENT CONFIGURATION AUDIT TEAMS, BY VERIFYING AND DOCUMENTING THAT HARDWARE AND COMPUTER PROGRAMS, CONFIGURATION ITEMS (CIS), AND THEIR CONFIGURATION IDENTIFICATION ARE ACCURATE, COMPLETE (ACCORDING TO SPECIFIED REQUIREMENTS), ADEQUATE TO ESTABLISH THE PRODUCT BASELINE, AND COMPATIBLE WITH THE NEXT HIGHER LEVEL DESIGN DOCUMENTATION.

REVIEW THE CONFIGURATION ITEM'S TECHNICAL DOCUMENTATION AND SUBMIT AN ANALYSIS OF COMPARISON WITH ITS FUNCTIONAL CHARACTERISTICS FOR THE FUNCTIONAL CONFIGURATION AUDIT (FCA).

PROVIDE TECHNICAL EVALUATION IN CONDUCTING A PHYSICAL CONFIGURATION AUDIT (PCA) TO ENSURE THAT THE CIS PHYSICAL CONFIGURATION IS IN AGREEMENT WITH ITS DOCUMENTATION DESCRIPTION.

EVALUATE COMPLIANCE OF THE TECHNICAL DOCUMENTATION.

DETERMINE THE CORRELATION OF THE AS-BUILT CONFIGURATION WITH THE RELEASE AS-DESIGNED CONFIGURATION AS A PARTICIPANT WITH THE GOVERNMENT ON THE AUDIT TEAM. DISCREPANCIES AND RECOMMENDED CORRECTIVE ACTIONS SHALL BE DOCUMENTED ACCORDING TO PROCEDURES ESTABLISHED BY THE AUDIT TEAM AND SUBMITTED TO THE GOVERNMENT WITH THE CONTRACTOR'S JUSTIFICATION FOR RECOMMENDATIONS AND EVALUATION.

3.10.6 UNIQUE ITEM IDENTIFICATION (UID)

THE CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES IN RELATION TO UNIQUE ITEM IDENTIFICATION:

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PROVIDE DOD UID FOR EACH END ITEM.

REGISTER AND VALIDATE ALL UIDS WITH THE DOD UID REGISTRY AND SHALL ENSURE ALL ITEM PARENT/CHILD RELATIONSHIPS ARE ACCURATELY RECORDED IN THE UID REGISTRY. ALL PARTS MARKINGS SHALL BE IN ACCORDANCE WITH MIL-STD-130 AND DFARS 252.211-7003.

ENSURE THAT THE UID MARKING LOCATION SHALL BE OPTIMIZED FOR EASE OF SCANNING AND SHALL AVOID APPLYING UID MARKINGS ON CURVED OR ROUNDED SURFACES.

INCLUDE HUMAN READABLE INFORMATION OF THE 2D DATA MATRIX AS PART OF THE UID MARK WHERE ADEQUATE SPACE IS AVAILABLE. AT A MINIMUM THE MACHINE READABLE INFORMATION (MRI) SHALL INCLUDE:

- UID (CONCATENATED, EITHER CONSTRUCT 1 OR 2)
- ISSUING AGENCY CODE
- ENTERPRISE IDENTIFIER
- ORIGINAL PART NUMBER
- SERIAL NUMBER

3.11. Quality Assurance (QA) Support

3.11.1. Quality Assurance Support

The contractor shall provide the following services in relation to Quality Assurance Support:

Perform QA support/audits for the operation and sustainment of SBX-1 using BS ISO 10007 Quality Management – Guidelines For Configuration Management and ISO 9001:2000 Quality Management Systems Requirements as guidelines and are being adhered to in the execution of SBX-1 maintenance and repairs.

Coordinate and integrate the reporting, tracking, and disposition of non-conformances for SBX-1.

Perform quality assurance analyses and prepare quality assurance planning documentation on systems, subsystems, equipment, and components, and provide reports with recommendations and supporting data to the Government.

Attend quality assurance program reviews on specified systems, record and report any discrepancies/problems, and formulate recommendations, along with their respective justifications, to resolve these discrepancies/ problems processes.

3.12. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

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3.12.1. Data Management, Computer and Software Support

The contractor shall provide the following services in relation to Computer and Software Support:

Provide SBX-1 data management, computer and software support related services in accordance with requirements set forth in TI issued under this SOW. These tasks encompass all aspects of the life cycle of hardware, software, and systems data entry and operation.

Identify and make available the commercial software/hardware products required in support of this effort, including follow-on maintenance support for the life of the contract. Costs associated with providing incidental software/hardware shall be applied to appropriate ODC CLIN. The Government shall own all software/data rights. Commercial-off-the-Shelf (COTS) and Non-Developmental Items (NDI) are the preferred resources.

Procure the commercial software/hardware products required in support of this effort having an Open Architecture and corresponding components, including follow-on maintenance support for the life of the contract. The Government shall own all software/data rights. The contractor is encouraged to make maximum use of existing Command and Department of the Navy (DoN) resources (software licenses, hardware, infrastructure, etc.) and Government procurement vehicles. Commercial-off-the-Shelf (COTS) and Non-Developmental Items (NDI) are the preferred alternatives. In the evaluation of COTS and NDI the contractor shall follow MIL-HDBK-1221 CHG. NOTICE 3. The latest DoN approved software baseline and exception list shall be adhered to as much as possible, unless functionality is not available on the lists or is not appropriate for the command. Where functionality is not available, the contractor shall so explain. Software not on the DoD Baseline or Exceptions lists shall be subject to approval by the Government.

Provide all software customization and configuration of COTS software required under this contract.

Provide multi-disciplinary support for the management of acquisition, technical, and logistics data.

Follow an industry accepted software methodology and discipline to ensure project success and include key components such as documentation, risk management, and configuration management. This support shall include evaluation and consolidation of existing database functionality, development of new data management functionality, and realignment of work processes to fully capture the productivity advantages of data availability.

3.12.2. Data Management/Migration

The contractor shall provide the following services in relation to Data Management/Migration

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Support:

Institute a complete data management strategy to include Data Dictionary, meta-data management, and participation in the Government's acquisition data management process.

Prepare a data migration plan/strategy that includes migration of data from legacy and to-beretired systems and is conducted in a manner to prevent, or minimize, duplicate data entry by project teams into data management solutions.

Work to be performed and required data deliverables shall be specifically described in the (TI).

Furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as GFX and will be defined in the TI. Tasking may include development of process and controls, Integrated Product Team support, metrics development, collection and analysis, emerging developments/technologies, cost/benefit analysis, information assurance, and certification efforts.

3.12.3. Management Information Systems

The contractor shall provide the following services in relation to Management Information Systems:

Establish and maintain a secure Integrated Data Environment (IDE) for hosting all data used on or produced in support of this TO, including cost, schedule, technical data and deliverables.

The purpose of the IDE is to create a seamless, collaborative data environment for the contractor and government team which contains all pertinent data about the project throughout its development and delivery. This data management program, including IDE structure, format, processes, and procedures, shall be documented as part of the contractor's TO Program Management Plan.

Provide the Government team access to all data listed in the Data Accession List (DAL) by actively using the IDE. The DAL shall contain the list of all data generated in support of this TO. Deliveries of data in addition to the IDE shall be as indicated in the CDRL.

Perform analysis, review, design, development, testing, documentation, implementation, and user training on the applicable information system. In cases where no system exists, the requirements will be investigated and recommendations with alternate solutions presented.

Design and develop the selected system using best value solutions. The use of Commercial or Government Off-the-Shelf (GOTS) Software and Hardware shall be utilized as appropriate. Costs associated with providing incidental software/hardware in performance of this service shall be applied to the appropriate ODC CLIN.

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Perform application and system testing and assist in the Government acceptance testing as required.

Document the system as required in the TI with system documentation, user documentation, and instructions.

Implement the tested system(s) at the prescribed sites, assure full and complete system operation, and train users as required in the TI.

Support all audits, inspections, and accreditation, validation and verification activities of SBX-1 information systems.

Data shall be protected in accordance with (IAW) the contractor's Program Protection Plans. The Government reserves the right to witness all contractor efforts to accomplish the SOW requirements and maintains the right to comment on processes in support of SBX-1 information system operations.

3.12.4. Computer Resources Support

The contractor shall provide the following services in relation to Computer Resources Support:

Ascertain, model, and document software requirements specifications; review, analyze, design, develop, test, maintain, and document computer software; perform configuration control and maintain a software library for computer software configuration items; develop training materials; train users and system administrators; installation of software may be on the vessel, at NSWC Crane, DoD installations, or at the contractor's facility; and provide on-site and Help Desk support for all computer software equipment and components.

May be required to obtain other certifications outlined in DoD 8570.01M Information Assurance Workforce Improvement Program.

Review and assess software changes for impact on logistics support and review life-cycle management plans that address the scope and purpose of computer resources support for impact upon interchangeability, producibility, and standardization.

3.12.5. Data Entry

The contractor shall provide the following services in relation to Data Entry:

Develop a data management system and provide the labor to receive and record data on management, maintenance, and engineering documents.

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Maintain the data management system while integrating all SBX-1 elements into the data management system.

Receive and record the documents from SBX-1 activities, record and input the data, verify the data inputs, and make data available for engineering, lifecycle management, maintenance, and reporting functions. For existing systems, written operating instructions will be provided with the TI.

Organize and attend on-site working sessions to resolve problems in the areas of maintenance and operation of the data management system.

3.12.6. Data Maintenance and Distribution

The contractor shall provide the following services in relation to Data Maintenance and Distribution:

Provide the labor necessary to operate and/or develop data repositories containing SBX-1 maintenance, RAM, non-conformance, and engineering data. This data consists of items such as engineering drawings, failure data, maintenance reports, manuals, and other technical documents for which hard copy or magnetic media masters are to be retained.

Receive documents, maintain an automated logging system, copy each document on microfilm or other media as specified in the TI for protection on a sequential number system; remove and release documents as requested; maintain a record of master and copy holders; provide reproduction and distribution; and perform other librarian type tasks as required by TI.

3.12.7. Data Destruction

The contractor shall provide the following services in relation to Data Destruction:

Maintain an awareness of the most current classification and data destruction requirements and provide support to destroy both classified and unclassified data at both Contractor and/or Government facilities.

3.12.8. Program Protection

The contractor shall provide the following services in relation to Program Protection:

Provide program protection and information assurance support for SBX-1 operations and sustainment.

Perform duties aboard SBX-1 at sea as well as ashore to ensure the security requirements of the program are met.

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Possess or obtain a facility clearance at the classification level indicated on the associated DD Form 254. Each contractor requiring access to unclassified Government automated information systems or data will require a National Agency Check (NAC), as a minimum, in accordance with DoD 5200.2-R. Security clearance requirements will be specified in the individual TIs. DD Form 254, contract Security Classification Specifications, is provided as Exhibit 2.

Validate that all personnel coming aboard SBX-1 meet the appropriate individual requirements or are escorted at the appropriate levels. This includes any crew, shore support staff, visitors, guests, and vendor support.

Ensure all personnel coming aboard SBX-1 are properly briefed on SBX-1 security, IA, photography, and closed area access and computer security.

Coordinate SBX-1 access activities with the Physical Security Officer, Forward Support Team, Off-shore Support Vessel Captain and NPO Vessel Site Manager, to ensure access is properly controlled.

Perform duties to ensure an integrated SBX-1 Information Assurance program and compliance.

3.13. Ship Inactivation and Disposal Support – N/A

3.14. Interoperability, Test and evaluation, Trials Support – N/A

3.15. Measurement Facilities, Range, and Instrumentation Support – N/A

3.16. Logistics Support

The contractor shall provide the following services in relation to Logistics Support:

Plan and direct the identification and development of logistics support and system requirements for the SBX-1 operation and sustainment as well as non-BMDS Electronic system, subsystems, equipment, and components, with the goal of creating a system that last longer and requires less support, thereby reducing costs and increasing return on investments. Therefore, address the aspects of supportability during acquisition and throughout the operational life cycle of the SBX-1.

All elements of ILS shall be developed in coordination with the system efforts and with each other. Tradeoffs may be required between elements in order to acquire a system that is: affordable (lowest life cycle cost), operable, supportable, sustainable, transportable, and environmentally sound.

ILS planning activities coincide with development of the system acquisition strategy, and the program will be tailored accordingly.

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ILS is categorized into the following elements:

- Reliability engineering, Maintainability engineering and Maintenance (preventive, predictive and corrective) Planning
- Supply (Spare part) Support / acquire resources
- Support and Test Equipment/Equipment Support
- Manpower and Personnel
- Training and Training Support
- Technical Data / Publications
- Computer Resources Support
- Facilities
- Packaging, Handling, Storage, and Transportation (PHS&T)
- Design Interface

3.17. Supply Support

3.17.1. SBX-1 Storekeeping

The contractor shall provide the following services in relation to Storekeeping:

Perform storekeeping activities aboard SBX-1 for the vessel and all payloads to include packaging, shipping, handling and transportation, and procurement activities.

Receive shipments aboard SBX-1, inspect deliveries, store and inventory parts, document storage locations, issue parts to work orders, identify low stock items, manage inventory database, update stocking information, document damaged deliveries, prepare and package shipments for delivery, prepare DD1149 transfer documents, track shipments, coordinate shipments with vendors, carriers, and the Forward Support Team.

Run inventory reports, consumption reports, stocking information and prepare reports and presentations to support management briefings and procurement and life cycle engineering for all elements.

Perform periodic inventories of all consumables, spares and repair parts, and provide status and deficiency reports.

3.17.2. SBX-1 Forward Support Team (FST)

The contractor shall provide the following services in relation to FST:

The FST consists of the Operational Support Site (OSS) Site Manager or delegate, Logistics personnel, Vessel Superintendent, and Port Engineer. The FST will ensure arrangements have been properly coordinated to support SBX-1 for cleared passenger/crewmember transportation,

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fuel, lube oil, shipping containers and stores as well as off loading of used oil, hazardous materials (if any), and waste.

Perform shore-side supply chain integration and Forward Support Team operations for SBX-1.

Establish and operate forward logistics support operations to support SBX-1 in various areas of operations.

Identify FST facility requirements necessary for operations and sustainment of SBX-1. This identification requires consideration of space, volume, equipment, utilities, temperature, humidity, storage, shelf space, facility environment, and related issues concerning the facility's overall mission and operational requirements.

Provide evaluation of facility needs as operations and Forward Support Team locations change.

Arrange for needed facilities, storage, material handling equipment, connectivity to facilitate Forward Support Team operations.

Receive all SBX-1 shipments, validate shipments to SBX-1 procurement documentation, prepare shipments for delivery on Off-shore Support Vessel (OSV), and manifest all shipments, screen, and process visitors and crew for transfer to SBX-1.

Receive shipments from SBX-1, process documentation, arrange carriers, and execute handling, storage or transportation as needed from Forward Support Team locations.

Coordinate with Military Sealift Command (MSC) and OSV to assist in OSV fueling, personnel transfer and access, delivery of containers, consumables, sundries, and spares for the SBX-1.

Conduct analyses in the areas of handling equipment, storage considerations, and transportability issues and make recommendations along with the supporting rationale for those recommendations. Such analyses, reviews, and planning shall consider, but not be limited to, adequacy of levels of protection, preservation, container design, functionality, re-usability, and marking.

3.17.3. Supply Support

The contractor shall provide the following services in relation to Supply Support:

Make recommendations regarding the range and depth of items to be stocked, as well as their source, maintenance, and recoverability aspects. This shall involve utilizing maintenance plans, phased support plans, site/unit activation schedules, and weapons systems planning documents to determine or evaluate the support material list, contractor support, and repair of repairable requirements.

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Provide additional supply support to maintain, update, and/or review existing supply support processes and to alleviate defined deficiencies. This shall include investigations, reviews, and evaluations of parts utilization data, Defense Logistics Support Center screening requirements, improved supply procedures to affect a more efficient system, and inventory control point effectiveness.

3.17.4. Packaging, Handling, Storage, and Transportation

The contractor shall provide the following services in relation to Packaging, Handling, Storage, and Transportation. Any non-labor related costs shall be applied to the appropriate ODC CLIN.

Ensure proper packaging, handling, storage and transportation of Non-BMDS Electronic spares, materials and consumables departing from shore going to the SBX-1 and leaving the vessel.

Ensure proper documentation which will be identified in the TI, is completed for transport to and from the vessel for all materials, spares, sundries and consumables.

Provide scheduled and unscheduled transportation necessary to meet all customer and mission requirements. Services include movement of passengers, cargo, personal property, official passenger travel, and deployment and contingency support. Costs associated with transportation services shall be applied to the appropriate ODC CLIN.

Act as a liaison to provide input and coordination concerning transportation issues.

Responsible for obtaining any necessary insurance, licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of the work at no additional cost to the Government. The Contractor is responsible for ensuring that proper safety and health precautions are taken to protect personnel, the general public, and property of others.

3.18. Training Support

3.18.1. Training

The contractor shall provide the following services in relation to Training. Any non-labor related costs shall be applied to the appropriate ODC CLIN.

Provide, attend, and participate in various training classes, seminars, and exercises required to support the SBX-1 program; such as Asset Management and Incident Command System seminars, classes and exercises listed below, but not limited to:

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- Safety of Life at Sea (SOLAS)
- Cold Weather
- Man Overboard
- Personal Protection Equipment (PPE) Usage
- Fall Protection
- Safety Equipment

Specific training will be identified by TI.

3.19. In-Service Engineering, Fleet Introduction, Installation and Checkout Support – N/A

3.20. Program Support

3.20.1. Program Support

The contractor shall provide the following services in relation to Program Support:

Provide program management support in the mission of integrating, operating and sustaining SBX-1 systems, and components. This support shall include, but not be limited to, tasks in planning, organizing, technical analysis, recommendations, and reporting. This support shall include, but not be limited to, tasks in preparing strategic plans; technology transfer; quality assurance; financial hudgeting and accounting; workload planning and analysis; capital investment planning and budgeting; financial and workload data analysis; and capital asset utilization. These tasks involve: Tentative Operational Requirements Papers; Operational Requirements Papers; Development Options Papers; Work Assignment Summaries; Decision Coordinating Papers; Integrated Program Summaries; Critical Path Networks; Mission Needs Statements; Systems Integration Concepts and Interoperahility/Resolution Issues. Program management practices shall provide visibility into the contractor's organization and techniques used in managing the program.

3.20.2. Meeting Representation

The contractor shall provide the following services in relation to Meeting Representation:

Provide qualified personnel to attend SBX-1 O&S reviews, technical problem meetings, failure review boards, material review boards, configuration change boards, and program status reviews.

Represent the government at meetings in the capacity of an advisor, presenter, expert, listener, and minutes/note keeper; however the contractor shall never function for the government in voting or other decision-making capacity.

Present briefings, participate, make recommendations and record and distribute minutes.

3.20.3. Program Reports, Briefing Preparations, and Graphic Support

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The contractor shall provide the following services in relation to Program Reports, Briefing Preparations, and Graphic Support:

Develop and prepare SBX-1 program reports; briefings, briefing materials, presentation packages, photographs, and demonstration/ feasibility portfolios including draft and final versions.

Integrate text and graphics in these materials and submit the final version in the format specified by the Program.

Responsible for collection, consolidation, and integration of data for preparation of program status reports including vessel and payloads. These reports shall be in narrative form with graphics as appropriate to better define the information. They shall include management and program historical information, current status, and expected schedule of future events.

Format and publish documents such as test reports, configuration identification manuals, test procedures, workload planning and execution, continuous improvement results/data, etc.

3.20.4. Organizational Interfaces and Communications

The contractor shall provide the following services in relation to Organizational Interfaces and Communications:

Establish and maintain appropriate interfaces with local, state, and federal government agencies, US Navy commands, and other SBX-1 contractors required to support operations and sustainment of SBX-1. Successful integration of SBX-1 O&S activities will require a coordinated effort between SBX-1 contractors, USN commands and various government agencies, i.e.; STRATCOM, PACOM, MDA, FAA, and USCG. Due to the different areas of operation and readiness states appropriate chain of command and notification processes need to be established and documented.

Investigate existing organizations, mission requirements, and establish lines of communications to appropriate organizations with respect to accomplishing its mission requirements more effectively.

Develop, update, maintain, and deliver processes and procedures to address the following varied SBX-1 operating environments: test, development, shipyard, operational.

3.20.5. Risk Management

The contractor shall provide the following services in relation to Risk Management:

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Support and participate in the SBX-1 NPO Risk Management process.

Develop and implement a risk management process, to identify, elevate, and mitigate risks associated with the non-BMDS Electronic systems and SBX-1 integration.

Prepare and present identified risks, participate in risk boards, and make recommendations for mitigations.

3.21. Administrative Support

3.21.1. Functional and Administrative Support

The contractor shall provide the following services in relation to Functional and Administrative Support:

Develop, analyze, make recommendations, provide rationale for the recommendations, and provide technical and administrative support in preparing SBX-1 data calls; workload plans; program plans and/or project associated documentation. These plans will normally be requested on an operational basis, with the type of plan differing according to the operational environment; REDCON, test, shipyard, or maintenance.

Participate in Integrated Master Schedule (IMS) development, updates and reviews; providing updates of current activities, scheduling and forecast of maintenance, test and shipyard activities, and data calls for outstanding actions. A partial listing of the types of plans required is provided below, any additional requirements will be specified by TI.

- Contract Data Requirements Lists
- Configuration Management Plans
- Integrated Logistics Support Plans
- Quality Assurance Plans
- Statements of Work
- Work Breakdown Structures
- Operational Support Plans
- Depot Support Plans
- Shipyard Work Packages
- Policies, Processes and Procedures
- Plan of Action & Milestone
- Test Event Plans

3.21.2. Meeting Coordination

The contractor shall provide the following services in relation to Meeting Coordination:

Provide meeting coordination support as specified by TI. This effort consists of planning

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meetings, coordinating schedules with participants, reserve meeting space; prepare agenda and/or briefing materials, ensuring that briefing materials and equipment are available, recording and publishing meeting minutes, and developing and maintaining an action item tracking system for specified projects.

4.0 Government Furnished Items

4.1. Government Furnished Information (GFI)

The Government will provide all applicable technical documentation and information as specified in paragraph 2.0 and 3.0 of this SOW, which is deemed necessary to make analyses and determinations to the Contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering and technical support. This GFI will be provided as required or at the request of the Contractor and identified in each specific TI. Attachment 6 in section J provides a historical list of GFI.

4.2. Government Furnished Material (GFM)

The GFM will be provided when the Contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified in each specific TI. Attachment 7 in Section J provides a historical list of GFM.

4.3. Government Furnished Equipment (GFE)

4.3.1. Onboard SBX-1

The GFE (servers, switches, routers, phones, workstations, cabling and fiber networks, software and hardware, etc.,) to be provided onboard the SBX-1 is referenced in attachment 5 in section J.

4.3.2. Ashore

NMCI approved IT hardware will be made available for contractor use on a non-interfering basis at NSWC PHD, or other designated Government offices for the accomplishment of the tasks set forth in this SOW and each TI. The Government will provide local telephone service for the Contractor when performing onsite. Long distance and Federal Telephone System (FTS) calls shall be made only when necessary for the performance of work under this SOW. The Contractor is advised that the Government requires certification of toll calls and FTS calls as being official under the terms of this contract. Non-official calls will be billed back to the Contractor. The Contractor shall have the capability to interface and access all required web-collaborative tools, such as iPDM and the PEO Ships IDE. Access for all employees supporting this task is required to access project workspaces and document archives that are germane to the performance of this task. The Contractor shall identify the number and type of NMCI seats required for their own use to support the requirements of the SOW. The Contractor shall negotiate and procure NMCI Level II seats directly from the NMCI vendor. Responsibility

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for administration of PEO IWS NMCI seats remains with the Government.

4.4. Government Furnished Facilities (GFF)

4.4.1. Onboard SBX-1

Berthing will be double occupancy of staterooms with the possible exception of the Mission Director. Staterooms contain large flat screen TV's and DVD players. Laundry services and meals are provided by the platform operator. SBX-1 has a gym and equipment that is available to all personnel; crew lounge has computers and large screen TV for watching movies and TV; Direct to Sailor TV (DTS) is available to all staterooms and crews lounge for entertainment as well.

4.4.2. Ashore

The Government will provide existing office space, which may include desk, chair, computer, computer peripherals, copier and fax access, telephone. These Government furnished facilities apply to land-based and vessel-based requirements. The Government and Contractor will jointly determine facility requirements and locations for meetings and program reviews as well as suitable infrastructure to manage program requirements to support the scope of activities.

4.5. Return of Government Fnrnished Items

All GFI, GFE, and GFM provided to, or acquired by, the Contractor shall be returned to the Navy upon completion of assigned tasking.

5.0 DATA DELIVERABLES

All data deliverables shall be made as specified and in Contractor format unless otherwise directed.

CDRL:	A001
DID Number	DI-SESS-81003C
DID Title	Commercial Drawings/Models and Associated Lists
SOW Para.	

CDRL:A002DID NumberDI-MCCR-80700DID TitleComputer Software Product End ItemSOW Para.Sec. 3

CDRL: A003 DID Number DI-SESS-81001C

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		A(1.1		
DID Title	Conceptual Design Drawings	S/Models		
SOW Para.	Sec. 3			
CDRL:	A004			
DID Number	DI-ADMN-81249A			
DID Title	Conference Agenda			
SOW Para.	Sec. 3			
CDRL:	A005			
DID Number	DI-ADMN-81250A			
DID Title	Conference Minutes			
SOW Para.	Sec. 3			
CDRL:	A006			
DID Number	DI-MGMT-81334B			
DID Title	Contract Work Breakdown S	tructure (CWBS)		
SOW Para.	Sec. 3			
CDRL:	A007			
DID Number	DI-MGMT-80227			
DID Title	Contractor's Progress, Status	and Management Report		
SOW Para.	Sec. 3			
CDRL:	A008			
DID Number	DI-SESS-81002D			
DID Title	Developmental Design Draw	ings/Models and Associated List	S	
SOW Para.	Sec. 3			
CDRL:	A009			
DID Number	DI-CMAN-80639C			
DID Title	Engineering Change Proposal	(ECP)		
SOW Para.	Sec. 3			
CDRL:	A010			
DID Number	DI-DRPR-80651			
DID Title	Engineering Drawings			
SOW Para.	Sec. 3			
CDRL:	A011			
DID Number	DI-MGMT -80596			
DID Title	Government Furnished Infor	mation Deficiency Report		
SOW Para.	Sec. 3			

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CDRL:	A012
DID Number	DI-SESS-81520B
DID Title	Instructional Media Design Package
SOW Para.	Sec. 3

CDRL:A013DID NumberDI-IPSC-81436ADID TitleInterface Design DescriptionSOW Para.Sec. 3

CDRL:	A014
DID Number	DI-IPSC-81434A
DID Title	Interface Requirement Specification (IRS)
SOW Para.	Sec. 3

CDRL:	A015
DID Number	DI-ILSS-80114
DID Title	Logistics Support Analysis Record (LSAR) Data
SOW Para.	Sec. 3

CDRL:	A016
DID Number	DI-ADMN-81373
DID Title	Presentation Material
SOW Para.	Sec. 3

CDRL:	A017
DID Number	DI-SESS-81000C
DID Title	Product Drawings/Model and Associated Lists
SOW Para.	Sec. 3

CDRL:	A018
DID Number	DI-ADMN-80925
DID Title	Revisions to Existing Government Documents
SOW Para.	Sec. 3

CDRL:A019DID NumberDI-MISC-80711ADID TitleScientific and Technical ReportedSOW Para.Sec. 3

CDRL:A020DID NumberDI-MGMT-81650DID TitleIntegrated Master Schedule

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SOW Para.	Sec. 3			
CDRL:	A021			
DID Number	DI-IPSC-81433A			
DID Title	Software Requirements Speci	ifications (SRS)		
SOW Para.	Sec. 3			
CDRL:	A022			
DID Number	DI-IPSC-81438A			
DID Title	Software Test Plan (STP)			
SOW Para.	Sec. 3			
CDRL:	A023			
	DI-IPSC-81443A			
DID Title	Software Users Manual (SU)	M)		
SOW Para.	Sec. 3			
CDRL:	A024			
DID Number	DI-IPSC-81442A			
DID Title	Software Version Description	n (SVD)		
SOW Para.	Sec. 3			
CDRL:	A025			
DID Number	DI-MGMT-80269			
DID Title	Status of Government Furnis	shed Equipment (GFE) Report		
SOW Para.	Sec. 3			
CDRL:	A026			
DID Number	DI-CMAN-80776			
DID Title	Technical Data Package			
SOW Para.	Sec. 3			
CDRL:	A027			
DID Number	DI-MISC-80508A			
DID Title	Technical Report - Study/Ser	rvices		
SOW Para.	Sec. 3			
CDRL:	A028			
DID Number	DI-NDTI-80566			
DID Title	Test Plan			
SOW Para.	Sec. 3			

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DID NumberDI-NDTI-80603DID TitleTest ProceduresSOW Para.Sec. 3

CDRL:A030DID NumberDI-SESS-81732/TDID TitleRequest for Waiver (RFW)SOW Para.Sec. 3

CDRL:A031DID NumberDI-MGMT-81453A/TDID TitleData Accession List (DAL)SOW Para.Sec. 3

CDRL:A032DID NumberDI-MGMT-81466ADID TitleCost Performance Reports (Formats 1-5)SOW Para.Sec. 3

CDRL:A033DID NumberDI-MGMT-81468DID TitleQuarterly Contract Funds Status ReportSOW Para.Sec. 3

6.0 SPECIAL CONDITIONS

6.1. Security Clearance Requirements

A SECRET Clearance shall be required for both facility and personnel to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network, with the exception of classified documents being input into SIPR/MDA CNET.

6.1.1. Security Requirements pertaining to "Facility" and Personnel" are as follows:

6.1.1.1 Facility

The Contractor shall provide capability to store up to SECRET information/material in secure container. The Contractor shall be able to work with SECRET material (may be restricted room or area). The Contractor shall be able to access the SIPRNet at any appropriate location support secure communications with the vessel and other supporting activities.

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6.1.1.2 Personnel

Contractor personnel shall he United States citizens. All Contractor personnel shall possess SECRET security clearances.

The work performed under this TO will involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this TO. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a "need-to-know" shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified information.

6.2. Travel

Travel may be required throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five working days plus the required transit time this does not include crew rotations on SBX-1. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for Need-to-Know Certification and submit these requests to the COR for appropriate action. Trips will be identified by TI as required.

The above travel does not include crew rotation; additional travel may be required for this effort and shall be identified by TI. (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.2.1. Vessel Support Rotation

Crew rotation personnel shall be required to travel to San Francisco, CA; San Diego, CA; Pearl Harbor Naval Ship Yard, HI; or Dutch Harbor, AK. This requirement shall be applicable to all relevant SBX-1 contractor personnel. Appropriate lead time determination for the identified location shall be determined by the contractor and submitted for Government approval. Muster points, rotation duration, and other relevant details shall be identified by TI. (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.2.2. Travel Authorization

All travel undertaken by the contractor for performance of tasking must have prior authorization by the Contracting Officer Representative (COR).

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6.3. Contracting Officer Representative (COR)

The COR is identified in Section G.

6.4. Incremental Funding

This TO will be funded incrementally as required. Each project will be identified by CLIN/SLIN.

6.5. Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable and identify hazardous conditions in the TI. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The Contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The Contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements. The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department.

6.6. Control of Contractor Personnel

All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct the same as government personnel. Prior to conducting work under this contract, a list of employees that will be working on site shall be provided. The Contractor employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be updated within forty-eight (48) hours after changes occur.

6.7. Identification Badges

Identification badges will be required from the Government for contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Crane Division property.

Furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges.

The contractor shall ensure that all employees who have a NSWCC badge turn in the badge

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immediately upon termination of their employment under this TO.

6.8. Accident Reporting

Maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department.

6.9. Smoking Regulations

Smoking on Crane Division, Crane, IN premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

6.10. Hours of Operation

The following hours of operation shall apply to the contractor's on-site personnel and the contractor's liaison facility personnel:

6.10.1. Normal Honrs on-site

The Government's hours of operation at NSWC Crane in Code GXR are between the hours of 6:00 a.m. to 5:00 p.m. Eastern Time (Daylight Saving Observed) Monday through Friday except Federal Holidays or pre-planned closed days. Hours before 6:00a.m or beyond 5:00 p.m., Monday through Friday are dependent upon availability of Government employees on-site. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TI.

6.10.2. Vessel Rotation

Mission Integration support is comprised of 24 hours a day 7 days a week (24/7). A crew rotation schedule shall be submitted for approval by the government.

Crew rotations will occur as needed. Each company is responsible for transit of their personnel to the applicable Port of Embarkation (POE) and from the applicable Port of Debarkation (POD).

Typical POE/POD are:

- San Francisco CA
- San Diego CA
- Pearl Harbor Naval Ship Yard, HI
- Dutch Harbor, AK

Transit travel costs will be charged to the ODC CLIN. Travel is in accordance the Joint Travel Regulations (JTR). (CLINs 6000, 6100, 6200, 9000, and 9100 apply)

6.10.3. Overtime

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Overtime shall be performed as considered necessary by the contractor to meet the tasking and to the extent authorized in 52.222-2 in Section I. The approved overtime shall not be exceeded without authorization from the contracting officer. The definition of overtime is as follows: Work in excess of forty hours per week or work performed on Saturday, Sunday, and holidays. Onboard personnel supporting SBX work 12 hour shifts. No hours shall be charged to the contract outside of normal working hours or approved overtime. Contractor personnel providing support to the SBX-1 both on board and at Forward Support Team locations may be required to work extended weeks up to 84 hours.

6.10.4. Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

6.10.5. Inclement Weather

When Crane Division, Crane, IN, is closed by the Commander because of inclement weather conditions (per current Inclement Weather Plan), notification of closing will be broadcast over local radio stations.

6.10.6. Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on NSWC, Crane on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall

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be observed in accordance with company policy.

6.11. Certification, Training, and Licensing Requirements

Provide personnel with the correct certification, training, and licenses to perform the mission work safely and correctly. The following types of certification or training may be required to complete tasking. Each TI will identify the certification, training, and licensing requirements. Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks. The certification training specific to the Government may be funded/provided by the Government. This includes certifications such as Electrostatic Discharge, Soldering, Wire Bonding, Safety of Life At Sea (SOLAS), etc. Contractor shall successfully complete other Government specific training courses such as Government contracting, procurement, Government business/financial, funding, etc. Training considered to be employee development shall not be directly charged to the Government.

6.12. Safety

Ensure that all work shall be conducted in a safe manner and while on Center, the contractor shall abide by all federal, local, and state occupational safety and health requirements, security, and environmental regulations and be authorized use of NMCI equipment and IT services. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The requirements of this order may require contractor personnel to come in contact with or be exposed to hazardous conditions. The Government shall provide Standard Operating Procedures when applicable.

Have on record a corporate safety plan and shall provide a copy to the COR when instructed.

Ensure all employees have appropriate Personal Protection Equipment.

Ensure employees have all required training and certifications related to the Occupational Safety and Health Requirements.

6.13. Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release.

Provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

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6.14. Non-disclosure agreements (NDAs)

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.15. Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.16. Damage Reporting

Maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities.

6.17. Non-Personal Services

The Government will neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees. It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the Contractor shall be the sole responsibility of the Government.

6.18. Contractor Identification

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.19. Investigations

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

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6.20. Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

6.21. Use of Government Vehicles/Material Handling Equipment

Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane and shore-side support locations in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

7.0. Place of Performance

Provide personnel to perform services at Contractor's facility, NSWC PHD or any other off-site locations required to complete mission goals, which may include San Diego, CA; San Francisco, CA; Washington, D.C. Metropolitan area; Huntsville, AL; Pearl Harbor, HI; Port Hueneme, CA; and Dutch Harbor, AK. SBX-1 work will require support from on board the SBX-1, at various Forward Support Team locations to enable support SBX-1 deployments, the Navy SBX transition Office in Washington, DC, and at the Missile Defense Agency (MDA) in Huntsville, Alabama.

8.0 Performance Standards

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 4 to the RFP. For each of the Task Requirements identified, performance standards are required to be met.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this TO may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.
(b) The Government will reimburse the Contractor for allowable travel costs incurred by the

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Contractor in performance of the TO in accordance with FAR subpart 31.2 or 31.3 as applicable.

(c) Travel shall be in accordance with the Joint Travel Regulations.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.

2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.

3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

4. The contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.

5. Contractor personnel shall bear personal protective equipment in designated areas.

6. All contractor equipment shall by conspicuously marked for identification.

7. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

VESSEL TURN-OVER

Navy Assumption of Responsibility (AOR) - The vessel will be accepted by Missle Defense Agency (MDA) and Government Furnished Equipment, Material and Property (GFX) conveyed to Navy on or about TBD. The date and time of the execution of the DD250 will be confirmed and notification will be provided in writing to the incumbent contractor and the incoming prime contractor by the Navy Contracting Officer.

Responsibilities - During the transition, all parties shall work together in a manner that will not unduly delay the work.

1. Prior to the Navy AOR -

a. The incumbent contractor will continue O&S tasking until receipt of notification that Navy AOR execution is complete.

b. The incoming prime contractor will perform on-the-job training (OJT) and/or job shadowing asking prior to notification that the Navy has assumed responsibility for the vessel.
2. After Navy AOR -

a. Roles will be reversed:

i. The incumbent contractor will perform job-shadowing tasks.

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ii. The incoming prime contractor will be responsible for performance of all O&S tasking.

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit 1, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve

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access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by Technical Instruction (TI) or authorized Government representative (COR), have, at all reasonable times, access to the vessel(s) where and as required, and be permitted on the vessel(s) as authorized, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the TI to be given admission to the vessel for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE

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AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in revised (b)(4),(b)(6)

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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0019 DISPOSITION (NAVSEA) (SEP 1990)

(a) Within sixty (60) days after the effective date of termination or expiration of this contract, or within such longer period as the Contracting Officer may approve in writing, the Contractor shall submit to the Contracting Officer, in form satisfactory to him, an accounting for all Government-owned property.

(b) Within ninety (90) days after the Contractor accounts for any property pursuant to paragraph (a) above, the Contracting Officer shall give written notice to the Contractor as to the disposition thereof, except as otherwise provided in paragraph (d) below. In effecting such disposition, the Government may either:

(1) abandon any such property in place, and thereupon all obligations of the Government regarding such abandoned property shall cease; or

(2) require the Contractor to comply at Government expense, with such written directions as the Contracting Officer may give with respect to

(i) the preparation, protection, removal, or shipment of the affected property;

(ii) the restoration of Government owned land or buildings incident to the removal therefrom of Government owned property; and

(iii) the sale of any affected property in such manner, at such times, and at such price or prices, as may be approved by the Contracting Officer, except that the Contractor shall not be required to extend credit to any purchaser.

(c) If the Contracting Officer fails to give the written notice required by paragraph (b) above within the prescribed ninety (90) day period, or within thirty (30) days' written notice to the Government and at Government risk and expense,

(1) retain the property in place, or

(2) remove any of the affected severable property located in Contractor owned buildings or property and store them elsewhere, at Contractor's plant or in a public insured warehouse, in accordance with sound practice and in a manner compatible with their security classification, if any. Except as provided in this paragraph, the Government shall not be liable to the Contractor for failure to give the written notice required by paragraph (b) above.

(d) Nonseverable items of the property or items of the property subject to patent or

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proprietary rights shall be disposed of in such manner as the parties may have agreed to in writing.

(e) The Government, either directly or by third persons, may remove or otherwise dispose of any terminated property other than for which specific provision is made in paragraph (d) above.

(f) The Contractor shall, within a reasonable time after the expiration of the ninety (90) day period specified in paragraph (b) above, remove all property owned by it from land or buildings owned or acquired by the Government and take such action as the Contracting Officer may direct in writing with respect to restoring such land or buildings, insofar as they are affected by the installation therein of the Contractor's property, to their condition prior to such installation.

(g) Unless otherwise specifically provided in this contract, the Government shall not be obligated to the Contractor to restore or rehabilitate any property at Contractor's plant, except where such restoration or rehabilitation is caused by the removal of the property. The Contractor agrees to indemnify the Government against all suits or claims for damages arising out of the Government's failure to restore or rehabilitate any property at the Contractor's plant or property of its subcontractors, except any such damage as may be occasioned by the negligence of the Government, its agents, or independent Contractors.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT -ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

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(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

Note: Schedule C can be found as Attachment 6 - Government Furnished Information in section J.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible

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from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the

Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or

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should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(1) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor

- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded

(5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government via WAWF.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Attachment 4 in section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <u>http://cpars.navy.mil</u>

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001 52.246-5 Inspection of Services-Cost Reimbursement APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	12/22/2011 - 5/21/2013
6000	12/22/2011 - 5/21/2013

CLIN - DELIVERIES OR PERFORMANCE

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM		то

4000	12/22/2011 - 5/21/2013
6000	12/22/2011 - 5/21/2013

4100	12/22/2011 - 5/21/2013
4200	12/22/2012 - 12/21/2013
4300	12/22/2012 - 12/21/2013
4400	12/22/2013 - 12/21/2014
4500	12/22/2013 - 12/21/2014
6010	12/22/2011 - 5/21/2013
6100	12/22/2012 - 12/21/2013
6110	12/22/2012 - 12/21/2013
6200	12/22/2013 - 12/21/2014
6210	12/22/2013 - 12/21/2014
7000	12/22/2014 - 12/21/2015
7100	12/22/2014 - 12/21/2015
7200	12/22/2015 - 12/21/2016
7300	12/22/2015 - 12/21/2016
9000	12/22/2014 - 12/21/2015
9010	12/22/2014 - 12/21/2015
9100	12/22/2015 - 12/21/2016
9110	12/22/2015 - 12/21/2016

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CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Stop-Work Order (Alt 1) (Aug 1989)

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual work assignment that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

SECURITY ADMINISTRATION

The highest level of security required under this TO is Secret as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <u>https://wawf.eb.mil</u> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless

environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at http://wawftraining.com. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at

http://acquisition.navy.mil/navyaos/content/view/full/3521/. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at https://wwwf.eb.mil.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

Invoice (FFP Supply & Service) Invoice and Receiving Report Combo (FFP Supply) Invoice as 2-in-1 (FFP Service Only)

X Cost Voucher (Cost Reimbursable, T&M, LH, or FPI) Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations

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Issue DODAAC: N00164 Admin DODAAC: S2101A Pay Office DODAAC: HQ0338 Inspector DODAAC: N/A Service Acceptor DODAAC: N63394 Service Approver DODAAC: N63394 Ship To DODAAC: See Section F DCAA Auditor DODAAC: HAA719 LPO DODAAC: N/A Inspection Location: See Section E Acceptance Location: See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(b)(4),(b)(6)

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <u>http://www.cpars.navy.mil/</u>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, E-mail Address.

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GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):



(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in

any of the requirements of this TO, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(b)(6)	

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Contracting Officers Representative (COR):

(b)(6)	_	

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the TO or to otherwise change any TO requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided at contract award.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

(b)(4)			

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(b)(4)

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

Accounting Data	
SLINID PR Number	Amount
400001 1300238955 LLA :	(b)(4)
	040 0D 2520 XP SP346 FY1 2A0 FY1213 710000 253 044411 ormance - 10/1/2011 through 9/30/2012. ACRN A1.
400002 1300238955 LLA :	(b)(4)
	040 0D 2520 XP SP346 FY1 2A0 FY1213 710000 253 044411 ormance 10/1/2011 through 9/30/2012. ACRN A1
600001 1300238955 LLA :	(b)(4)
	040 0D 2520 XF SF346 FY1 2A0 FY1213 710000 253 044411 ance - 10/1/2011 through 9/30/2012. ACRN A1
600002 1300238955 LLA :	(b)(4)
A1 9720400 2520 97 20122 0 13	040 0D 2520 XP SP346 FY1 2A0 FY1213 710000 253 044411 mance - 10/1/2011 through 9/30/2012. ACRN A1
BASE Funding (b)(4) Cumulative Funding (b)(4)	1
MOD 01 Funding (b)(4)	-
Cumulative Funding (b)(4)	1
MOD 02 Funding (b)(4) Cumulative Funding (b)(4)]
MOD 03	
600003 1300257019	(b)(4)
LLA : A3 9720400 2520 044411	
AS 9720400 2520 044411 FS: RDT&E	
FED: 9/30/2012	
WCD: 9/30/2012	
For Other Direct Costs	
MOD 03 Funding (b)(4)	
Cumulative Funding (b)(4)	
MOD 04	

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600003 1300257019 (b)(4) LLA : A3 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For Other Direct Costs MOD 04 Funding (b)(4) Cumulative Funding (b)(4) MOD 05 (b)(4)600004 1300257019-00002 LLA : A5 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For MOD 05 Funding (b)(4) Cumulative Funding (b)(4) MOD 06 400003 1300257019-00003 (b)(4) LLA : A6 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For SBX Mission Integration O&S support (b)(4)600005 1300257019-00004 LLA : A7 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For SBX Mission Integration O&S support MOD 06 Funding (b)(4) Cumulative Funding (b)(4) MOD 07 Funding (b)(4) Cumulative Funding (b)(4) MOD 08 (b)(4)400004 1300257019 LLA : A8 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For Sea-Based K-Band Radar Program (b)(4)600006 1300257019 LLA : A9 9720400 2520 044411 FS: RDT&E FED: 9/30/2012 WCD: 9/30/2012 For Sea-Based K-Band Radar Program MOD 08 Funding (b)(4)

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Cum	ulat	ive	Fund	ing	(b)(4)			
MOD	09							
400	005	1	30025	7019	6	1	(b)(4)	
LLA								1
			2520	044	411			
12111	RDJ							
			2013					
			2013					
In	supp	port	of S	BXM	lission	Integr	ation	O&S
600	007	1	30025	7019	6	(b)(4)	
LLA	;							
43	972(400	2520	044	411			
FS:	RDI	C & E						
FED	: 9/	/30/	2013					
WCD	: 9/	130/	2013					
In	supp	port	of S	BXM	lission	Integr	ation	089
				-	1			
MOD	09	Fun	ding	(b)(4)	1000		
			Fund					
					<u> </u>			
MOD	10	Fun	ding(o)(4)	b)(4)			
Cum	ulat	ive	Fund	ing	(ד)			
MOD	11	Fun	ding (b)(4)	0			
			Fund					

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation:	(b)(4)
Minimum Incentive Fee	(b)(4)
Maximum Incentive Fee	
Fixed Fee on Surge CLINs	

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or(ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

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(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:



(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs <u>N/A</u> are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the

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person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

Note: (b)(4)

NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office, the Government will furnish the following for use in the performance of this task order:

* To be identified upon issuance of each Technical Instruction (TI).

NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that (b)(4) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximatel $\binom{(b)(4)}{(b)}$ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall

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acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of iusurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as attachment 3 - Wage Determination in Section J.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

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(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c)The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

CLAUSES INCORPORATED BY REFERENCE

252.234-7002 Earned Value Management System

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this TO unless otherwise specified herein.

CLAUSES INCORPORATED IN FULL TEXT

FAR 52.216-10 INCENTIVE FEE (Mar 1997) (Applicable to CLIN 4000, if exercised, 4200, 4400, 7000 and 7200).

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This

reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years'settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final

indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by (b)(4)	for every dollar that
the total allowable cost is less than the target cost or decreased by (b)(4)	for every dollar that the total
allowable cost exceeds the target cost. In no event shall the fee be greater than (b)(4)	or less than (b)
(b)(4)	ua.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

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(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of -(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause; (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph

(e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

52.217-8 - OPTION TO EXTEND SERVICE

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 _60 days.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

4100, 4200 No later than 12 months after the TO Award date. 4300, 4400 No later than 24 months after the TO Award date. 4500, 7000 No later than 36 months after the TO Award date. 7100, 7200 No later than 48 months after the TO Award date. 7300 No later than 60 months after the TO Award date. 6000, 6010 No later than 12 months after the TO Award date.

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6100, 6110 No later than 24 months after the TO Award date. 6200, 6210 No later than 36 months after the TO Award date. 9000, 9010 No later than 48 months after the TO Award date. 9100, 9110 No later than 60 months after the TO Award date.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$ 18,461,960 (authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDTORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

- (b) The Contractor-
- (1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

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(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause-

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

"Any subcontract exceeding the Simplified Acquisition Threshold (\$150,000.00), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime Contractor's accepted proposal."

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or

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modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plusa-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during

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negotiations:

252.237-7023 CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (MAR 2010)

(a) The Government has identified all or a portion of the Contractor services performed nuder this Contract as essential Contractor services in support of mission essential functions. The Contractor-provided services that have been determined to be essential Contractor services in support of mission-essential functions are as follows: All Mission Integration services IAW N00178-04-D-4061-FC02 SOW.

(b) The Contractor shall provide a written plan for continuing the performance of essential Contractor services identified in paragraph (a) this section during a crisis.

(1) The Contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address-

(i) Challenges associated with maintaining essential Contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential Contractor service" personnel; and

(v) The approach for communicating expectations to Contractor employees regarding their roles and responsibilities during a crisis.

(3) The Contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the Contract term. The Contractor shall not materially alter the plan without the Contracting Officer's consent.

(4) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(c) In the event the Contractor anticipates not being able to perform any of the essential Contractor services identified in paragraph (a) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other Contractors or to enter into new contracts for essential Contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS Subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) <u>Changes</u>. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price as

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soon as is practicable after receipt of the Contractor's proposal.

(f) The contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

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): <u>http://www.farsite.hill.af.mil/</u>

- 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007) 52.204-10 Reporting Subcontract Awards (Sep 2007) Defense Priority and Allocation Requirements (Apr 2008) 52.211-15 52.222-41 Service Contract Act of 1965 (Nov 2007) 52.227-1 Authorization and Consent (Dec 2007) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007) 52.232-22 Limitation of Funds (Apr 1984) 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) 52.237-3 Continuity of Services (Jan 1991) 52.245-1 Government Property (Jun 2007) 252.211-7003 Item Identification and Valuation (Aug 2008) 252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Nov 2008) 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 to Bid and Proposal Information (Jun 1995) 252.227-7017 Identification and Assertion of Use, Release, or Disclosure restrictions (Jun 1995) 252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995) 252.227-7028 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) 252.227-7038 Patent Rights – Ownership by the Contractor (Dec 2007)
- 252.211-7003 Item Identification and Valuation (Aug 2008)
- 252.211-7007 Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (Nov 2008)

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SECTION J LIST OF ATTACHMENTS

Exhibit 1: CDRLs A001 through A033 Exhibit 2: DD254 Exhibit 3: Wage Determination Attachment 1: Approved Sub-Contractor List Attachment 2: Prime Contractor Cost Summary Format Attachment 3: Subcontractor Cost Summary Format Attachment 4: Mission Integration QASP Attachment 5: Government Furnished Equipment List Attachment 6: Government Furnished Information List Attachment 7: Government Furnished Material (Software) Attachment 8: Transition Timeline Attachment 9: Government LOE Attachment 10: Sample Task Instruction Attachment 11: Sample Staffing Plan

Signed DD254 and associated documents Draft Technical Instruction 001 Draft Technical Instruction 002 Revised CDRLs

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HQ0147-14-C-0001, Medium Range Ballistic Missile Targets

SF33 Model Contract Summary of Changes

What changed:	Why it changed:
Section B – CLIN 0001 Narrative	Added Offeror proposed Head Start Language
Section B – CLIN 0005 Target Cost + Fee	Corrected the proposed calculated amount for (b)(4)
Section B – CLIN 0008 Target Cost amount	
Section B – CLIN 0009 Target Cost amount	
Section B – CLIN 0102 Target Cost amount	
Section B – CLIN Descriptions	Added proposed PWS references to CLIN descriptions.
Section G – Clause G-01(b)	Updated Contracting Officer Representatives (COR) and COR's contact information.
Section G – Clause G-06	Added CLIN 0001 amount pursuant to FAR 52.232-22 "Limitation of Funds"
Section I – Clause 252.232-7007	Added CLIN 0002 amount pursuant to DFAR 252.232-7007 "Limitation of Government's obligation"
Section J Attachment 3 – PWS	Added Appendix A incorporating evaluated PWS Strengths.
Section J Attachment 8 – CDRLs	Added signed CDRLs.
Section J Attachment 18 – Compliance and	Added "Additional Security Procedures and
Reference Documents	Processes" IAW DD Form 254.
Section J Attachment 20 – DD Form 254	Added signed DD254



Medium Range Ballistic Missile Targets

Attachment 1 – Statement of Objectives

Statement of Objectives (SOO)

1.0 Overall Objectives

(b)(5)		
(b)(5)		

1.8 Provide sound program management to control cost, maximize efficiencies, adhere to schedule, and meet MRBM performance requirements while keeping the government involved and informed.

2.0 Contract Objectives

(b)(5)	
(b)(5)	
(b)(5)	
(b)(5)	
(b)(5)	

3.0 Engineering Objectives

(b)(5)		
(b)(5)		

3.7 Provide a quality management process to ensure that all parts, components, assemblies, and software meet MDA MAP/ PMAP requirements.

4.0 Program Management Objectives

4.1 Establish an industry/Government integrated product and management team (that includes all required stakeholders) to meet established cost, schedule, performance, and logistics requirements. Make maximum use of electronic technologies to reduce paper, increase timely data flow, and provide for ease of data retrieval.

(b)(5)	
(b)(5)	

4.4 Establish a program management process/system that provides accurate and timely information on progress in meeting cost, schedule, and performance requirements. Keep the government involved and informed.

4.5 Establish and execute a comprehensive risk management system. Eliminate risks to the maximum extent possible and mitigate remaining risks consistent with engineering and cost constraints.

5.0 Logistics Objectives

(b)(5)	
(b)(5)	



Medium Range Ballistic Missile Targets

Attachment 2 – Targets System Performance Specification (TSPS) Placeholder

The MRBM Targets System Performance Specification (TSPS) is classified and is provided under separate cover.



Medium Range Ballistic Missile Targets

Attachment 3 – Performance Work Statement (PWS)

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Pages 165 – 172

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Under Exemption (b)(4) and Under Exemption (b)(5)



2.2.2 Contract Data Requirement (CDRL) Deliverables

L-3 Coleman shall provide all contract data items in accordance with the Contract Data Requirements Lists (CDRLs) format, distribution and frequency requirements of MDA RFP HQ0147-12-R-0005 Section J, Attachment 4. Table 2.2.2-1 is the Contract Data Requirements Lists Index for the M-MAT program. These document deliveries have been fully allocated to the respective Performance Work Statements in Section 4.0.

Data Item No.	Title of Data Item	Subtitle
A001	TEST PLAN	TEST PLANS AND PROCEDURES
A002	ACCEPTANCE DATA PACKAGE	ADP
A003	TEST PLAN	LAUNCH PROCEDURES
A004	UNIVERSAL DOCUMENTATION SYSTEM INPUTS	
A005	SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	FLIGHT TEST REPORT
A006	SCIENTIFIC AND TECHNICAL REPORTS	TARGET TRAJECTORY DATA
A007	SAFETY CERTIFICATES	HAZMAT AND EXPLOSIVE MATERIAL HANDLING CERTIFICATIONS
A008	RANGE SAFETY DATA PACKAGE	RSDP
A009	DEVELOPMENT DRAWINGS AND LISTS	
A010	SAFETY ASSESSMENT REPORT	SAR
A011	EXPLOSIVE HAZARD CLASSIFICATION DATA	
A012	INTERFACE CONTROL DOCUMENT	TOVehicle ICD
A013	HARDWARE-IN-THE-LOOP TELEMETRY TAPE	

Table 2.2.2-1. CDRL List

Table 2.2.2-1. CDRL List

Data Item No.	Title of Data Item	Subtitle
A014	SOFTWARE DEVELOPMENT PLAN	
A015	ACCEPTANCE TEST PROCEDURE	АТР
A016	SCIENTIFIC AND TECHNICAL REPORTS	TC TARGET AND SIGNATURE MODELS
A017	SCIENTIFIC AND TECHNICAL REPORTS	TARGET TAILORING TRADE STUDIES
	Reserved	
A019	SCIENTIFIC AND TECHNICAL REPORTS	AERODYNAMIC PROPERTIES REPORT
A020	SCIENTIFIC AND TECHNICAL REPORTS	MASS PROPERTIES REPORT
A021	SCIENTIFIC AND TECHNICAL REPORTS	PROPULSION DATA
A022	TEST PLAN	TARGET CHARACTERIZATION PLAN
A023	RESERVED	
A024	SCIENTIFIC AND TECHNICAL REPORTS	TECHNICAL PERFORMANCE MEASURES (TPMs)
A025	FAILURE ANALYSIS & CORRECTIVE ACTION REPORT	
A026	STORAGE/TRANSPORTATION ENVIRONMENTS REOUIREMENTS	
B001	SCIENTIFIC AND TECHNICAL REPORTS	INTEGRATED MASTER PLAN (IMP)
B002	SCIENTIFIC AND TECHNICAL REPORTS	INTEGRATED MASTER SCHEDULE (IMS) UPDATE
B003	MDA/QS Core and On Time Delivery Metrics	
B004	REVIEW DATA PACKAGES	SRRs, CDRs, PSRs, MRRs, FRRs and POST-FLIGHT REVIEWS

Table 2.2.2-1, CDRL List

Data Item No.	Title of Data Item	Subtitle
B005	DATA ACCESSION LIST	DAL
B006	CONTRACT FUNDS STATUS REPORT (CFSR)	
B007	DD FORM 1921, "Cost Data Summary Report"	1921
B008	WORK BREAKDOWN STRUCTURE AND DICTIONARY	WBS
B009	COMMON COST MODEL	ССМ
B010	RESERVED	
B011	TC MISSION ASSURANCE IMPLEMENTATION PLAN	TC MAIP
B012	TC PARTS, MATERIALS, PROCESSES CONTROL PROGRAM PLAN	TC PMPCP
B013	TC MANUFACTURING/PRODUCIBILITY PLAN	TC MPP
B014	TC PRODUCTION READINESS ASSESSMENT PLAN	
B015	RESERVED	
B016	MISSION EXECUTION TEST SCHEDULE	
B017	FUNCTIONAL COST HOUR REPORT DD FORM 1921-1	FUNCTIONAL COST-HR
B018	PROGRESS CURVE REPORT (DD FORM 1921-2) - UNIT REPORTING	PCR
B019	CONTRACT PERFORMANCE REPORT	CPR
B020	SCIENTIFIC AND TECHNICAL REPORTS	SYSTEM ACCEPTANCE AND TURNOVER PLAN
B021	TARGETS AND COUNTERMEASURES MRBM SYSTEMS ENGINEERING MANAGEMENT PLAN	SEMP
B022	DELETED - RESERVED	

Table 2.2.2-1. CDRL List

Data Item No.	Title of Data Item	Subtitle
B023	TC RISK MANAGEMENT PLAN	
B024	TC INTEGRATED TEST AND EVALUATION PLAN	
B025	TC CONFIGURATION MANAGEMENT PLAN	
B026	TC PRODUCT AND INSPECTION PLAN	
B027	TC OUALITY ASSURANCE PLAN	(INCLUDES SUPPLIER MANAGEMENT PLAN)
B028	TC PROGRAM AUDIT PLAN	
B029	TC AUDIT FINDING METRICS	
B030	TC PROGRAM SYSTEM SAFETY PLAN	
B031	TC SAFETY RISK MANAGEMENT METRICS	
B032	HAZARDOUS MATERIALS MANAGEMENT PLAN	
B033	RESERVED	
B034	SMALL BUSINESS PARTICIPATION REPORT	
D001	INTEGRATED LOGISTICS SUPPORT PLAN	CONTRACTOR SUPPORT PLAN
D002	STORAGE DATA LOGS	MAINTANCE/SUSTAIMENT RECORDS
D003	GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT	FINAL GOVERNMENT PROPERTY INVENTORY REPORT
D004	GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT	PHYSICAL INVENTORY SCHEDULE AND REPORTS FOR GFP
(b)(5) (b)(5)		

(b)(4),(b)(5)

(b)

(b)

Pages 177 – 251

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Under Exemption (b)(4) and Under Exemption (b)(5)



Medium Range Ballistic Missile Targets

Attachment 4 – Delivery Schedule

Pages 253

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Under Exemption (b)(5)



Medium Range Ballistic Missile Targets

Attachment 5 – Integrated Master Plan (IMP)

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Attachment 6 – Mission Assurance Implementation Plan (MAIP)

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M-MAT Mission Assurance Implementation Plan

Pages 302 - 596

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Medium Range Ballistic Missile Targets

Attachment 7 – Parts, Materials, Processes, Control Program Plan (PMAP)

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M-MAT Parts, Material, Processes Control Program Plan

Pages 599 - 732

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Appendix H PMAP Compliance Matrix

Reserved



Medium Range Ballistic Missile Targets

Attachment 8 – Contract Data Requirements List (CDRLs)

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CONTRACT DATA REQUIREMENTS LIST (CDRL)

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1.0 INTRODUCTION

This document provides data submission information to contractors for the basic contract and/or options to be accomplished. Within this document will be found:

- Instructions
- Contract Data Requirements Lists (CDRLs) with CDRL Index.
- One-Time Data Item Descriptions.

Data Item Descriptions (DIDs) have not been included in this document. Standard DIDs will be furnished upon request.

Some contractual efforts are planned for accomplishment in a Basic period and option period(s). When option periods apply or additional Contract Line Items require delivery of data, this document will contain one set of instructions but "may" contain two or more sets of Indices (Cross Reference Lists) and CDRLs (Exhibits). The Table of Contents will show actual numbers of each of the aforementioned document items.

Once a contract begins, changes to this document will be made in the same manner as for any other section of the contract.

2.0 INSTRUCTIONS FOR INTERPRETING DD FORM 1423 AND RELATED INFORMATION, AND FOR PREPARATION AND DELIVERY OF DATA

2.1 GENERAL

An automated equivalent of the CDRL, DD Form 1423, is provided in this document. The CDRL shall be used as the main contractual document which lists the data/information items that are formally deliverable to the Government under the contract to which the CDRL applies. Exceptions may be noted in the Contract Schedule and/or the Contract General Provisions, either of which may require submission of other data. (See DFAR 252.227-7031). Each CDRL item has an assigned Exhibit Line Item (sequence) number, a DID identifier and a data item title (and in some cases a subtitle). Additionally, the CDRL provides other information such as: frequency of submission of deliverable item; as-of-date; dates of first and subsequent submissions; distribution; and, approval.

The DD Form 1664, Data Item Description, tailored as necessary, provides detailed instructions for preparation of data which is listed on the CDRL. The DIDs are identified by title and assigned data item alpba-numeric codes; e.g., DI-F-6010. In those instances in which a DID has been generated to fit a particular requirement, standard DID does not exist or supply the appropriate information, it is assigned a unique identifier code (e.g., OT-MRT-20081).

The contractor shall develop a CDRL sequence-to-Performance Work Statement (PWS) index as part of their proposal. This cross reference list will show all the applicable CDRL sequence numbers in the left hand column and, in the right column indicate where each CDRL sequence numbered item applies in the contract. (i.e., where work/tasks have been required generate the data).

2.2 INTERPRETATION OF THE CDRL, DD FORM 1423

The DD Form 1423 exists in three automatable versions (DD Form 1423, 1423-1 and 1423-2). This data requirements document utilizes the 1423-2 version. The blocks are essentially self-explanatory and are delineated on the DD Form 1423-2 (Reverse), see DFAR 253.303-1423, 1423-1, 1423-2. Additionally, instructions, definitions and codes shown on the DD Form 1423 are contained in AR 700-51. Further instructions and guidance are provided for Blocks 7, 8, 10, 11, 12, 14, and 16 in the following sections.

2.2.1 Block 8. "APP Code (A, or N/A") - When "A" is placed in Block 8, Government approval of the submitted data is required. When "A" is placed in Block 8, distribution of the final data will be deferred pending receipt of written approval and/or comments to the submitted draft. Most of these data shall require submission of a preliminary draft before publication of a final document. The Government's/contractor's responsibilities for timely processing of such submitted data is identified in Block 16 by the expression "APPROVAL: GXX/CYY" (numbers are inserted in place of XX and YY which represent numbers of calendar days). This expression is interpreted as follows: "Government response (approval/disapproval/comments; i.c., technical direction) will be provided "XX" calendar days after receipt of the data from the contractor; the contractor will update/revise the data (reflecting the Government's comments) and resubmit within "YY" calendar days of receipt of the Government's response. When an "N/A" appears in Block 8, draft data is not required to be submitted before submittal of final data. (NOTE: All deliverable data is subject to disapproval/rejection by Government). This block must have either an "A" or "N/A" inserted.

2.2.2 Block 16. "Remarks" - See instructions for Block 8, "APP Code" above for approval actions annotated in this block. This block may also be used to modify/tailor the preparation instructions of the data item description. If such is the case, an appropriate statement to include on the data item might be: "Prepared per instructions in CDRL Block 16 and note in CDRL Instructions for Interpreting DD Form 1664". Other uses of Block 16 are to provide a place for specific instructions relating to: report frequency; as of date: time of first submission, time of subsequent submissions, and/or subtitle for Block 3 entries for CDRL sequences that deliver multiple documents.

2.2.3 Block 14. Distribution Addressee Code List

This section delineates the addresses for all the addressee codes (Block 14.a) listed on the CDRLs. Unless otherwise indicated: the first distribution is Block 14 as the governing authority for CDRLs.

Missile Defense Agency ATTN: MDA/ (supply office symbol from the 1423, Block 14.a.) Bldg. 5222 Martin Road Redstone Arsenal, AL 35898

MDA/DACT	Missile Defense Agency ATTN: MDA/DACT Bldg. 5222 Martin Road Redstone Arsenal, AL 35898
MDA/TC	Missile Defense Agency ATTN: MDA/TC Bldg. 5222 Martin Road Redstone Arsenal, AL 35898
MDA/TCA	Missile Defense Agency ATTN: MDA/TCA Bldg. 5222 Martin Road Redstone Arsenal, AL 35898
MDA/TCE	Missile Defense Agency ATTN: MDA/TCE Bldg. 5222, Martin Road Redstone Arsenal, AL 35898
MDA/FCO	Missile Defense Agency ATTN: MDA/TCO Bldg. 5222, Martin Road Redstone Arsenal, AL 35898
MDA/DTT	Missile Defense Agency ATTN: MDA/DTT Bldg. 5222, Martin Road Redstone Arsenal, AL 35898

MDA/DOV	Missile Defense Agency ATTN: MDA/DOV (b)(6)
	Bldg. 5222, Martin Road
	Redstone Arsenal, AL 35898
MDA/DOC	Missile Defense Agency
	ATTN: MDA/DOC
	Bldg. 5222, Martin Road
	Redstone Arsenal, AL 35898
MDA/QS-TC	Missile Defense Agency
	ATTN: MDA/QS-TC
	Bldg. 5222, Martin Road
	Redstone Arsenal, AL 35898
MDA/ TCL	Missile Defense Agency
	ATTN: MDA/TCL
	Bldg. 5222, Martin Road
	Redstone Arsenal, AL 35898

2.2.4 Block 10. Frequency - The frequency of data submittal. Entries in this Block are explained in Table 1. "Data Submittal Frequency Codes". If the data is of a recurring type, it is to be submitted at the end of the reporting period established in this Block unless otherwise indicated in Block 16 or Block 13.

2.2.5 Block 11. As of Date - Date for cutting off collection of the data. If the data is to be submitted multiple times, a numeral will be entered in this block to indicate the number of calendar days prior to the end of the reporting period, established in Block 10, that data collection will be cut off. For example "15" would place the "as of" date for the data at 15 days before the end of the month, quarter, or year, depending on the frequency established in Block 10; a "0" would place the "as of" date at the end of each month, quarter, etc. If the data is submitted only once, the "as of" date will be as follows: year/month/day (e.g., "92 Mar 10").

2.2.6 Block 12, Date of First Submission - The due date for initial data submission. This is normally the postage date the data is delivered to the ACO, entered as year/month/day (e.g., 90MAR 15) or keyed to a specific event or milestone, using a code from Table 2, "Data Submission Codes".

NOTE: No classified dates are cited in the CDRL.

TABLE 1. DATA SUBMITTAL FREQUENCY CODES

CODE	FREQUENCY
ANNLY	Annually
ASGEN*	As generated
ASREQ*	As required
BI-MO	Every two months
BI-WE	Every two weeks
CP/RQ	Change pages as required
DAILY	Daily
DFDEL	Deferred delivery (See DFARS 252.227-7026)
MTHLY	Monthly
ONE/P	One Preliminary
ONE/R	One time with revisions
OTIME	One time (Does not include draft submissions)
QTRLY	Quarterly
R/ASR*	Revisions as required
SEMIA	Every six months
WEEKLY	Weekly
XTIME	Multiple separate submittals (2TIME, 3TIME, etc.) (Does not include draft submissions). Requirement is fully described in Block 16. Used in lieu of other codes where such are inadequate to define requirement, or used in addition to other codes requiring amplification in Block 16.

TABLE 2. DATA SUBMISSION CODES

[CODE	FREQUENCY
82. 	ASGEN	As generated
	ASREQ*	As required
	DFDEL*	Deferred delivery
	XMAC**	Months after contract award
	XDAC**	Days after contract award
	XDACM**	Days after contract modification
	XDADO**	Days after delivery order
	XDARP**	Days after reporting period
	XDARC**	Days after receipt of comments
	XDATC**	Days after test completion
	XDPTT**	Days prior to test
	NLT	No later than
	EOC	End of contract
	EOM	End of month
	EOQ	End of quarter
	SEE BLOCK 16*	Used to indicate requirement is fully described in Block 16.
		Used in lieu of other codes where such are inadequate to
		define requirement, or used in addition to other codes requiring amplification in Block 16.
*	The ELINS citing these	codes will have additional specific instructions in Block 16
	relative to data submission	
**	The "X" is assigned a va	lue indicating the number of days; e.g., 30DAC.

2.3 SPECIAL INSTRUCTIONS

2.3.1 Block 7, DD 250 Reg - The "Letter of Transmittal" shall be used when transmitting the reports/data items listed in the CDRL when Block 7 is coded LT. The data letter transmittal shall be addressed to the Technical Office shown in CDRL Block 6. (See address as provided in Block 14 Instructions.) The transmittal letter shall reference the CDRL sequence number(s) of the data. For data requirements which have an "A" code in CDRL Block 8, the Letter of Transmittal shall contain a request for written approval from the Government. Copies of data designated for delivery to the responsible technical office shall be forwarded by the original of the Letter of Transmittal. Copies of all transmittal letters (without enclosures unless they are specifically requested) shall he furnished to DCMAO, as appropriate, and the MDA/DACT. For data distribution for items having an "A" coded in CDRL Block 8, initial distribution shall only be made to the addresses with a quantity entry in CDRL Block 14.b. "DRAFT" column. Upon receipt of approval of data item from the Government, subsequent distribution shall he made to final distribution coded in Block 14. For Block 7 codes other than I.T, the acceptance will be by DD 250 action as defined in AR 700-51 DOD 5010.12-M, and DFAR Supplement Appendix F.

2.3.2 Disclaimer Statement - A conspicuous disclaimer statement shall be contained on the cover of all interim, draft and final reports as follows:

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

2.3.3 Distribution Control - Except as provided by the CDRL (DD Form 1423 Block 9) hereof, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

A. The following terms applicable to this section are defined as follows:

1. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

2. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

3. Technical Data. Recorded information related to experimental, developmental, or engineering works that can he used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may he graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation.

B. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423, or paragraph E below, the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless expressly authorized/directed by the Contracting Officer in writing

C. Except as otherwise set forth in the CDRL or otherwise directed by the government (e.g., paragraph D below) all technical documents prepared under this contract shall be marked with the appropriate distribution statement, warning, and destruction notice in accordance with all marking references as specified in the DD Form 254.

D. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than Distribution Statement D would provide adequate protection. If so, the Government's concurrence/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

E. The prime and subcontractors are authorized to use technical documents generated or held under this contract for purposes of this contract or any other MDA contract, solicitation or program and to flow such technical documents to each other, DOD officials and other DOD contractors having a "need to know" in connection with this contract or any other MDA contract, solicitation or program. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer's Representative (COR) will provide direction. The authorization provided by this paragraph E is subject to strict compliance with contract security requirements, export control requirements, contractor proprietary restrictions/markings and/or the provisions of any applicable non-disclosure agreements which may be in effect.

2.4 Digital Delivery of Data

For each contract data deliverable, the contractor shall identify the type of hardware (i.e., workstation, PC, Macintosh, etc.) and the name and version of the software (i.e., MS Office 200X, Word v.xx, Word Perfect v.xx, Excel v.xx, dBase v.xx, McDraw v.xx, Harvard Graphics v.xx, etc.) used for preparation of that deliverable. The contractor shall provide one electronic media to each addressee identified by the distribution provided in Block 14.

SECTION 3.0

EXHIBIT C - CONTRACT DATA REQUIREMENTS

INDEX LIST

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PWS Paragraph
A001	TEST PLAN	TEST PLANS AND PROCEDURES	1.12, 116, 117
A002	ACCEPTANCE DATA PACKAGE	ADP	1.1.2, 1 1.3, 1 1 4, 1 1 5, 1 1 6, 1.1.7, 1 1.8
A003	TEST PLAN	LAUNCH PROCEDURES	2.1.1, 2 2 1
A004	UNIVERSAL DOCUMENTATION SYSTEM INPUTS		221
A005	SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	FLIGHT TEST REPORT	2.3.1
A006	SCIENTIFIC AND TECHNICAL REPORTS	TARGET TRAJECTORY DATA	212
A007	SAFETY CERTIFICATES	HAZMAT AND EXPLOSIVE MATERIAL HANDLING CERTIFICATIONS	2.6 1
A008	RANGE SAFETY DATA PACKAGE	RSDP	115
A009	DEVELOPMENT DRAWINGS AND LISTS	<u> </u>	1.1.1, 1 1.2, 1 1.3, 1 1 4, 1 1 5, 1 1 6, 1 1.7
A010	SAFETY ASSESSMENT REPORT	SAR	115
AD11	EXPLOSIVE HAZARD CLASSIFICATION DATA	-	1 6.4
A012	INTERFACE CONTROL DOCUMENT	TOVehicle ICD	1 1.6. 1 1.7
A013	HARDWARE-IN-THE-LOOP TELEMETRY TAPE		1 5.2
A014	SOFTWARE DEVELOPMENT PLAN		151

CDRL-to-Performance Work Statement Index

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PWS Paragraph
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A016	SCIENTIFIC AND TECHNICAL REPORTS	TC TARGET AND SIGNATURE MODELS	1 5 2, 1 7 1, 2.1 2
A017	SCIENTIFIC AND TECHNICAL REPORTS	TARGET TAILORING TRADE STUDIES	1.7.1, 4.2.1
A018	SCIENTIFIC AND TECHNICAL REPORTS	POST MISSION VALIDATION REPORT	2.13.1
A019	SCIENTIFIC AND TECHNICAL REPORTS	AERODYNAMIC PROPERTIES REPORT	1.5.2, 2.1.2
A020	SCIENTIFIC AND TECHNICAL REPORTS	MASS PROPERTIES REPORT	1.5.2, 2.1.2
A021	SCIENTIFIC AND TECHNICAL REPORTS	PROPULSION DATA	2 1.2
A022	RESERVED		
A023	RESERVED		
A024	SCIENTIFIC AND TECHNICAL REPORTS	TECHNICAL PERFORMANCE MEASURES (TPMs)	1.5.1
A025	FAILURE ANALYSIS & CORRECTIVE ACTION REPORT		2.1.2
A026	STORAGE/TRANSPORTATION ENVIRONMENTS REQUIREMENTS		1.5.1

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PWS Paragraph
B001	SCIENTIFIC AND TECHNICAL REPORTS	INTEGRATED MASTER PLAN (IMP)	162,242
B002	SCIENTIFIC AND TECHNICAL REPORTS	INTEGRATED MASTER SCHEDULE (IMS) UPDATE	16.2, 2.4.2
B003	MDA/QS Core and On Time Delivery Metrics		1.6.2, 2.4.2
B004	REVIEW DATA PACKAGES	SRRs, CDRs, PSRs, MRRs, FRRs and POST-FLIGHT REVIEWS	1 1 7, 1 5 1, 1 6 2, 1.6.5, 2.4.5
8005	DATA ACCESSION LIST	DAL	1.6.2, 2 4 2
B006	CONTRACT FUNDS STATUS REPORT (CFSR)		1.6.2, 2 4.2
B007	DD FORM 1921. "Cost Data Summary Report"	1921	16.2, 242
B008	WORK BREAKDOWN STRUCTURE AND DICTIONARY	WBS	1.6.2, 2.4.2
8009	COMMON COST MODEL	ссм	1.6.2, 2 4.2
B010	RESERVED		3 m
B011	TC MISSION ASSURANCE IMPLEMENTATION PLAN	TC MAIP	1 6.5
B012	TC PARTS, MATERIALS, PROCESSES CONTROL PROGRAM PLAN	ТС РМРСР	1.6.5
B013	TC MANUFACTURING/PRODUCIBILITY PLAN	TC MPP	1 5.1
B014	TC PRODUCTION READINESS ASSESSMENT PLAN		151

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PWS Paragraph
B015	RESERVED		
B016	MISSION EXECUTION TEST SCHEDULE		1 6.2, 2 4.2
8017	FUNCTIONAL COST HOUR REPORT DD FORM 1921-1	FUNCTIONAL COST-HR	1.6 2, 2.4 2
B018	PROGRESS CURVE REPORT (DD FORM 1921-2) – UNIT REPORTING	PCR	162,2.4.2
B019	CONTRACT PERFORMANCE REPORT	CPR	1.6 2, 2 4.2
8020	SCIENTIFIC AND TECHNICAL REPORTS	SYSTEM ACCEPTANCE AND TURNOVER PLAN	118
B021	TARGETS AND COUNTERMEASURES MRBM SYSTEMS ENGINEERING MANAGEMENT PLAN	SEMP	151
B022	DELETED - RESERVED		
B023	TC RISK MANAGEMENT PLAN		1.6.6, 2.4.6
B024	TC INTEGRATED TEST AND EVALUATION PLAN		1.1.8
8025	TC CONFIGURATION MANAGEMENT PLAN		1 6.2, 2.4.2
8026	TC PRODUCT AND INSPECTION PLAN		1 5.1
B027	TC SUPPLER MANAGEMENT PLAN		1 6.4, 2 4 4
8028	TC PROGRAM AUDIT PLAN		1.6 4, 2 4.4

DATA ITEM NO.	TITLE OF DATA ITEM	SUBTITLE	PWS Paragraph
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B030	TC PROGRAM SYSTEM SAFETY PLAN		1 6.4, 2.4 4
B031	TC SAFETY RISK MANAGEMENT METRICS		164,2.4.4
B032	HAZARDOUS MATERIALS MANAGEMENT PLAN	· · · · · · · · · · · · · · · · · · ·	164.244
B033	RESERVED		
B034	SMALL BUSINESS PARTICIPATION REPORT		162,242
D001	INTEGRATED LOGISTICS SUPPORT PLAN	CONTRACTOR SUPPORT PLAN	1 10.1, 2.1.2
D002	STORAGE DATA LOGS	MAINTANCE/SUSTAIMENT RECORDS	245
D003	GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT	FINAL GOVERNMENT PROPERTY INVENTORY REPORT	2.8 1
D004	GOVERNMENT PROPERTY PHYSICAL INVENTORY COUNT AND CUSTODIAL BALANCE REPORT	PHYSICAL INVENTORY SCHEDULE AND REPORTS FOR GFP	2.8 1

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4. AUTHORITY (Date	a Acquisition Document No)		5.0	ONTRACT REFERENCE	E	6. REQUIR	ING OFFIC	E		18. ESTIMATED
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* MDA/DACT	- CDRL, Cover Lette	er and app	roval receipt	if BLOCK 8 is m	arked as "A".						
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	r shall deliver brief	ings or reports to	address trade studies	s conducted.	MDA/TCE	1	1		-
	, these briefings or de a summary of th		ses results.		MDA/DACT*		1		
- Provid	de a description of	the trade study ev		findinge					-
	rting recommendation		ed and the important	Thiongs					
BLOCK 12:30	0 days after the complet	tion of each study.							
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D. SYSTEM/ITEM		E. CONTRAC		F. CONTRAC	TOR an Aerospace				· · · ·
1. DATA ITEM NO.	2, TITLE OF DAT		7-14-C-0001	3. SUBTITLE	an Acrospace		-	-	17. PRICE GROUP
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	na Acquisition Document No) 111A/T Jan 2000	5.	CONTRACT REFERENC	Б	er bacoy	QUIRING OF ADA/TCE			18. ESTIMATED TOTAL PRICE
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	operties shall be cha		jects which have not	flown in the	MDA/TCE	1	1		
configuration pla	anned for a given flig	gnt test.			MDA/DACT*		1		1
This data shall b	e provided in a repor	n and within the traj	ectory model.						-
Post flight data s	hall be used to valid	ate/update these mo	dels for future flight	tests.]
BLOCK 8 G30/	C15					-		-	-
* MDA/DACT	- CDRL, Cover Lett	er and approval reco	ipt if BLOCK 8 is r	narked as "A"					
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	untermeasures	- AND	47-1	4-C-0001	L-3 Colema	an Aerospace			-	
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	and measured data sl	hall be provided in	n a re	port and in a CAD	model for full				1)—
s property ca	acutations.									
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results docume Data collected updating the m BLOCK 8: G30/C	shall have proper ir inted and delivered i during the flight test odel for future fligh 15 CDRL, Cover Lette	n a report. t shall be compar t tests.	red to th	e models for vali	dation and/or	MDA/DACT*		1		
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e public reporting burden for this collection of	(1 Data Item)	CMENTS LI	sc. including th	se time for reviewing instru-	tions, scarching existing	data sources, i	pathering and main	starting the dat	ts tereded, and	1	
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Document N	MISC-8	0711/				6 REQUIRING OFFI	ce IDA/TO	C		16 ESTIMATED TOTAL PRICE
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D. SYSTEM/ TARG		D CO	UNTERMEASURES		ACT/PR NO 14-C-0001	F CONTRACTOR L-3 Coleman Aerospace					
1. DATA ITEM NO A026	1000	ORAC	GE/TRANSPORTATI REQUIREM		RONMENTS	3 SUBTITLE					17 PRICE GROUP
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with the C shall be de Officer and Element). is signed b identified l provide su Accountab Blocks 10,	ontractor's app elivered in elect d respective M All physical in by the Contractor beyond the acc pporting docur one Property Of , 11, and 12: In	roved Property tronic format as DA Program O oventory reports or's Property Ac ountable record nentation (i.e. I ficer to establisi itial submission	Management S stated above t ffice/Organizat s shall be accord dministrator. W d during the phy nvoice, Receip h Government of the Contract	System, 1 o the MI tion (Fur npanied /hen add ysical in t and/or ownersh	the physical inventory reports DA Accountable Property inctional Management/Program by a written document which litional items/quantities are ventory, the Contractor shall DD Form 1149) to the MDA and valuation.					
after comp Block 13:	letion of the C Subsequent su	ontractor's perio	odic inventory. e physical inve	ntory re	ports due within 30 days after tractor's inventory schedule.	15 TOTAL-+				
G PREPARED B	IV.		н дате 4/4/2012	(b)(6)		0 I DA		0		

SECTION 4.0

One-Time (OT) Data Item Descriptions

.....

DATA ITEM DESC		Form Approved OMB NO, 0704-0188				
Public reporting hurden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching estitling data sources, gathering and maintaining the data meeted, and completing and reviewing the collection of information. Seed comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this horden, to Department of Defense, Washington Readquarters Services, Directorate for Information to Performance, 1215 Jefferson Davis Highway, Swite 1204, Artington, VA 22202-4302, and to the Office of Management and Budgel, Repervork Reduction Project (0704-0188), Washington, DE 20503.						
AP and On Time Delivery Metrics 01-MAP-090721						
3. DESCRIPTION/PURPOSE		100 200000 1				
MAP Core Metrics provide uniform quality performance	e data on hardware and software	performa	nce for major MDA programs.			
S. MERCE OF TRIMAST RESPONSIBILITE (OF R)	at the strik able		05. GIDEF AFFER ABLE			
 APPLICATIONS/LEBRELATIONS///P 7.1 This DID contains the format and content preparation requirements delineated in the contract. 	on instructions for the data produ	icts genera	ited by specific task			
7.2 This DID may be used on any type contract where a	vehicle for control and processi	ng of spec	ific quality metrics is needed.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b.	AMSC NUMBER			
90. PREPARATION INSTRUCTIONS Format						
The reporting tool is the MDA MAP ON TIME DELIVERY Metrics Reporting Tool-2x.pdf. This tool is used for automated data entry into the MAP and MARC databases and changes to the tool are not authorized without prior written approval of MDA/QS.						
<u>Content</u>						
Each of the MAP Metrics bas multiple primary data elements which generate one or more overall results describing the performance of specific tasks. MAP hardware metric 3.1.3.1.6 and software metric 3.1.3.1.8.d are no longer required. The reporting tool contains Hardware and Software specific versions of MAP Metric 3.1.3.1.4 and an On Time Delivery form for reporting critical item deliveries monthly.						
Each metric requires the entry of common data in th	e heading. These include:					
Date: Month and Year being reported						
Program: MDA designation of the reporting organizatio	n					
Component: Optional entry for data specific to a component of an MDA Program, e.g., THAAD Missile, GMD IMU, etc. Each component should be entered on a separate page.						
Subcomponent: Optional entry for data specific to a subcomponent of a listed component. Each subcomponent should be entered on a separate page.						
Hardware/Software: For all MAP metrics listed in this DID, select Hardware or Software, as applicable, from the drop down menu.						
Build: Optional entry for data specific to only one unit of a completely specified Program, Component or Subcomponent.						
Contractor: Enter the Contractor responsible for the data being reported from the drop-down menu.						
MAP Metric 3.1.3.1.1 Nonconformance Report Summary						
6 (j)						

NC Summaries will be prepared monthly for electronic delivery to MDA/QS using the on-line reporting tool.

Definitions applicable to the NC Reporting Process:

- Nonconformance or Deficiency Any deviation from a requirement specified in released engineering or manufacturing documentation or contract requirements.
- NC Closure No further action is required to eliminate the reported deviation.
- Preventive Action Actions taken to prevent recurrence of the reported defect and/or to screen defects which may have
 occurred in similar material.
- Corrective Action Actions taken to correct the documented defect
- Rework Actions taken to bring a defective item into full compliance with all applicable requirements.
- Repair Actions taken to return a defective item to useable condition, but not necessarily into full compliance with all applicable requirements.

NC form instructions.

- Nonconformance reports are required for any observed deviation from requirements contained in released engineering
 and manufacturing documentation. Supplier formats may be used as long as the following minimum data is available on
 each NC report:
 - 6 Document number
 - o Date initiated
 - o Part number of deficient part and highest level assembly affected
 - o Description of deficiency, including a reference to the applicable requirement
 - Disposition information, including Preliminary Material Review Board, Material Review Board and Failure Review Board actions taken to determine and implement required preventive and corrective action.
 - Closure information, including Rework and Repair (standard and non-standard) instructions, Return to Vendor, Scrap, and Use As Is decisions

Specific data required to complete the reporting tool for this metric include:

- Total NCs reported as Open (pending action) during the previous reporting period
- Number of New NCs opened during the reporting period
- Number of NCs closed by PMRB action, MRB action and FRB action during reporting period
- Number of open NCs pending closure by PMRB, MRB and FRB at end of reporting period
- Number of open NCs in 30 day increments (0-30, 31-60, 61-90 and >90 days) at the end of the reporting period
- Total number of open NCs at the end of the reporting period (This metric is calculated twice in the form. Both totals should match.)

The first NC Summary Report will treat legacy information as new data and a starting position will be included in the Comments block for this first NC Report Summary only

MAP Metric 3.1.3.1.2 Waivers and Deviations

Type 1 waivers or deviations are defined as those affecting performance, durability, interchangeability, systems interface, health or safety. All others are Type II waivers or deviations.

The specific data required to complete the reporting tool for this metric includes:

- Fotal count of Type I waivers submitted to the MDA PCB for approval during reporting period
- Total count of Type I waivers approved by the MDA PCB during reporting period
- Average cycle time for approval of Type I Waivers during reporting period
- Total count of Type II waivers submitted during reporting period
- Total count of Type II waivers approved during reporting period
- Fotal count of Type I deviations submitted to the MDA CCB for approval during reporting period
- Total count of Type I deviations approved by the MDA PCB during reporting period

- · Average cycle time for approval of Type I Deviations during reporting period
- Fotal count of Type II deviations submitted during reporting period
- Total count of Type II deviations approved during reporting period

MAP Metric 3.1.3.1.3 Change Requests

Class I and II Change Requests are defined in MAP paragraph 3.10.3.1.2.

The specific data required to complete the reporting tool for this metric includes:

- · Total count of Class I Change Requests submitted to the MDA PCB during reporting period
- Total count of Class I Change Requests approved by the MDA PCB during reporting period
- Average Cycle time for Class I Change Request approvals during reporting period
- Total count of Class II Change Requests submitted during reporting period
- Total count of Class II Change Requests approved during reporting period
- Average Cycle time for Class II Change Request approvals during reporting period

MAP Metric 3.1.3.1.4a Hardware Design Escapes

Design escapes include failures and defects found through analysis attributed to design.

The specific data required to complete the reporting tool for this metric includes:

- Number of design cscapes detected during the reporting period
- Location design escape was located Supplier facility and level of assembly, inspection or test
- Disposition of design escape (Corrective and Preventive Action)

MAP Software Metric 3.1.3.1.4 b Software Design Escapes

The specific data required to complete the reporting tool for this metric include:

- Current Phase selected from the drop-down menu
- Number of software requirements
- Development Completed? Select Yes or No from the drop-down mcnu.
- Percentage of design escapes detected in-phase
- For each completed or partially completed phase listed on the form, enter the number of defects found during the phase which originated during the phase. Also enter the number of defects detected which were determined by analysis to have originated in any earlier phase.
- All other data for this metric on this form is automatically calculated. Enter any comments applicable to this metric in the supplied space.

MAP Metric 3.1.3.1.5 Foreign Object Elimination

Foreign Object Damage and Debris (FOD) incidents are to be reported monthly.

The specific data required to complete the reporting tool for this metric include:

- Fotal number of FOD related incidents (damage and debris)
- Lotal number of FOD related incidents resulting in scrap, rework, or repair

MAP Metric 3.1.3.1.7 Program Quality Staffing

The specific data required to complete the reporting tool for this metric include:

- The number of planned quality personnel during the reporting period
- The number of on-board quality personnel during the reporting period

MAP Software Metric 3.1.3.1.8a Earned Value Work Performed (Schedule Performance Index (SPI)) and MAP Software Metric 3.1.3.1.8 b Earned Value Costs (Cost Performance Index (CPI))

The specific data required to complete the reporting tool for this metric include:

- · Work Breakdown Structure (WBS) Number for each active software component during the reporting period
- Budgeted Cost of Work Performed (BCWP)
- Budgeted Cost of Work Scheduled (BCWS)
- Actual Cost of Work Performed (ACWP)

MAP Software Metric 3.1.3.1.8 c Staffing Adequacy (SA)

The specific data required to complete the reporting tool for this metric include:

- Actual number of staff through the end of the reporting period
- Planned number of staff through the end of the reporting period
- Number of staff categorized by seniority who have left the software team during the reporting period

MAP Software Metric 3.1.3.1.8 e Software Requirements Index (SRI)

The specific data required to complete the reporting tool for this metric include:

- The current phase of the program selected from the drop-down menu
- For the selected phase only
 - 5 Number of Requirements Allocated to Software
 - o New Requirements
 - **o** Modified Requirements
 - o Deleted Requirements
 - o Slipped Requirements
 - Total requirements (N+M+D+S) in Previous Reporting Period

MAP Software Metric 3.1.3.1.8 f Software Test Coverage

The specific data required to complete the reporting tool for this metric include:

- · Software tests scheduled through the end of the reporting period
- Software tests completed through the end of the reporting period
- · Software tests passed through the end of the reporting period
- Number of software requirements covered by tests during reporting period

MAP Software Metric 3.1.3.1.8 g Source Lines of Code (SLOC)

The specific data required to complete the reporting tool for this metric include:

- Current Life Cycle Phase selected from the drop-down menu
- Estimated number of source lines of code to be delivered at completion
- Actual number of source lines of code developed during reporting period

MAP Software Metric 3.1.3.1.8 h Defect History

The specific data required to complete the reporting tool for this metric include:

- Number of defects opened in the developed software during the reported period by criticality (Category 1, 2, 3 and 4&5)
- Number of defects closed in the developed software during the reported period by criticality (Category 1, 2, 3 and 4&5)

MAP Software Metric 3.1.3.1.8 i Defect Density

The specific data required to complete the reporting tool for this metric include:

- Cumulative number of defects discovered by criticality (Category 1, 2, 3 and 4&5)
- Source Lines of Code developed to date

On Time Delivery Metric

a. Definitions.

- Critical Items are identified by each Program's Critical Item List, IMS and/or Line of balance report. Critical Items may include hardware, software, CDRL items or any combination.
- Scheduled Delivery Date is the Program Need Date at the beginning of the reporting month for each critical item to be delivered during that month. For the purpose of this report, scheduled delivery dates do not change during the month.
- On time, or early, delivery is defined as on, or before, the existing Program Need Date at the beginning of each month. On time, or early, only applies to critical item deliveries scheduled at the start of the reporting month.

b. Form instructions.

- For each unique combination of Supplier, Location, and Program with scheduled critical item deliveries in a month use one row of the input form. Multiple critical item deliveries from the same Supplier/Location/Program combination may be combined on one row. Enter data for Tier 1, 2 and 3 suppliers only. Data may optionally be reported at the Component level.
- .
- Unscheduled critical item deliveries are not to be included in the current report. If a critical item is delivered before its
 scheduled need date, it may no longer qualify as a critical item. If it remains on the critical list after delivery for some
 reason, it may be counted as on time during the scheduled month, but not during the delivered month.
- If a delivery is late to the Program Need Date, but received during the current month, it is the Program's option to count it
 as on time, or late depending on the Program's impact assessment of the late delivery. Any planned delivery rescheduled
 to a new month, will be counted as late during the current month.

Questions about the required content for the reporting tool should be addressed to MDA/QS

11. DISTRIBUTION STATEMENT

J Form 1664, APR 89

Previous editions are obsolete

SECTION 5.0

MIL-DTL-31000C

TDP OPTION SELECTION WORKSHEET DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS

> TDP OPTION SELECTION WORKSHEET DEVELOPMENTAL DESIGN SOLID MODELS

FROM MIL-DTL-31000C

		DEVI	ELOPM	TDP OPTION SELE MENTAL DESIGN DR			a second second second second	D LISTS	
A CONTRACT NO. B EXHIBIT/ATTACHME HQ0147-14-C-0001					ENT NO	C	CLIN	D. CDRL DATA ITEM NO. DI-SESS-81002D	
L.DE	LIVERABLE PROD	UCT (and con	plete 1	X as applicable .)			-		
	a. ORIGINALS (Specify current design activity's full size reproducible drawing or digital data file(s) on which is kept the revision record recognized as official) (Identify specification, type, grade and class, etc.)								
X	b. REPRODUCTIONS (Identify specifications, type, grade and class, etc., and quantity of each)								
	c. DIGITAL DATA	(Identify speci	fication	n, exchange media, etc. a	ind specif	ly origina	il (master) or	copy)	
2. C/	AGE CODE AND DOG	CUMENT NU	MBER	S (X ONE)					
X	a. CONTRACTOR								
	b. GOVERNMENT	(Complete (1)	and (2)) or (3)					
(I) U	se CAGE Code	(2) Use Do	cument	Numbers		(3) To Be Assigned By			y.
3. DF	AWING FORMATS	AND DRAWI	NG FO	DRMS (X one and com	plete as a	pplicabl	e)		
X				be supplied by contracto					
(1)	b. GOVERNMENT Samples supplied by c. GOVERNMENT Government Furnish PES OF DRAWINGS	(Specify). FORMATS. Fe ed Material by	orms to (Speci	fy).	GL				
X	a CONTRACTOR S	and the second se	1/4 01			b. GO	VERNMEN	FSELECT	S (Specify in Item 8)
5. AS	SOCIATED LISTS (N	and complete	e as ap	plicable)					Sector Contractor
X	a PARTS LISTS (X	one)		(1) Integral		(2) Se	parate	X	(3) Contractor's Option
X	b. DATA LISTS (X			(1) Not Required	X	and the second sec	(2) Required (Specify levels of assembly) 3RD		
X	c. INDEX LISTS (X one) X (1) Not Required (2) Required (Specify levels of assembly)				of assembly)				
X	d. WIRING LISTS (X one)		(1) Not Required	X	(2) Re	quired (Spec	ify levels o	of assembly) 2ND
X	e INDENTURED D (X one)		X	(1) Not Required		(2) Required (Specify levels of assembly)			f assembly)
X						quired (Spec	ify levels o	f assembly)	
6. DE	TAILS (X one)	_				1			
-	a MULTIDETAIL I	and the state of the state of the state of the	and the second second	IN BRANE GROA		Concernance and the	NODETAIL	DRAWIN	GS MANDATORY
7. AP		r	New State	lowing Standards apply:	(X as ap		10101111	24	1 1.1 20002010
	a. ASME Y14.100, ENGINEERING DRAWING PRAC (COMMERCIAL)	CTICES C	XXXXXXX	b. ASME Y14 100, WITH APPENDIC USED FOR GUIDANCE		C	ASME Y14 ASSOCIAT	74 K	d. EXISTING STANDARDS DO NOT APPL'

DRAWING - Option Selection Worksheet-Developmental Design Drawings and Associated Lists

FROM MIL-DTL-31000C

	TDP OPTION SELECTION DEVELOPMENTAL DESIGN	승규가 있는 것 같은 것 같	
A CONTRACT NO HQ0147-14-C-0001	8 EXHIBIT/ATTACIIMENT NO C	C CLIN	D. CDRL DATA ITEM NO DI-SESS-81002D
I. DELIVERABLE PRODUCT (and com	plete X as applicable.)	2	÷
a 3-DIMENSIONAL SOLID MODEL	S (Specify format(s) (Native CAD, STEP, A	P. IGES, etc.)	
	D DRAWINGS (If 2-D drawings based on 3 KSHEE3-DEVELOPMENTAL DESIGN D		
2. CAGE CODE AND DOCUMENT NUM	ABERS (X ONE)		
a CONTRACTOR			
h GOVERNMENT (Complete (1) and	(2) or (3)		
(1) Use CAGE Code	(2) Use Document Numbers	(3) To Be Assigne	ad By
3. 3-D SOLID MODEL REQUIREMENT	S (X one and complete as applicable)		
a CONTRACTOR FORMAT Models	built to contractor requirements		
b. GOVERNMENT FORMAT 3-D sol (Specify government modeling applical	id models built to government requirements sle specifications or SOW paragraphs }	and formats	
4. APPLICABILITY OF STANDARDS (A	Apply an X as Applicable)		
ASME Y14.41, Digital Product Defit	nition Data Practices	Existing Standards Do Not Ap	ppty
5. OTHER TAILORING (Attach addition	uil sheets as necessary)		

MODEL - Option Selection Worksheet-Developmental Design Solid Models

> SECTION 6.0 CSDR Plan

Pages 827 - 833

Withheld in Full

Under Exemption (b)(5)

CSDR Plan MRBM T1/T2 - Item 14

14. CSDR SUBMISSION DATES						
a. b. SUBMISSION FORM(S)		c. EVENT	d. AS OF DATE (YYYYMMDD)	e. DUE DATE (YYYYMMDD)		
	1921 Initial Report, SRDR	90 Days after Contract				
1	Initial Developer Report	Definitization	20121231	20130130		
2	1921	Annual Submission - CY2013	20131231	20140130		
3	1921	Annual Submission - CY2014	20141231	20150130		
4	1921	Annual Submission - CY2015	20151231	20160130		
5	1921	Annual Submission - CY2016	20161231	20170130		
6	1921	Annual Submission - CY2017	20171231	20180130		
7	1921	Annual Submission - CY2018	20181231	20190130		
8	1921	Annual Submission - CY2019	20191231	20200130		
9	1921 Final Report	90 Days after end of Contract	TBD	TBD		

15. REMARKS



Medium Range Ballistic Missile Targets

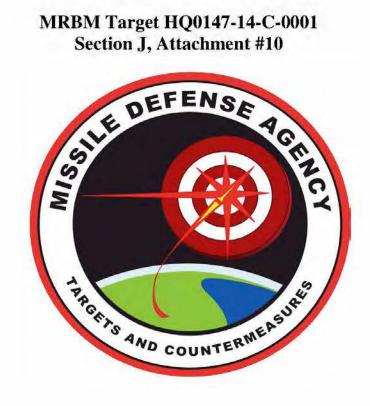
Attachment 9 – Acceptance Criteria

MRBM Target HQ0147-14-C-0001 Section J, Attachment #9 Acceptance Criteria

CLIN	Type	Description	Evidence of Completion	Acceptance Criteria
0001	CPIF	Launch Vehicle NRE (BASE)	CDRL BOO4 (Review Data Packages)	Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Target Acceptance Review (TAR) milestone review.
0002/ 0102	FPIF	MRBM Basic Launch Vehicle Recurring (BASE)/ MRBM Basic Launch Vehicle Recurring (OPTION)	CDRL A002 (Acceptance Data Package), CDRL B 020 (Systems Acceptance and Turnover Plan), CDRL B004 (Review Data Packages)	Evidence of completion of this CLIN will be by the Government's authorization to exit the Target Acceptance Review (TAR) milestone review and the TC Contracting Officer's Representative(COR) signature on a DD Form 250.
0003/ 0103	CPIF	Kit(s) NRE (OPTION/OPTION)	CDRL BOO4 (Review Data Packages)	Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre- Ship Readiness review (PSRR) milestone review.
0004/ 0104	FPIF	Kit(s) Recurring (OPTION/OPTION)	CDRL A002 (Acceptance Data Package) and CDRL B 020 (Systems Acceptance and Turnover Plan)	Evidence of completion of this CLIN will be by the Government's authorization to exit the Product Acceptance Review (PAR) or Pre-Ship Readiness review (P5RR) milestone review and the TC Contracting Officer's Representative(COR) signature on a DD Form 250.
0005/ 0105	CPFF	ILS (BASE)/ ILS (OPTION)	CDRL D001 ILS Plan Certificate of Conformance	Evidence of completion of this CLIN will be completion of ILS activities IAW CDRL D001 (ILS Plan). Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.
0006/ 0106	CPFF	ILS Surge Hours (OPTION/OPTION)	CDRL D001 ILS Plan Certificate of Conformance	Evidence of completion of this CLIN will be completion of ILS activities IAW CDRL D001 (ILS Plan). Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.
0007/ 0107	FPIF	Pre Mission Analysis (OPTION/OPTION)	CDRL B004 Review Data Packages, A006 Scientific and Technical Reports, A016 Scientific and Technical Reports, A023 Test/Inspection Report	Evidence of completion of this CLIN will be by the Government's authorization to exit the MDA Launch Readiness Review (LRR) milestone review.
0008/ 0108	CPIF	Post Mission Analysis (OPTION/OPTION)	CDRL A005 Flight Test Report	Evidence of completion of this CLIN will be DT Chief Engineer approval of CDRL A005 Flight Test Report.
0009/ 0109	FP!F	Air Target Launch Prep (OPTION/OPTION)	CDRL B004 (Review Data Packages)	Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre- Ship Readiness Review (PSRR) milestone review.
0010/ 0110	FPIF	Ground Target Launch Prep (OPTION/OPTION)	CDRL BOO4 (Review Data Packages)	Evidence of completion of this CLIN will be by the Government Chair's authorization to exit the Pre- Ship Readiness Review (PSRR) milestone review.
0011/ 0111	FPIF	Air Target Launch Execution (OPTION/OPTION)	Certificate of Conformance	Inspection and Acceptance shall occur upon successful completion of launch execution activities, including target flight and retrograde. Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the Contracting Officer's Representative (COR).

MRBM Target HQ0147-14-C-0001 Section J, Attachment #9 Acceptance Criteria

0012/ 0112	FPIF	Ground Target Launch Execution (OPTION/OPTION)	Certificate of Conformance	Inspection and Acceptance shall occur upon successful completion of launch execution activities, including target flight and retrograde. Inspection and acceptance will be based upon the Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the Contracting Officer's Representative (COR).
0013/ 0113	FFP- LOE	BMDS Engineering Services (BASE)/ BMDS Engineering Services (OPTION)	Certificate of Conformance	Inspection and Acceptance shall occur upon delivery of Engineering Services as described in the Task instructions and revisions to instructions issued by the Contracting Officer, and as evidenced by a Certificate of Conformance submitted by the contractor at the conclusion of the period of performance and then subsequently approved by the TC COR.
0014/ 0114	COST	Other Direct Cost (BASE)/ Other Direct Cost (OPTION)		N/A
0015/ 0115		Data (BASE)/ Data (OPTION)		IAW individual CDRL approval codes and IAW block 8 of the DD Form 1423-1



Medium Range Ballistic Missile Targets

Attachment 10 – Contract Work Breakdown Structure (CWBS)

L-3 Coleman Aerospace

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DESTRUCTION NOTICE – For classified documents, follow the procedures in DOD 5200.22-M. National Industrial Security Program Operating Manual, Section 7, or DOD 5200.1-R. Information Security Program Regulation, Chapter 6, as applicable. All documents containing unclassified controlled information will be disposed of as classified waste or by any method that will prevent reconstruction.

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Pages 839 - 1000

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Medium Range Ballistic Missile Targets

Attachment 11 – CLIN Pricing Tables

L-3 Coleman Aerospace

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1 UNCLASSIFIED//FOR OFFICIAL USE ONLY



Table L-12 (CLINs 0003 & 0103)

Pages 1003 – 1225

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Medium Range Ballistic Missile Targets

Attachment 12 – Option Exercise Tables

L-3 Coleman Aerospace

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Pages 1227 – 1229

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Under Exemption (b)(4)



Medium Range Ballistic Missile Targets

Attachment 13 – Task Instructions

MRBM Target RFP HQ0147-14-C-0001 Section J, Attachment #13 Task Instructions

Task Instructions (TI) for BMDS Engineering Services CLIN (CLIN 0013/0113).

a. The Task Instruction Procedures shall apply to CLIN 0013/0113. The contractor shall incur costs under these CLINs only in the performance of Task Instructions and revisions to instructions issued by the Contracting Officer. No other costs are authorized without the express written cousent of the Contracting Officer. Ouly MDA Contracting Officers are authorized to issue Task Instructions under CLIN 0013/0113. All Task Instructions are subject to the terms and conditions of this contract: in the event of a conflict between a Task Instruction and this contract, the contract shall prevail. A completion type Task Instruction shall be considered complete when the completion criteria set forth in the Government Approved Task Plan is completed.

b. Section B sets forth the estimated cost and fixed fee for CLIN 0013/0113. A Direct Productive Labor Hour (DPLH) is defined as the prime or subcontractor actual labor hours (exclusive of vacation, holiday, sick leave and other absences) required to perform the tasks issued pursuant to this provision. The DPLH rate identified in Section J, Attachment X - CLIN Pricing Tables, includes the direct labor required to perform the task as well as management and subcontractor management labor cost, administrative cost, and any associated burdens. The estimated number of DPLH multiplied by the DPLH rate and the fixed fee per DPLH is used to estimate the cost plus fixed fee of a proposed Task Instruction, unless otherwise agreed to by the Parties as reflected in the approved Task Instruction. The established DPLH rate will be used as provisional billing rates with final payment based on actual rates. The issuance of Task Instructions shall not exceed the cumulative amount of the total estimated costs delineated for each CLIN during the period of performance specified in each CLIN in Section B.

c. Miscellaneous material and software. If miscellaneous material and software is required in performance of a task authorized by these instructions, the contractor must provide documentation to the PCO in writing that the price proposed is fair and reasonable based on the requirements of FAR 15. The documentation must be approved by the PCO before authorization will be given to purchase the material or software.

d. When the Government has a Task Instruction requirement, the Contracting Officer will issue a Draft Task Instruction on the attached form to the Contractor with a request to the Contractor to submit a plan for accomplishing the task. The Draft Task Instruction will include, but not be limited to, the description of the task to be performed, the period of performance, and a description of the deliverables. Issuance of a Draft Task Instruction does not authorize performance of the task.

e. The Contractor shall submit a Task Plan within seven (7) calendar days after receipt of the Draft Task Instruction, or within such time as otherwise indicated by the Contracting Officer. The Task Plan will include a brief description of the method and approach to accomplish the task and the information identified above, with supporting rationale. Upon receipt of the Task Plan, the Coutracting Officer will provide either au executed Task Instruction, or advise the Contractor of changes required to the Task Plan or proposed pricing. Once the Contracting Officer and the Coutractor have agreed on the contents of the Task Plan and proposed number of direct productive labor hours (DPLH), the Contracting Officer will sign and provide the effective date authorizing the start of the effort and issue the Task Instruction to the Contractor. The Task instruction will include the items listed above in the Content Section. The Government reserves the right to issue the Task Plan under a Not-to-Exceed amount for later definitization.

MRBM Target RFP HQ0147-14-C-0001 Section J, Attachment #13 Task Instructions

1		OFFICE OF THE S	EFENSE AGENCY ECRETARY OF DEFENSE NSTRUCTIONS	
1.	Contractor Name And Addres	S	 Contract No. CLIN: Task Instruction N PWS Paragraph(s) 	
6.	Government Task Instruction	Program Integrate	or (If Applicable)	
	Office Symbol	Telepho	ne	-
	Signature			Date
7.	Contracting Officer's Represe	ntative		
	Signature			Date
	Effort for This Task nated Cost: Labor \$ mum DPLH:	Est. Fixed Fee \$	ODC \$	Total \$
Perio	od Of Performance:			
10.	Deliverables And Government CDRLs Required: (Check All That Due Dates For CDRLs: Government Resources (If Any)	: Apply)	irces	
11.				
	Contractor Representative	Da	ate	Signature
12.	This Task Instruction Is Issue	d Pursuant To Sec	ction J, Attachment 3 Task	Instructions Of The Contract.
	Contracting Officer	Da	ate	Signature

MRBM Target RFP HQ0147-14-C-0001 Section J, Attachment #13 Task Instructions

OFFICE OF	SILE DEFENSE AGENCY THE SECRETARY OF DEFENSE TASK INSTRUCTION ITINUATION PAGE 1 of 2
1. Contractor Name And Address	 Contract No.:HO0147-12-R-0005 CLIN: Task Instruction No.: SOW Paragraph(s):
Continuation of Block 8:	



Medium Range Ballistic Missile Targets

Attachment 14 – Performance-Based Payment Plan

L-3 Coleman Aerospace

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Pages 1235 – 1242

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Under Exemption (b)(4)



Medium Range Ballistic Missile Targets

Attachment 15 – Small Business Subcontracting Plan

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Pages 1244 – 1277

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Under Exemption (b)(4)



Medium Range Ballistic Missile Targets

Attachment 16 – Incentive Plan

Incentive Plan

for the

Missile Defense Agency

Medium Range Ballistic Missile Target Contract



Targets and Countermeasures Program Office Missile Defense Agency

INCENTIVE PLAN SIGNATURE PAGE

PROGRAM: MISSILE DEFENSE AGENCY (MDA) TARGETS AND COUNTERMEASURES (TC)

ACQUISITION PROGRAM DIRECTOR:

(b)(6)

Program Director Targets and Countermeasures

APPROVED BY:

2. AL enco

7 Aug 12 DATE

TERRENCE A. FEEHAN Fee Determining Official Major General, USAF Program Executive for Programs & Integration

CHANGE LOG

Date

Change

Content

<u>Individual</u>

1.0 INTRODUCTION

1.1 The Medium Range Ballistic Missile (MRBM) Target effort includes incentives to simultaneously control costs and emphasize performance. The MRBM contract includes specific cost incentives at the Contract Line Item Number (CLIN) level to control costs and contract level objective performance incentives to allow the Government to reward the MRBM Contractor for meeting objectives that the Government has determined are essential for successful program execution. To meet this end, the Government intends to establish significant financial incentives directly related to successful mission accomplishment in support of MDA testing. Through this incentive plan, the Government seeks to balance contractor focus on short term cost control at the CLIN level with objective performance incentives tied to longer term contract objectives associated with launch vehicle development and the test execution mission.

1.2 The cost incentive fees associated with cost reimbursable CLINs will apply to CLIN 0001 and Option CLINs 0003, 0008, 0103, and 0108, if exercised. The cost reimbursable cost incentive fees will be calculated and paid IAW FAR Clause 52.216-10 Incentive Fee. The Contracting Officer can increase or decrease a CLINs Target Fee Pool based on program changes (e.g., budget impacts, schedule changes, requirement changes, etc.) following negotiation of an appropriate change proposal. The cost incentives associated with fixed-price incentive CLINs will apply to CLIN 0002 and Option CLINs 0004, 0007, 0009, 0010, 0011, 0012, 0102, 0104, 0107, 0109, 0110, 0111, and 0112, if exercised. The fixed price incentives, evidenced in the form of profit adjustments (if applicable), will be calculated and paid IAW FAR Clause 52.216-16 Incentive Price Revision – Firm Target.

1.3 This plan documents the process for the administration of performance incentive fee under this contract. The incentive fee plan is the basis for the evaluation of the contractor's performance. The plan describes criteria and procedures used to assess the contractor's performance and to determine the incentive fee earned during the evaluation period.

2.0 PERFORMANCE INCENTIVE FEE STRUCTURE

2.1 Contractor performance will be objectively measured, reported, validated, and rewarded if appropriate. The earned amount of the performance incentive fee shall depend on the Contractor's performance. The total contract potential Performance Incentive Fee is reflected in section H, H-Performance Incentive Fee. All performance incentive fees will be paid from CLIN 0016 – Performance Incentive Fee Pool. The contract allows for three forms of performance incentives: (b)(5)

2.2 ^{(b)(5)}

(b)(5)

2.3 Manufacturing and Delivery – The Government will provide the opportunity to earn a performance incentive fee for successful (b)(5)

2.4 (b)(5)

(b)(5)

3.0 PERFORMANCE INCENTIVE FEE PROCESS

3.1 Planning and Incentive Definition – Performance incentives including specific critical and non critical elements will be unilaterally determined by the Government prior to exercising the CLIN which culminates the work and demonstrates the performance. Details of each performance incentive including critical and non critical elements will be provided in the Performance Incentive Letter (PIL). The Contractor will have the opportunity to comment on elements of the performance incentive that they believe to be high risk or extremely difficult to achieve. The PIL will designate critical elements which are those elements that must be met or the contractor forfeits all incentive fee. The contractor will earn zero (\$0) fee for failure to meet any critical elements that are important, but failure to meet them will only result in reduction of the incentive fee. Failures attributed to sources outside of the contractor's control will not unilaterally result in zero or reduced incentive fee, but may be taken into account in determining the final incentive fee.

3.2 Verification - Verification will be required to determine successful completion of prescribed performance elements for all objective incentives. Verification of performance elements will be the responsibility of the Government based on data provided by the contractor and other independent sources including test ranges, other Government agencies, and expert engineering analysis provided by support contractors. The TC Program Director (PD) will unilaterally determine mission success or failure in accordance with the criteria defined in the PIL.

3.3 Authorization - Once notified by the TC PD of the success or partial success of meeting a performance incentive, the Procuring Contracting Officer (PCO) will issue a Performance Incentive Fee Authorization Letter (PIFAL) to the Contractor authorizing billing of the performance incentive fee. The letter will include the earned performance incentive fee for each performance incentive fee item, total earned performance incentive fee, and the appropriate Accounting Classification Reference Number (ACRN) for billing (Contract Section G). The Contractor shall not bill for any performance incentive fees until authorized in writing by the PCO.

3.4 Administration/Changes - As part of the incentive fee determination process, the PCO may unilaterally reallocate incentive fee based on changes to technical requirements, cancellation of missions, termination of activities, or delays to events which are beyond the control or fault of the Contractor. The PCO will notify the Contractor in writing of any changes to the performance incentive within 15 business days of an event or requirement change becoming known. The revised performance incentive shall take effect immediately after contract modification. Unearned incentive fee will be removed from the contract value by decreasing the appropriate CLIN. If the incentive fee pool is increased, the increase will be implemented by increasing the value of CLIN 0016 – Performance Incentive Fee Pool. In the event options are exercised for^{(b)(5)}

(b)(5) the contract will be modified to incorporate additional performance incentive opportunities, with associated increases to pool allocations.

3.5 Termination - In the event the contract is terminated in whole or in part under a Termination for Convenience, the contractor cannot earn any performance incentive fee unless the designated event was executed prior to termination. With the execution of a contract Termination for Convenience, the fee determination process will be implemented immediately and as if the period had been completed. Partial completion of events by the contractor will be taken into consideration. The Government will evaluate the contractor's progress in meeting each performance incentive at the time of termination and the amount of fee will be adjusted, based upon the amount of work completed as determined by the PCO. Any remaining dollars for all events subsequent to the termination shall not be considered available or earned and will not be paid.

Attachment 1

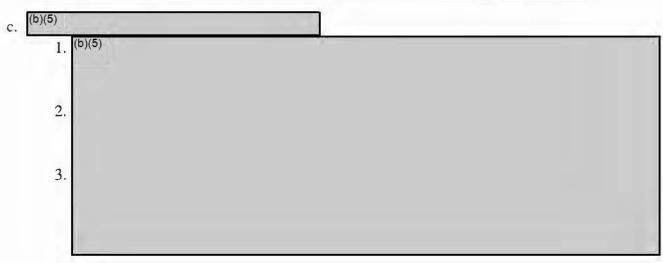
(b)(5) Incentive Criteria

The Government will provide the opportunity to earn a performance incentive fee for successful development and demonstration ^{(b)(5)}

periorine	d during CLIN 0001 and therefore will award performance incentive fee based on successful
design (b) (b)(5)	(5) The Government also is exceptionally important and therefore w
award pe	rformance incentive fee as a result of successful performance on the ^{(b)(5)}
associate	d ^{(b)(5)} The performance incentive
fee pool H- Perfo	for ^{(b)(5)} incentive opportunities is defined in Section H of the contrac rmance Incentive Fee.
(b)(5)	
AA	Incentive Fee Performance Elements. (b)(5) Performance
	uccessful Design –
	1. (b)(5) design is completed and presented to the
	Government for acceptance and approval at Critical Design Review (CDR). CDR shall
	be executed as established in the approved baseline IMS.
	2. Successful Qualification Testing – Qualification testing of all elements of the $(b)(5)$
	(b)(5) is completed and demonstrates the system's capability to operate
	under all applicable environments as defined during the systems engineering process
	and approved by the Government at Target Acceptance Review (TAR). The TAR will
	occur within the TAR window specified.
	3. (b)(5) is shown to be reliable in
	accordance with the TSPS system reliability specification as demonstrated by analysis
	testing, or a combination of both as defined during the systems engineering process an approved by the Government at TAR. The TAR will occur within the TAR window
	specified. 4. (b)(5)
	4 (0)(5)

b. ^{(b)(5)} Design Incentive Fee Element Description and Weighting:

Performance Element	Weight	Critical or Non Critical	Deliverable	Acceptance Criteria
(b)(5)	20%	Critical	(b)(5) presented at Critical Design Review	Critical Design Review accepted by the Government
Qualification Testing	40%	Non Critical	Results of all qualification testing (b)(5)	Qualification testing demonstrates that the (b)(5) design will operate in all applicable environments as confirmed by the Government
Reliable (b)(5)	20%	Non Critical	Engineering analysis and/or testing data demonstratins(b) (b)(5) reliability	Engineering analysis and/or test data clearly demonstrates the reliability (b)(5) (b)(5) as confirmed by the Government
(b)(5)	20%	Critical	(b)(5)	Analysis and data demonstrate(b)(5) (b)(5) (b)(5) (b)(5) as confirmed by the Government



5

d. ^{(b)(5)}

Performance Element	Short Description	Element Weight	Critical or Non Critical
(b)(5)	(b)(5)	50%	Critical
(b)(5)		25%	Critical
(b)(5)		25%	Critical

Incentive Fee Process, Notification, and Planning. In general the contractor will earn \$0 of performance incentive fee for failure to complete all elements of the successful design within six months of the proposed schedule. The contractor will earn \$0 of the performance incentive fee for failure of any critical element of performance on the (b)(5) Failures attributed to sources outside of the contractor's control will not be considered as failures in determining (b)(5) fee. (b)(5) fee. (b)(5) Failure of non critical elements will result in reduction of a percentage of the fee attributed to that

element. Critical and non critical elements (including the percentage value of the element) for each mission will be specified in a PIL prior to the exercise of (b)(5)

(b)(5) criteria and critical and non critical elements are specified above.

Attachment 2

Manufacturing and Delivery Incentive Plan

 (b)(5)
 The performance incentive fee pool for Manufacturing and Delivery incentive opportunities are defined in Section H of the contract, H- Performance Incentive Fee.

<u>Manufacturing and Delivery Incentive Fee Performance Elements.</u> The Manufacturing and Delivery Performance Incentive Fee will be made up of the following elements.

Performance Element	Weight	Critical or Non Critical	Deliverable	Acceptance Criteria
(b)(5)	(b)(5)	(b)(5)	(b)(5) (b)(5)	(b)(5)
(b)(5)	(b)(5)	(b)(5)	(b)(5) (b)(5)	(b)(5)
Design			(b)(5)	
			(b)(5)	
(b)(5)	20% for first (b)(5)	Non Critical	(b)(5)	(b)(5)
	30% for Subsequent Deliveries			
(b)(5) Integration Testing	40% for (b)(5)	Non Critical	Results of all (b)(5) Integration Testing; Acceptance Data Package (CDRL	(b)(5) Review(s) completed
	Kit A Deliveries		A 002) are presented and accepted at TAR	and accepted by the Government
	70% for Subsequent Deliveries		(b)(5)	

a. ^{(b)(5)}

(b)(5)		design is
	nd presented to the Government for accepta	**
	blished in the approved baseline Integrated	
(b)(5)		design, this element will be removed
from the PIL	(b)(5)	
(b)(5)		
. (b)(5)	32527.5 Contract of the second s	ting – Acceptance testing of all
	n items of the (b)(5)	
(b)(6)	is completed and demon	strates the system's capability to be
	ubsequently to operate under all applicable ineering process and (b)(5)	environments as defined during the
(b)(5)		
and the second se		
(b)(5)	– Integration te	esting of the ^{(b)(5)}
. Contraction	– Integration te nd verifies the operation of all functions of	esting of the ^{(b)(5)} the ^{(b)(5)}
completed ar (b)(5)	– Integration te nd verifies the operation of all functions of	the (b)(5)
(b)(5)	- Integration te nd verifies the operation of all functions of	esting of the ^{(b)(5)} the ^{(b)(5)} (Note: Last sentence
completed ar (b)(5)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the (b)(5)
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence
(b)(5) (b)(5) <i>removed</i>)	nd verifies the operation of all functions of	the ^{(b)(5)} (Note: Last sentence

developed in associated kickoff meetings as part of the TC Engineering Process. Failure to pass a

review will result in zero incentive fee for that Performance Element of the Manufacturing and Delivery Incentive.

Attachment 3

Mission Success Incentive Fee Criteria

 The Government will provide the opportunity to earn a performance incentive fee for successful

 (b)(5)

 (b)(5)

 The performance incentive fee pool for Mission Success

incentive opportunities is defined in Section H of the contract, H- Performance Incentive Fee.

<u>Mission Success Incentive Fee Performance Elements.</u> The Mission Success Incentive Fee will be made up of the following elements. Mission weight and designation of critical or non critical will be determined for each mission based on mission complexity and criticality of the element to the mission.

Performance Element	Short Description	Mission Weight	Critical or Non Critical
(b)(5)	(b)(5)	50 to 60%	Critical
(b)(5)		25 to 35%	Critical or Non Critical
On Time Launch (OTL)		15%	Non Critical

a	(b)(5)
	a

(b)(5)

Evidence of completion are

contained in the post mission analysis report.

b. (b)(5)
c. (b)(5)
c. (b)(5)
c. (b)(5)
c. (b)(5)
c. (b)(5)
For purposes of this

(b)(5) For purposes of this performance incentive, up to two weeks delay of the(b)(5) attributable to the contractor will result in commensurate reduction of this element of the performance incentive fee. After two weeks delay attributable to the contractor, no fee will be provided for this element of the incentive fee. Evidence of completion is contained in the post mission analysis report.

Incentive Fee Process, Pre Mission Notification and Planning. The mission success incentive fee pool will be determined in advance of each mission depending upon the complexity of the mission. The performance incentive fee pool for each mission is defined in Section H of the contract, H-Performance Incentive Fee, and includes an adjustment of plus or minus 15% depending upon the complexity of the mission. In general the contractor will earn \$0 fee for a failed mission or for failure of a critical element of the mission. (*Note: sentence removed*) The contractor will be responsible for verification (b)(5)

(b)(5)	Incentive fee will be awarded based on the percentage
success will result in award of 100% of the fer result in reduction of a percentage of the fee a	element being considered "critical". Total mission e. Failure of non critical elements of the mission will attributed to that element. Critical and non critical he element) for each mission will be specified in a he exercise of CLIN 0009/0109 ^{(b)(5)}
(b)(5)	for the specified mission. The
	critical elements for each mission will be based on ermined unilaterally by the Government based on ng data provided by the Contractor.

<u>Mission Success, Incentive Fee Weighting.</u> For all missions some mission success elements will be deemed critical and some will be deemed non critical. Each element will be weighted 0 to 100 percent with the sum of all weights equal to 100 percent. Likewise each element will be evaluated and scored 0 to 100. The mission success incentive fee payment will be given by the following formula:

MSI Payment = P x ((wiEi + wiiEii + wiiiEiii) x ((Ci)(Cii)/100) Where:

P = Total MSI Pool

wi = Pre mission weighting for element i as a percentage of incentive fee pool

Ei = Post mission score for element i

Ci = 1 or 0 for elements determined as critical (any critical element receiving 0 results in no mission success incentive fee)

Example: (b)(5) (b)(5)	
16.VEX	
(b)(5) the following formula:	The Mission Success Incentive Payment is given by

(b)(5)	(b)(5)	
	(b)(5)	
	(b)(5)	
(b)(5)		
(h)(E)		
(b)(5)		



Medium Range Ballistic Missile Targets

Attachment 17 – Government Furnished Property List (GFP)

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Pages 1296 – 1395

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Medium Range Ballistic Missile Targets

Attachment 18 – Compliance and Reference Documents

Compliance Document Title	Date	Document Number
Test Requirements for Launch, Upper-Stage & Space Vehicles	13 June 2008	SMC Standard SMC-S-016
Missile Defense Agency Medium Range Ballistic Missile (MRBM) Targets System Performance Specification (SECRET)	DD MM 2012 (or latest version)	
DD Form 254, Contract Security Guidance Specification	December 1999	N/A
Range Commanders Council Flight Termination System Commonality Standard	August 2007	RCC 319-07
Inter-Range Instrument Group Standard 106-11	June 2011	IRIG STD 106-11
Electromagnetic Environmental Effects Requirements for Systems	1 Dec 2010	MIL-STD-464C
Eastern and Western range 127-1 Range Safety Requirements Range User Handbook	21 Aug 1995 & 31 December 1999	EWR_127-1_21AUG95 and EWR_127x1_31DEC1999- 1_1997ed
Associated Object Payload (AOP) Interface Control Document version 1.1	March 2012	AOP ICD Version 1.1
Small Canister Mechanical Envelope	3 May 2011	Fig 18 AOP-S
Ejector Tube/PRM Interface	19 Dec 2007	Fig 19 AOP-M
Missile Defense Agency Assurance Provisions (MAP)	29 Oct 2006	MDA-QS-001-MAP-Rev A

Compliance Document Title	Date	Document Number
Material Review Board Authority	20 May 2009	MDA-QS-001-MAP-Change #1
Missile Defense Agency Parts, Materials and Processes, Mission Assurance Plan (PMAP) Revision	29 February 2012	MDA-QS-003-PMAP, Rev B

The following documents are for reference:

Reference Document Title	Date	Document Number	
Quality Management Systems Requirements for Aviation, Space and Defense Organizations	Jan 2009	AS9100C (ISO 9001-200)	
DOD Operations Security Program	6 Mar 2006	DODD 5205.02	
DOD Directive Information Assurance	23 April 2007	DOD 8500.01E	
Information Assurance Implementation	6 Feb 2003	DODI 8500.02	
Ballistic Missile Defense System Cost Estimates	3 Jan 2012	MDA Directive 4250.02	
Department of Defense Instruction	8 Dec 2008	DODI 5000.02	
Modeling and Simulation, Verification, Validation, and Accreditation	6 April 2011	MDA Directive 8315.01	
Ballistic Missile Defense System Test Concept of Operations	8 Apr 2009	BMDS Test CONOPS (08Apr 09- signed)	

	Date	Document Number
Threat Model and Simulation System Interface Requirements Specification Version 9.0	15 Dec 2010	tmss irs v9.0
Ballistic Missile Defense System Target Data Product Requirements Definition Revision 0 *	7 Oct 2009	BMDS Target Data Products Requirements Rev 0
Target-Pre-0003 Target Optical Si Target-Pre-0006 Nominal 6-DOF Target-Pre-0012 Collision Avoidat Target-Pre-0018 Monte Carlo Traj Target-Pre-0019 Engineering Plan Target-Pre-0035 Target CAD/Engi Target-Pre-0042 Internal/External Target-Pre-0043 Target Object Op All of the Pre-Target deliverables a	Trajectory of All Target Obje nce (COLA) Trajectories ectories of All Target Objects ning Trajectories meering Drawings Target CAD Drawings tical Plume Signature Models	ects s
ngineering trajectories which can Work Breakdown Structures for Defense Materiel Items	be exercised up to 3 times. 30 July 2005	MIL-STD-881C
	31 January 2011	Multiple Documents
Reagan Test Site (RTS) Data Package MDA Policy on Organizational Conflicts Of Interest	31 January 2011 27 July 2009	Multiple Documents MDA Policy Memorandum #51
Package MDA Policy on Organizational		MDA Policy Memorandum #51
Package MDA Policy on Organizational Conflicts Of Interest MDA Policy on Annual Integrated Review Process Assurance Certification and	27 July 2009 23 April 2010	MDA Policy Memorandum #51 MDA Policy Memorandum #60 DOD Information

Reference Document Title	Date	Document Number
Physical Security of Sensitive Conventional Arms, Ammunition and Explosives	12 Aug 2000	Department of Defense 5100.76- M
Ballistic Missile Defense System Test Policy	21 June 2010	MDA Directive 3002.03
MDA/ TC Systems Engineering Plan	3 November 2011	TC-TCE-Plan 2011-001 Version 3.0
Global Positioning and Inertial Measurements Range Safety Tracking Systems Commonality Standard	June 2001	RCC-324-01
Standard Practice for System Safety	10 Feb 2000	MIL-STD-882D
Common Risk Standards for National Test Range	December 2010	RCC 321-10
Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies, and Equipment (Excluding Electrically Initiated Explosive Devices)	25 Oct 1995	MIL-STD-1686C
SR19-AJ-1 Rocket Motor User Manual	28 Dec 2011	CEWS-11-LMP-453 SR19-AJ-1 User Manual
SR19-M Rocket Motor User's Handbook revision 8	10 Sep 2010	SR 19-M Handbook Rev 8
Ballistic Missile Defense System Integrated Baseline Reviews	17 Feb 2012	5004.01-M

Reference Document Title	Date	Document Number
MDA/TC Risk Management Plan	7 Feb 2011	TCE-Plan-2011-002, Issue Number: 2.0
MDA/TC Failure Review Board Process	24 Aug 2011	TCE-PRCS-2011-006, Issue Number: 2.0
MDA/TC Configuration and Data Management Procedure	22 June 2011	TCE-PROC-2011-005
C4 Trident Rocket Motor Data Package		Various reports
Additional Security Procedures and Processes	18 Jan 2013	N/A



Medium Range Ballistic Missile Targets

Attachment 19 – Acronym List

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3-DOF	Three Degrees of Freedom
6-DOF	Six Degrees of Freedom
AA&E	Arms, Ammunition, and Explosives
ACO	Administrative Contracting Officer
ACRN	Accounting Classification Record Numbers
ACS	Attitude Control System
ADR	Alternative Dispute Resolution
AEDC	Arnold Engineering Development Center
AFB	Air Force Base
AFSPC/SDTW	Air Force Space Command's Space Development and Test Wing
AIS	Automated Information System
AMC	Air Mobility Command
ANSI/EIA	American National Standards Institute/Electronic Industries Alliance
AO	Associated Objects
APOD	Aerial Port of Debarkation
ASCII	American Standard Code for Information Interchange
ATP	Authority To Proceed
AUR	All-Up-Round
BCS	Body Coordinate System
BET	Best Estimated Trajectory
BETD	Best Estimated Test Date
BMD	Ballistic Missile Defense
BMDS	Ballistic Missile Defense System
BOE	Basis of Estimate
BOM	Bill of Material



CAGE	Commercial and Government Entity
CAS	Cost Accounting Standards
CASB	Cost Accounting Standards Board
CBL	Commercial Bill of Lading
CCR	Central Contractor Registration
CD(s)	Compact Disc(s)
CDRL	Contract Data Requirements List
CD-ROM	Compact Disc Read-Only Memory
CEC	Critical Engagement Condition
CFA	Cognizant Federal Agency
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CLS	Contractor Logistics Support
CMART	Consolidated Missile Asset Reuse for Targets
COA	Course of Action
CONOPS	Concept of Operations
CONUS	Continental United States
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
CPAF	Cost Plus Award Fee
CPAR	Contractor Performance Assessment Report
CPFF	Cost Plus Fixed Fee
CPIF	Cost Plus Incentive Fee
CPR	Contract Performance Report



CRG	Compliance Review Group
CSDR	Cost and Software Data Reporting
CTR	Contractor
CTR IMP	Contractor Integrated Master Plan
CTR IMS	Contractor Integrated Master Schedule
CTR PWS	Contractor Performance Work Statement
CTR WBS	Contractor Work Breakdown Structure
CV	Cost Variance
dB	Decibel
DCAA	Defense Contract Audit Agency
DCMA	Defense Contract Management Agency
DCMAO	Defense Contract Management Area Office
DECC	Defense Enterprise Computing Center
DFARS	Defense Federal Acquisition Regulations
DFAS	Defense Finance and Accounting Service Department of Defense Information Assurance Certification and
DIACAP	Accreditation Process
DID	Data Item Description
DISA	Defense Information Systems Agency
DoD, DOD	Department of Defense
DODAAC	Department of Defense Activity Address Code
DODI	Department of Defense Instruction
DOF	Degrees of Freedom
DPAS	Defense Priorities and Allocations System
DPFIND	page 5 attachment 1
DPLH	Direct Productive Labor Hours

DSN	Defense Switching Network
DSS	Defense Security Services
DTIC	Defense Technical Information Center
DUNS	Data Universal Numbering System
DVD	Digital Versatile Disc
EC	Earth Centered
ECI	Earth Centered Inertial
EDA	Electronic Document Access
EF	Earth Fixed
EIS	European Interceptor Site
EME	Empirical Engagement Event
EO	Executive Order
EOQ	Economic Order Quantity
EPA	Environmental Protection Agency
EPCRA	Emergency Planning and Community Right-to-Know Act of 1986
ESD	Electrostatic Discharge
ESH	Environmental Safety & Health
eSRS	Electronic Subcontracting Reporting System
EVMS	Earned Value Management System
F.O.B.	Freight on Board
FAR	Federal Acquisition Regulation
FBLR	Fully Burdened Labor Rate
FDO	Fee Determining Officer
FFP	Firm Fixed-Price
FFRDC	Federally Funded Research and Development Companies

FOIA	Freedom of Information Act
FOUO	For Official Use Only
FOV	Field of View
FPAF	Fixed-Price Award-Fee
FPI	Fixed-Price Incentive
FPR	Final Proposal Revisions
FTG	Flight Test GBI
FTL	Flight Test Laser
FTM	Flight Test Standard Missile
FTT	Flight Test THAAD Interceptor
FTX	Flight Test Other
FY	Fiscal Year
GAO	Government Accountability Office
GBL	Government Bill of Lading
GFE	Government Furnished Equipment (GFP/E)
GFI	Government Furnished Information
GFP	Government Furnished Property (GFP/E) Government Furnished Equipment, Facilities, Property, or Information, or
GFX	material and services (contractual items)
GFY	Government Fiscal Year
GIG	Global Information Grid
GMD	Ground-Based Midcourse Defense
GPS	Global Positioning System
GSE	Ground Support Equipment
HQ	Headquarters



HSV	Huntsville, Alabama
Hz	Hertz
IA	Information Assurance
IAT&CO	Integration, Assembly, Test, and Checkout
IAW	In Accordance With
ICBM	Intercontinental Ballistic Missile
ICD	Interface Control Document
IDT	Intradivisional Transfer
IETT	Integrated Event Test Team
ILC/BETD	Initial Launch Capability/Best Estimated Target Date
ILS	Integrated Logistics Support
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
IMTP	Integrated Master Test Plan
IPT	Integrated Product Team
IR	Infrared
IRIG	Inter-Range Instrumentation Group
ISR	Individual Subcontracting Report
ITAR	International Traffic in Arms Regulation
IUID	Item Unique Identification
IWTA	Interdivisional Work Transfer Agreement
ЛТ	Just in Time
JPAS	Joint Personnel Adjudication System
JPO	Joint Program Office
km	Kilometer

L/M/H	Low, Medium, High		
LAN	Local Area Network		
LC	Labor Category		
LM	Lockheed Martin		
LOE	Level of Effort		
LRU	Line Replaceable Unit		
m	meter		
M&S	Models and Simulation; Modeling and Simulation		
MAIS	Major Automated Information System		
MAP	Missile Defense Agency Assurance Provisions		
MDA	Missile Defense Agency		
MDA/DACT	MDA Contracting Tests/Targets & Countermeasures		
MDA/DC	MDA/Director of Communications		
MDA/DOBS	MDA Agency Operations Business Operations		
MDA/DOC	MDA Agency Operations Cost Estimating		
MDA/DOV	MDA Earned Value Management Office		
MDA/DTT	MDA Deputy for Test, Test Targets Division		
MDA/DXSS	MDA Agency Security Operations		
MDA/GMC	MDA GMD Program Directorate, Business and Financial Management Division		
MDA/GMT	MDA GMD Program Directorate, Test Division		
MDA/PA	MDA Director of Public Affairs		
MDA/QS-TC	MDA Quality, Safety and Mission Assurance, Targets and Countermeasures		
MDA/TC	MDA Targets and Countermeasures		
MDA/TCA	MDA Targets and Countermeasures Acquisition Management		
MDA/TCC	MDA Targets and Countermeasures Contracts		

MDA/TCE	MDA Targets and Countermeasures Engineering
MDA/TCL	MDA Targets and Countermeasures Logistics
MDA/TCO	MDA Targets and Countermeasures Business & Financial Operations
MDA/TCT	MDA Targets and Countermeasures Test and Operations
MDAP	Major Defense Acquisition Program
MDIOC	Missile Defense Integration and Operations Center
MIL-DTL	Military Detail Specification
MIL-HDBK	Military Handbook
MIRR	Material Inspection and Receiving Report
MOU	Memorandum of Understanding
MBRV	Modified Ballistic Reentry Vehicle
MRBM	Medium Range Ballistic Missile
MRL	Manufacturing Readiness Level
MRT	Medium Range Target
MRTFB	Major Range and Test Facility Base
MWIR	Mid-Wave InfraRed
NAC	National Agency Check
NAICS	North American Industry Classification System
NAS	National Aerospace Standard
NASA	National Aeronautics and Space Administration
NAWCWD	Naval Air Weapons Center Division
NCR	National Capital Region
NEPA	Natural Environmental Policy Act
NISPOM	National Industrial Security Program Operation Manual
NLT	No Later Than

3

NRE	Non-Recurring Expense
NRLB	National Labor Relations Board
NSA	National Security Agency
NSP	Not Separately Priced
NTE	Not to Exceed
O&S	Operations and Support
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
OPSEC	Operations Security
OPTISIG	Optical Signature Inline Generator
ORCA	Online Representations and Certification Application
OSC	Optical Signature Code
OSHA	Occupational Safety and Health Administration
OSM	Office Security Manager
PC	Personal Computer
PCO	Procuring Contracting Officer
PEM	Plastic Encapsulated Microcircuit
PMAP	Parts, Materials, and Processes Mission Assurance Plan
PMP	Parts, Materials, and Processes
PMRF	Pacific Missile Range Facility
POC	Point of Contact
POD	Port of Debarkation
POE	Port of Embarkation

РОР	Period of Performance		
PPA	Pollution Prevention Act of 1990		
PPIS	Past Performance Information Sheet		
PPQ	Past Performance Questionnaire		
PPV	Past Performance Volume		
PPET	Past Performance Evaluation Team		
PreMA	Pre-mission Analysis		
PostMA	Post-mission Analysis		
PPP	Program Protection Plan		
Prop	Proposal		
PRR	Production Readiness Review		
PRST	Pacific Range Support Team		
PSRR	Pre-Ship Readiness Review		
PWS	Performance Work Statement		
QSMA	Quality, Safety, and Mission Assurance		
QTP	Qualification Test Procedures		
QTY	Quantity		
RCC	Range Commanders Council		
RCS	Radar Cross Section		
RDD	page 5 attachment 1		
RFNI	Request for Free Non-Interference use		
RFP	Request for Proposal		
ROM	Rough Order of Magnitude		
RSLP	Rocket Systems Launch Program		
RTS	Reagan Test Site		

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SAAM	Special Assignment Airlift Mission
SAR	Specifically Authorized Representative
SBIR	Small Business Innovation Research
SCD	SM-3 Cooperative Development
SCG	Security Classification Guide
SE	Standard Error
SETA	Systems Engineering and Technical Assistance
SF	Standard Form
SFTM	SCD Flight Test Mission
SIC	Standard Industrial Classification
SMHR	Single Mission High Resolution
SNL	Sandia National Laboratories
SOO	Statement of Objectives
SOW	Statement of Work
SPEC	Specification
SRBM	Short Range Ballistic Missile
SSA	Source Selection Authority
SSR	Summary Subcontracting Report
START	Strategic Arms Reduction Treaty
SUBCLIN	Contract Subline Item Number
TA/CP	Technology Assessment/Control Plan
TAC	Transportation Account Code
TALO	Time after Target Liftoff
TAOS	Trajectory Analysis & Optimization Software
TAR	Target Acceptance Review

TASO	Technical Area Security Officer
TDP	Technical Data Package
TGRS	Translated GPS Range System
TI	Task Instructions
ТО	Test Object
TOL	Time of Launch
TIM	Technical Interface/Integration Meeting
TLE	Target Launch Execution
TLP	Target Launch Preparation
TSPS	Targets System Performance Specification
U.S.	United States
U.S.C.	United States Code
USDA	United States Department of Agriculture
UDS	Universal Documentation System
USG	United States Government
WAWF-RA	Wide Area Work Flow - Receipt and Acceptance
WBS	Work Breakdown Structure

MRBM Target HQ0147-14-C-0001 Section J, Attachment #20



Medium Range Ballistic Missile Targets

Attachment 20 - DD Form 254

DEPARTMENT OF DEFENSE 1. CLEARANCE AND SAFEGUARDING									
CONTRACT SECURITY CLASSIFICATION SPECIFICATION				a FACILITY CLEARANCE REQUIRED					
					SECRET				
(The requirements of the DoD industrial Security Manual apply b LEVEL OF SAFEGUARDING REQUIRED									
to all aspects of this effort) SECRET									
2. THIS SPECIFICATION IS FOR: (X and complete as appl	icabia)		3. THIS			nd complete as app			
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4. IS THIS A FOLLOW-ON CONTRACT?	5 🛛 N	IO If Yes (complete	the folic	wing				
Classified material received or generated under		(Рл	eceding	Contract	Number) is transfe	med to this follow-on	contract		
5. IS THIS A FINAL DD FORM 254?		O If Yes (complete	the follo	wing	μü.		×	
In response to the contractor's request dated			classifie	d maten	al is authorized for	the penod of	¥		
6. CONTRACTOR (include Commercial and Government & • NAME, ADDRESS, AND ZIP CODE	many (CAGE) C	b CAGE	CODE	C C0	GNIZANT SECURIT	Y OFFICE (Name, Add	iress, and Zip Cod	a)	
Coleman Aerospace/L3 Communication	ì			De	fense Securi	ty Service (IC	OFSM)		
7675 Municipal Drive		5U	755	676	67 N. Wickh	am Road, Su	ite 208		
Orlando, FL 32819				Me	lbourne, FL	32940			
7. SUBCONTRACTOR									
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8. ACTUAL PERFORMANCE								- 62	
A LOCAT ON		b CAGE	CODE	r CC	GNIZANT SECURITY	OFFICE (Name Addr	ess and Zip Code)		
See Block 13,									
Reference Item 8.a									
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8 GENERAL IDENTIFICATION OF THIS PROCUREMENT									
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				CEIVE AND GENERATE CLASSIFIED MATERIAL					
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RICO, U.S. POSSESSIONS AND TRUST TERRITORIES									
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DD Form 254, DEC 1999

Previous editions are obsolete

12. PUBLIC RELEASE Any information (classified or unclassified) bertanning to this con- Security Manual or unless if has been approved for public release by appropriate U.S. Go	tract shall not be released for public assemination except as provided by the industrial verminent authority. Proposed public release shall be submitted for approval prior to release
Missile Defense Agency/Targets and Countermeasure	Directorate
Attn: MRBM T1/T2 Contracting Officer's Representa	
Bldg 5222, Martin Road	
Redstone Arsenal, AL 35898	and have a share to be
to the Directorate for Freedom of Information and Security Review. Office of the Assistant In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that	
	identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates de recommended changes, to challenge the guidance or classification assigned to any information or material.
furnished or generaled under this contract, and to submit any questions for interpretation.	of this guidance to the official identified below. Pending linal decision, the information involved shall be mandled and prate for the classified effort. Attach, or forward under separate correspondence, any document/guide/sextracts
referenced herein Add additional pages as needed to provide complete guidance.	ADA Industrial Security Office (contact information below):
 Report any initial security violation to the MD 	
	etter that indicates a less than satisfactory security rating within
48 hours of receipt.	enter that indicates a less than satisfactory security fating within
 Provide any DSS letter that negatively impacts hours of receipt. 	the Facility Clearance Level (FCL) of the company within 48
	Form 254s issued by the Prime and the subcontractors. The
	or collecting their subcontractors' DD Form 254s and the Prime is
	the MDA Industrial Security Office by phone at 256-313- a.mil, or by mail at Bldg 5222, Martin Road, Redstone
Arsenal, AL 35898.	
COR/TM/CLIN COTR Concurrence:	
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(b)(6) COR/TM/CLIN COTR	
	Continuation Page
 ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM require contractual clauses in the contract document itself, or provide an appropriate statement with 	ements, are astabilisted for this contract. (If yes, ideality the pertinent) is resident to additional requirements. Provide a copy of the industriants
See Reference Items 10.j, 11.j, 11.l, and 14.	
See Reference fields fo.j, 11.j, 11.i, and 14.	
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of	
which into carved out and the activity responsible for inspections. Use them 1.1 if additional	pace in readed
15 CEDTIFICATION AND SIGNATURE Converts requirements stated has	ein are complete and adequate for safeguarding the classified information to be released or
generated under this classified effort. All questions shall be referred to th	e official named below.
a TYPEDIN(b)(6) D TITLE Dir	ector, Research, Development (b)(6)
	& Acquisition Security
d ADERESS (Include ZIP Code)	17. REQUIRED DISTRIBUTION
Missile Defense Agency	
5700 18 th Street	U SV800N1RACTOR
Fort Belvoir, Virginia 22060-5573	C COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
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DD Form 254 Reverse, DEC 1999

SECURITY GUIDANCE (BLOCK 13) CONTINUATION:

Special Instructions:

1. The Prime contractor and subcontractors are authorized to flow access of classified information to the SECRET level to their subcontractors in accordance with the NISPOM. This authorization includes access to Non-SCI, COMSEC, CNWDI, and NATO information. The Prime and subcontractors must verify Facility Clearance, Safeguarding Capability and Access Authorizations prior to the dissemination of classified information.

2. Requesting Foreign Disclosure and International Traffic in Arms (ITAR) Exemption Authorization: THIS REQUIREMENT SHALL BE IMPOSED ON ALL SUBCONTRACTS

a. Foreign Disclosure Request Submission Requirements. The contractor and all subcontractors shall submit all requests NLT 45 days prior to need date and:

- Comply with "TC Foreign Disclosure Process" (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes");
- (2) Submit a completed <u>MDA/TC Foreign Disclosure Request Form 1</u> (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes") for Disclosure Requests (using the self-contained instructions) to the Procuring Contracting Officer (PCO) for TC SACO Office for processing;

b. ITAR Exemption Request Submission Requirements. The contractor and all subcontractors shall submit all requests NLT 10 duty days prior to need date and:

(1) Submit a completed <u>MDA/TC ITAR Exemption Request Worksheet</u> (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes") using the self-contained instructions to the PCO for TC SACO Office processing.

e. Interaction with MDA Targets and Countermeasures (TC) United Kingdom (UK) Participating Person (PP). All contractor personnel attending MDA meetings involving Matched Ballistic Reentry Vehicles (MBRV) related issues must be capable of interacting with the TC UK PP in accordance with (IAW) the following references:

- Memorandum US Citizens ONLY ITAR Letter to MDA Primes (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes");
- Memorandum UK PP Introduction Letter (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes");

- Memorandum US Citizens ONLY MDA UK PP ITAR Memo (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes");
- Supplemental Training Presentation US Citizens ONLY TC UK PP Trng (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes").

3. Marking Information and Foreign Sub-contractor Compliance: THIS REQUIREMENT SHALL BE IMPOSED ON ALL SUBCONTRACTS involving Unclassified, For Official Use Only, and or Classified information.

a. Marking Information. All prime and sub-contractor(s) shall mark all Classified. Unclassified, and For Official Use Only information associated with this contract, in-accordancewith (IAW) DoD 5220.22-M. National Industrial Security Program Operating Manual. Defense Security Service Policies Guidance, the TC provided Marking Basics Flip-Book (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes"), and guidance provided in this DD Form 254. The TC provided Marking Basics Flip-Book shall be used as the primary source for integrated guidance on how to properly mark all Unclassified. For Official Use Only, and or Classified information that is generated, updated, and or submitted as part of this contract. If conflicting guidance occurs, the most restrictive guidance shall be complied with. MDA/TC Program Protection representatives may be contacted to adjudicate and resolve any apparent conflicting marking guidance.

b. Foreign subcontractors, if any, must comply with US marking policies and references outlined in this DD Form 254. Foreign subcontractors are prohibited from submitting hardware, software, firmware, documentary, or other information containing Foreign Government. Information (FGI) or FGI markings, in the performance of this contract. All information submitted to the MDA and other supporting US government or US industry contractor entities are prohibited from containing FGI or FGI markings, in the performance of this contract. Prime contractors may request via contracting channels (on a case-by-case basis) authorization to receive FGI or FGI marked information prior to receiving such information.

Reference Item 8.a. (continued) Government Locatious:

Classified performance will occur at various MDA and or other government locations as directed by the Performance Work Statement, Statement of Work, or Statement of Objectives. The contractor shall abide by government security requirements per NISPOM 6-105c. The cognizant security office at the performance location is MDA or the host installation.

Reference Item 8.a. (continued) Performance Locations include the following Contractor Facilities:

a. LOCATION	b.	CAGE CODE	c. COGNIZANT SECURITY OFFICE
Coleman Aerospace/L3 Communication 7675 Municipal Drive Orlando, FL 32819		5U755	Defense Security Service (IOFSM) 6767 N. Wickham Road, Suite 208 Melbourne, FL 32940

Per NISPOM section 5-504, the contractor can disclose classified information between cleared facilities within the Multiple Facility Organization (MFO). MDA does not limit which cleared locations are considered performance locations within the MFO. It is the contractor's responsibility to comply with Defense Security Service policy and procedures for establishing a classified performance location within the MFO structure. This guidance does not apply to government locations or other contractor company locations at which the prime contractor will be conducting classified performance.

Reference Item 10.a and 11.h: Contractor shall comply with the requirements of DoD 5220.22-M and National Security Agency/Central Security Service (NSA/CSS) Policy Manual Number (No.) 3-16, Control of COMSEC Material, dated 5 August 2005.

Reference Item 10.b & d: Contractors shall adhere to the requirements of DoDI 5210.02, "Access to and Dissemination of Restricted Data (RD) and Formerly Restricted Data (FRD)," 3 June 2011, for access and training requirements. Flow this requirement to subcontractors when applicable

1. Contractors shall possess a valid DoD security clearance at a level commensurate with the information concerned and shall have a need-to-know for access. DoD contractors require a final Secret security clearance for access to Secret RD/ FRD information. Contractors shall have a final Top Secret security clearance for access to Top Secret RD/ FRD information.

2. The prime contractor and its subcontractors shall be required to take training for access to RD/FRD material and for derivative classification of RD/FRD information. This training is provided by DOE and can be accessed at the DOE website under the "Training for Other Agency Personnel" tab: http://www.hss.doe.gov/classification/cti.html.

a. For individuals with access to RD/FRD information, personnel shall complete the "Classification of Nuclear Weapons-Related Information (Restricted Data and Formerly Restricted Data)" course. The contractor company shall maintain a record of the training for each individual with access to RD/FRD. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual no longer requires access to RD/FRD information.

b. For individuals who will conduct derivative classification, personnel shall complete the "Restricted Data Classifiers Course." Upon completion of the course, the contractor company shall request a written exam from MDA. MDA will grade the written exam and will provide a certificate of completion. The contractor shall at a minimum obtain an 80% to successfully pass

the exam. The contractor company shall maintain a record of the training for each individual designated as a RD Classifier. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual is no longer designated as a RD Classifier.

3. Contractors should contact the POC listed in block 13 of the DD 254 for information and materials concerning the RD Classifier exam.

Reference Item 10.e: NISPOM Chapter 9, Section 2 requirements apply.

Reference Item 10.e.(2): NISPOM Chapter 9. Section 3 requirements apply.

Reference Item 10.g: NISPOM Chapter 10, Section 7 requirements apply.

Reference Item 10.h: NISPOM Chapter 10, Section 3 requirements apply.

Reference Item 10.j: See For Official Use Only Controlled Unclassified Information Supplement below. **This requirement will be imposed on all subcontracts.**

Reference Item 11.e: Following Security Classification Guidance applies:

Note that a visually classified Matched Ballistic Reentry Vehicle (MBRV) requires a flyaway security cover that visually obscures the MBRV <u>and</u> its shape during ground or sea launched tests.

- Ballistic Missile Defense System (BMDS) Security Classification Guide (SCG), 19 October 2010 to include Admin Changes 11 July 2011.
- Airborne Laser (ABL) Security Classification Guide (SCG), 27 May 2003 with Change 2 dated 24 April 2006, to include Admin Change 22 Aug 2011.
- 3. Ground-Based Midcourse Defense (GMD) Security Classification Guide (SCG), 07 August 2006, with Change 1 dated 25 August 2008, to include admin change dated 11 July 2011.
- Space Based Infrared System (SBIRS) Security Classification Guide (SCG) w Ch 1 dated (15 June 2007), issued by AFSPC.
- Terminal High Altitude Area Defense (THAAD) Security Classification Guide (SCG), 29 November 2001, Change 1 dated 18 October 2010 to include Admin Changes dated 11 July 2011.
- Patriot Air and Missile Defense System Security Classification Guide (SCG) w Addendums 1 & 2 (08 July 2005), issued by AMCOM, 23 April 2003.
- 7. Arrow Systems Improvement Program (ASIP) Security Classification Guide (SCG) 01 July 2004 to include Admin Changes dated 11 July 2011.
- 8. Acgis Ballistic Missile Defense (ABMD) Security Classification Guide (SCG), 08 November 2005, change 1 dated 22 May 2009 to include Admin 11 July 2011.
- 9. OPNAVINST \$5513.3B-63.7 Standard Missile 2 3 4 6, dated 26 Jan 2009.
- 10. Space Tracking and Surveillance System (STSS) Demonstrator Satellite Security Classification Guide (SCG), 12 September 2007, Change 1 dated 17 September 2008.

11. Other Security Classification Guides will be provided as required.

Other References:

A TC developed BMDS SCG training presentation (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes") is available to assist the contractor to correctly interpret SCG topics and uniformly protect programmatic information at the appropriate classification level. Other SCG security training products by specific target-type will also be made available to the contractor as they are developed.

Reference Item 11.f:

1. Contractor is not authorized to establish a contractor facility Outside the United States, Puerto Rico, US Possessions and Trust Territories as part of this contract.

2. Travel to such areas needing access to classified information requires that the contractor's security clearance information be included as part of the Country Clearance.

Reference item 11.g: Contractor is authorized to use the services of DTIC or other secondary distribution center. The contractor and or subcontractor will prepare the DD Form 1540 and DD Form 2345, if required, and submit to the contracting office.

Reference Item 11.j:

The contractor is required to apply operations security (OPSEC) to enhance protection of classified and unclassified critical information pursuant to MDA OPSEC Program Instruction 5205.02; DoD OPSEC Program Directive 5205.02; DoD OPSEC Program Manual 5205.02-M; National Security Decision Directive Number 298; and supplementary instructions. Service OPSEC guidance may also apply if the contracted activity is performed in a Service-level operational environment. If a conflict is identified between Service and higher-level guidance, contact the MDA OPSEC Staff for clarification.

Reference Item 11.1:

1. Contractor's Unclassified AIS:

a. The contractor shall submit, and obtain approval of the Program supported for its procedures for protecting FOUO CUT from unauthorized access from both internal and external sources prior to placing FOUO CUT on the contractor's unclassified AIS. Use Office of Management and Budget (OMB) Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14, 2004, and DoDI 8582.01, "Security of Unclassified DoD Information on Non-DoD Information Systems," June 6, 2012 as guidance documents.

b. AIS access to Controlled Unclassified Information, which includes FOUO CUI (access qualifies as an Automated Data Processing Information Technology (ADP IT)-III Position requirement), must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/Special Security permission) that have a minimum interim SECRET level clearance: or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA Special Security); or contractor equivalent.

(1) <u>Contractor Equivalent</u>: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks shall include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. This option is subject to MDA/Special Security approval.

(2) ADP IT-III Requirement: ADP IT-III positions are located at the contractor's facility. Only electronic SF-85Ps can now be submitted. The contractor shall contact MDA Special Security and provide the information requested. MDA Special Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual shall then enter information to complete the SF 85P, Questionnaire for positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA Special Security, 5700 18th Street, Fort Belvoir, Virginia 22060-5573.

c. See the "For Official Use Only Controlled Unclassified Information Supplement" below for additional guidance on handling that information.

d. MDA Research, Development, and Acquisition Security reserves the right to conduct compliance inspections for the protection of For Official Use Only Controlled Unclassified Information.

2. Publicly Accessible Internet Websites: Contractors and subcontractor must receive written official public release approval for MDA BMDS information from MDA Public Affairs before that information is uploaded onto any respective computer system that provides public access via an Internet website.

Reference Item 12:

1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated through the Organizational OPSEC Coordinator, to the MDA COR TM CLIN COTR for submission to MDA Public Affairs for public release processing. ONLY information that has been favorably reviewed and authorized by MDA Public Affairs may be disclosed. Information developed after initial approval for public release must be submitted for re-review and processing.

2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR TM CLIN COTR and from MDA Public Affairs.

3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.

4. The contractor and all sub-contractors shall submit all requests NLT 45 days prior to need date and:

- a. Comply with "TC Public Release Process" (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes").
- b. Submit a completed TC Staff Summary Sheet (SSS) and MDA Form 3 (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes") for each Public Release request (using the self-contained instructions) to the PCO for TC Staff Action Control Office (TC SACO) processing.

5. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA PCO and from MDA Public Affairs.

6. A request from a foreign government, or representative thereof, including foreign contractors, for classified and or unclassified information in reference to this contract shall be forwarded to the PCO for coordination with MDA International Security for review and appropriate action.

Reference Item 14:

Critical Program information (CPI) and Critical Technologies (CT), will be identified by MDA, and protected by the contractor to the standards articulated in DoD INST 5200.39. Incorporating Change 1, December 28, 2010 and the DTM 09-016, Incorporating Change 2, August 31, 2011 and implemented by a Program Protection Plan. If a Program Protection Implementation Plan is required, it shall be submitted by the contractor to MDA Research. Development, and Acquisition Security for review and approval.

FOR OFFICIAL USE ONLY/CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

1. Definitions.

a. <u>Automated Information System (AIS)</u>. An assembly of computer hardware, software, and firmware configured to automate functions of calculating, computing, sequencing, storing, retrieving, displaying, communicating, or otherwise manipulating data, information, or textual material.

b. <u>Controlled Unclassified Information (CUI)</u>. Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. Per DoD Manual 5200.01, Volume 4 it includes the following types of information: "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; "Sensitive But Unclassified" (State Department information); "DEA Sensitive Information" (Drug Enforcement Agency information); "DoD Unclassified Controlled Nuclear Information"; "Sensitive Information" as defined in the Computer Security Act of 1987; and information contained in technical documents (i.e., Technical Data) as discussed in DoD 5230.24, 5230.25, International Traffic in Arms Regulation (ITAR), and the Export Administration Regulations (EAR).

c. <u>Dual Citizenship</u>. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

d. <u>For Official Use Only (FOUO)</u>. FOUO is information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DOD 5400.7-R). FOUO is not a form of classification to protect U.S. national security interests.

e. <u>National of the United States</u>, Title 8, U.S.C. Section 1101(a)(22), defines a National of the U.S. as:

(1) A citizen of the United States, or,

(2) A person who, but not a citizen of the U.S., owes permanent allegiance to the U.S.

NOTE: 8 U.S.C. Section 1401, paragraphs (a) through (g), lists categories of persons born in and outside the U.S. or its possessions that may qualify as Nationals and Citizens of the U.S. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the U.S.

f. <u>Personal Information</u>. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.

g. <u>U.S. Person</u>. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

h. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

2. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. FOUO/CUI and other information may fall in this category. Mark such information as "For Official Use Only" (See Contract Section J, "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes

b. FOUO/CUI in the hands of contractors may not be released to the public by the contractor unless (a) the COR/TM/CLIN COTR concurs and (b) written approval has been provided by MDA/Public Affairs. Note: MDA/Public Affairs coordinates public release requests with MDA Research, Development, and Acquisition Security.

c. Access:

(1) Access to FOUO/CUI must be limited to U.S. Persons (precludes access by individuals claiming dual citizenship without MDA/Special Security permission) or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.

(2) <u>Non-Sensitive Positions (ADP/IT-III positions</u>). Non-sensitive positions associated with FOUO/CUI are found at contractor facilities processing such information on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to FOUO/CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/Special Security). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall contact MDA/Special Security at (571) 231-8459, and provide the requested information. MDA/Special Security will electronically notify the individual when they may enter e-QIP through the OPM portal. The individual will then enter information to complete the SF 85P, Questionnaire for Positions of Public Trust, electronically. It will be necessary to mail 2 DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: MDA/Special Security, 5700 18th Street, Fort Belvoir, Virginia 22060-5573.

3. Identification Markings.

Within the Department of Defense CUI shall be marked as FOR OFFICIAL USE ONLY, with a DISTRIBUTION STATEMENT, and include the appropriate ITAR WARNING notice, as required and in accordance with the TC provided Marking Basics Flip-Book (See Contract Section J. "Compliance and Reference Documents" Attachment, "Additional Security Procedures and Processes").

a. All declassified MDA information is "unclassified official government information" and requires official MDA Security and Policy Review prior to official public release.

b. E-mails and other electronic files shall be marked in the same fashion as described for documents above, to the maximum extent possible.

4. Handling.

a. During any temporary sojourn of U.S. Government Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.

(1) Long term task driven deadlines (in excess of five days) or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than thirty calendar days.

(2) Requests for extended possession, use, and storage of U.S. Government Unclassified information outside of "official" work spaces (periods in excess of 30 days) shall take the form of a Memorandum For Record (MFR) prepared by the employee, specifying the body of information to be removed by listing the: title or subject matter, Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

(3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA Research. Development, and Acquisition Security staff.

(4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.

(5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.

(6) All affected employees authorized to possess, use, and store U.S. Government Unclassified information outside of "official" work spaces must return all U.S. Government Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.

b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological wellbeing of the contractor work force.

5. Transmission/Dissemination/Reproduction.

a. Subject to compliance with official distribution statements, FOUO markings (e.g., Export Control, Proprietary Data) and/or Non-Disclosure Agreements which may apply to individual items in question; authorized contractors, consultants and grantees may transmit/disseminate FOUO/CUI information to each other, other DoD contractors and DoD officials who have a legitimate need to know in connection with any DoD authorized contract, solicitation, program or activity. The government Procuring Contracting Officer (PCO) will confirm with the Contracting Officer's Representative or Task Order Monitor "legitimate need to know" when required. The MDA/Chief Information Officer has determined that encryption of external data transmissions of FOUO/CUI are now practical. The MDA/Chief Information Officer has stated that Public Key Infrastructure (PKI) and Public Key (PK) enabling technologies are available and cost effective. The following general guidelines apply:

(1) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic data transmissions of CUI/FOUO shall be only over secure communications means approved for transmission of such information whenever practical. Encryption of e-mail to satisfy this requirement shall be in accordance with MDA Directive 8190.01, Electronic Collaboration with Commercial, Educational, and Industrial Partners, May 12, 2009, being accomplished by use of DoD approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/certificate.html or by the company's participation in the "Federal Bridge. The MDA/Chief Information Officer, PKI Common Access Card (CAC) point of Contact is (b)(6)

(2) In accordance with DoD Manual 5200.01, Volume 4, Enclosure 3, external electronic transmissions of FOUO/CUI shall only be over secure communications means approved for transmission of information wherever practical. Transmitting FOUO/CUI via these means, without encryption requires prior written authorization by MDA/Chief Information Officer.

b. Failure of the contractor to encrypt FOUO CUI introduces significant risks to the BMDS mission. It is essential for the contractor to understand the risks and mitigation options that are available. The contractor must understand that failure to encrypt FOUO CUI carries with it certain risks to the mission. These risks can be mitigated with the thoughtful application of processes, procedures, and technology.

- (1) Risks Include:
 - Undermining our OPSEC efforts at a time that we begin to focus on implementing missile defense plans in Europe.
 - The aggregation of FOUO CUI can communicate events and plans that may be classified (i.e., "classification by compilation").
 - Not properly encrypting contributes to a lax security environment.
- (2) Some of the available mitigation tools include:
 - Approved DOD PKI CAC hardware token certificates or DOD trusted software certificates for encrypting data in transport
 - Industry best practice of Virtual Private Network (VPN) Internet Protocol Security (IPSEC) for intra-organization transport
 - Industry best practice of Secure Sockets Layer Portal Web Services for document sharing and storage
 - Approved DOD standard solutions for encrypting data at rest.
 - Approved DOD E-Collaboration services via MDA Portal or Defense Information Systems Agency (DISA) Network Centric Enterprise Services (NCES)
 - Any FIPS 140-2 validated encryption [e.g., IPSEC, Secure Socket Layer Transport Layer Security (SSL TLS). Secure Multipurpose Internet Mail Extensions (S MIME)]
 - Procure and employ Secure Telephone Equipment (STE)
 - Procure and employ secure facsimile (FAX) capability
 - Utilize secure VTC capabilities
 - Hand-carry FOUO CUT
 - Utilize mailing through U.S. Postal Service
 - Utilize overnight express mail services.

c. The MDA CIO has taken the position that encryption technologies are readily available, easy to obtain, inexpensive, and practical to implement. Therefore, if the contractor believes there are performance locations identified that cannot encrypt FOUO-CUI, the contractor will provide within 120 days of contract signing, a list of those locations along with explanation as to why encryption is not practical. This list will be provided to the PCO and COR TM CLIN COTR for transmission to MDA Chief Information Officer and MDA Research, Development, and Acquisition Security. The MDA Chief Information Officer will determine the acceptability of contractor submissions and will notify the PCO of any decisions regarding encryption. d, FOUO CUI shall be processed and stored internally on Automated Information Systems (AIS) or networks 1) when distribution is to an authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute FOUO CUI. Discretionary access control measures may be used to preclude access to FOUO CUI files by users who are authorized system users, but who are not authorized access to FOUO CUI. External transmission of FOUO CUI shall be secured using NIST-validated encryption.

e. The World Wide Web shall be equated with "Public Access." Information must be reviewed by MDA Public Affairs and officially approved for public release before it is placed on publicly-accessible Web pages or electronic bulletin boards. Contractor personnel who maintain and post information on websites or web logs (BLOGS), and who provide OPSEC reviews of such, should receive OPSEC Awareness information that specifically addresses DoD guidance associated with these activities.

f. Do not mark shipping containers as containing CUI or FOUO.

g. Reproduction of FOUO CUI may be accomplished on unclassified copiers within designated government or contractor reproduction areas.

6. <u>Storage</u>. During working hours, FOUO CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided. FOUO CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

7. Disposition.

a. When no longer needed, FOUO CUI shall be destroyed in a manner to reasonably assure destruction beyond recognition and reconstruction. The following destruction methods are authorized: burning: pulping; pulverizing: shredding; or tearing by hand. If tearing cutting by hand, the minimum standard is a maximum tear cut width of one-half of an inch.

b. Removal of the FOUO CUI status can only be accomplished by the government originator. The MDA COR TM CLIN COTR shall review and or coordinate with proper authority the removal of FOUO CUI status for information in support of contract activity. MRBM Target HQ0147-14-C-0001 Section J, Attachment #21



Medium Range Ballistic Missile Targets

Attachment 21 – Common Payload Interface Control Document (ICD)

Pages 1432 – 1483

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Under Exemption (b)(5)

MRBM Target HQ0147-14-C-0001 Section J, Attachment #22



Medium Range Ballistic Missile Targets

Attachment 22 – Associated Objects (AO) Interface Control Document (ICD)

Pages 1485 - 1486

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REVISION HISTORY

VERSION	DATE	CHANGE	PAGES
1.0	2/1/12	Initial DRAFT	ALL
1.1	3/13/12	Final DRAFT	ALL

Pages 1490 - 1519

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Pages 1521

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Under Exemption (b)(5)



Pages 1523 – 1524

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Under Exemption (b)(5)

MRBM Target HQ0147-14-C-0001 Section J, Attachment #23



Medium Range Ballistic Missile Targets

Attachment 23 - OCI Policy



DEPARTMENT OF DEFENSE

MISSILE DEFENSE AGENCY 7100 DEFENSE PENTAGON WASHINGTON, DC 20301-7100

JUL 2 7 2009

POLICY MEMORANDUM NO. 51

MEMORANDUM FOR DEPUTIES AND STAFF DIRECTORS, MDA

SUBJECT: Organizational Conflicts of Interest

This memorandum establishes the Missile Defense Agency's policies pertaining to organizational conflicts of interest (OCIs).

OCIs can deprive the Agency of the independent, objective advice of its supporting contractors. OCIs occur when a contractor may be unable to provide impartial advice or assistance, when its objectivity in performing a contract is impaired, or when it may obtain an unfair competitive advantage. A contractor can obtain an unfair competitive advantage by obtaining access to non-public information (to include proprietary, budgetary, and acquisition planning information) or when it is in a position to favor its own products or services. Key OCI principles have been promulgated in Federal Acquisition Regulation (FAR) Subpart 9.5 and have been enforced by protest decisions of the Government Accountability Office and the Court of Federal Claims. Consequently, it is critical that the Agency adhere to these processes and procedures in the FAR and this policy.

As a general policy, contractors which provide advisory and assistance services to the Agency, particularly in the engineering, acquisition support, and the quality functional areas, cannot develop or support the development of the Agency's research and development (R&D) efforts. This separation of contractual responsibilities is critical to ensuring the Agency obtains the independent, objective advice it requires, particularly in establishing requirements for our major R&D efforts and in evaluating the performance of contractors which perform those requirements. While some contractors may be able to provide subcontracting services to the Agency, their prime contractors will be required to demonstrate that the involvement of these subcontractors will not constitute an OCI or place them in a position of evaluating the services or performance of our developmental contractors.

As the head of the Agency, I retain the authority to grant waivers of bias-type OCIs. I intend to exercise that authority in very limited circumstances and only when in the government's interest. Generally, temporary OCI waivers will be considered on a case-by-case basis for no more than six months to permit contractors to divest themselves of existing contracts or business units after contract award. To preserve the integrity of our source selections, all participants shall be free from personal financial interests, to include those of members of their household, in any competitors. Contractors and members of Federally Funded Research and Development Centers that will have access to proprietary information shall similarly have no financial interests in any of the competitors and be free of all OCIs.

All Agency personnel shall take appropriate measures to prevent our supporting contractors from obtaining unfair competitive advantages by virtue of their access to nonpublic information. Discussions and development of acquisition strategy will be limited to an appropriate number of personnel. Contractors will be required to establish internal firewalls and organizational separations to ensure that only employees supporting the Agency have access to nonpublic and sensitive Agency information, and that such information is not provided to other contractor employees or officials, unless the information is available publicly or its transmittal is authorized by the supporting contracting officer.

As the FAR vests responsibility for identifying, mitigating, and resolving OCIs in our contracting officers, I expect all personnel to coordinate OCI issues with respect to specific procurements with their supporting contracting officers and legal counsel.

My point of contact for specific issues regarding OCIs in the Office of General Counsel is (b)(6) who can be reached at (b)(6) or (b)(6)

PATRICK J. O'REILLY Lieutenant General, USA Director

MRBM Target HQ0147-14-C-0001 Section J, Attachment #24



Medium Range Ballistic Missile Targets

Attachment 24 – Data Rights Assertion

L-3 Coleman Aerospace

DISTRIBUTION STATEMENT F - Further dissemination only as directed by MDA/DACT or higher DOD authority.

WARNING - This technical data is controlled under the International Traffic in Arms Regulations (ITAR), and may not be exported to a Foreign Person, either in the U.S. or abroad, without a license or exemption from the U.S. Department of State.

DESTRUCTION NOTICE – For classified documents, follow the procedures in DOD 5200.22-M, National Industrial Security Program Operating Manual, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter 6, as applicable. All documents containing unclassified controlled information will be disposed of as classified waste or by any method that will prevent reconstruction.

FOR OFFICIAL USE ONLY - This document contains information exempt from mandatory disclosure under the FOIA. Exemption category (b) (5) applies (or any other appropriate exemption(s) from DOD 5400 7-R, DOD Freedom of Information Act Program, if applicable).

Pages 1529 - 1530

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Under Exemption (b)(4)