

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DX-A2	PAGE OF PAGES 1 111	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-04-D-0006-P00061		3. EFFECTIVE DATE 09 Dec 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301 MARTIN ROAD REDSTONE ARSENAL AL 35896-0001			CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 5D177		FACILITY CODE		10. SUBMIT IN VOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0038	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c) [] 41 U.S.C. 253(c) []				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$212,461,655.00	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	94 - 110
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 54	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	55	X	J	LIST OF ATTACHMENTS	111
X	D	PACKAGING AND MARKING	56 - 57	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	58	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	59 - 62		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	63 - 69	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	70 - 93	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number HQ0006-03-R-0002-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6) TEL: (b)(6) EMAIL: (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 19-Apr-2004	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Target Design and Management CPAF	UNDEFINED		UNDEFINED	(b)(4)
				MAX COST	(b)(4)
				BASE FEE	\$0.00
				SUBTOTAL MAX COST + BASE	(b)(4)
				MAX AWARD FEE	(b)(4)
				TOTAL MAX COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101	Systems Engineering and Integration CPAF Informational Line Item	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000102	Program Management CPAF Informational Line Item	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000103	FY04 Incremental Funding CPAF FOB: Destination PURCHASE REQUEST NUMBER: 49017, PARTIAL 1 AND 2	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AA				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000104	FY05 Incremental Funding CPAF FOB: Destination PURCHASE REQUEST NUMBER: 55367, BASIC & AMEND 1	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AB				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000105	Incremental Funding, HQ0006-04-D-0006 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 55367, AMEND 2	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AB				(b)(4)

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000106	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AC				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000107	Incremental Funding CPAF IF for CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: 52368, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AD				(b)(4)

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000108	Incremental Funding for CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 60332, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AF				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000109	Incremental Funding for CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 60666, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AJ				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000110	Incremental Funding for CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW50291, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AK				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000111	Incremental Funding for CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW50293, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AM				(b)(4)

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000112	Incremental Funding CLIN 1 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW60666AMENDMENT1	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AJ CIN: TC9MMW60666AMENDMENT10001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000113	INCREMENTAL FUNDING FOR CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW50291AMENDMENT2	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AK CIN: TC9MMW50291AMENDMENT20001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000114	INCREMENTAL FUNDING FOR CLIN 0001	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: TC9MMW50291AMENDMENT1				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AK				(b)(4)
	CIN: TC9MMW50291AMENDMENT10001				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000115	INCREMENTAL FUNDING FOR CLIN 0001	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: TC9MLS63369BASIC				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AS				(b)(4)
	CIN: TC9MLS63369BASIC0001				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000116	Incremental Funding for CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 4Y5PACA01Y	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AU CIN: 4Y5PACA01Y0001				(b)(6)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000117	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AE CIN: 00000000000000000000000000000000				(b)(6)

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000118	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AG				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000119	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AH				(b)(4)
	CIN: 00000000000000000000000000000000				

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000120	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AN CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000121	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AP CIN: 00000000000000000000000000000000				(b)(4)

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000122	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AT				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000123	Incremental Funding for 0001 from 0003 CPAF FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AL				(b)(4)
	CIN: 00000000000000000000000000000000				

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000124	INCREMENTAL FUNDING FOR CLIN 0001	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DE9MLS70272BASIC				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AW				(b)(4)
	CIN: DE9MLS70272BASIC0001				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000125	Incremental Funding for CLIN 0001	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: TC9MMW63729				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AX				(b)(4)
	CIN: TC9MMW637290001				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Data CPAF Data to support CLIN 0001 in accordance with Contract Data Requirements List, Exhibit A. Not Separately Priced	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	<u>\$0.00</u>
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Award Fee Reserve CPAF Award Fee funding for CLIN 0001 Award Fee	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	<u>\$0.00</u>
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000301	FY04 Incremental Funding CPAF FOB: Destination PURCHASE REQUEST NUMBER: 49017, PARTIAL 1 AND 2	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AA				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000302	FY05 Incremental Funding CPAF FOB: Destination PURCHASE REQUEST NUMBER: 55369, BASIC & AMEND 1	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AC				\$0.00

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000303	Incremental Funding, HQ0006-04-D-0006 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 55369, AMEND 2	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AC				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000304	Incremental Funding CPAF Award Fee Incremental Funding for CLIN 0003 FOB: Destination PURCHASE REQUEST NUMBER: 52240, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AE				\$0.00

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000305	Incremental Funds for Fee - CLIN 0003 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 60331, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AG				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000306	INCREMENTAL FUNDING FOR FEE - CLIN 0003 CPAF FOB: Destination PURCHASE REQUEST NUMBER: 60609, BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AH				\$0.00

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000307	Incremental Funding for CLIN 003	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: TC9MMW50290, BASIC				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AL				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000308	Incremental Funding for Item 0003	UNDEFINED		UNDEFINED	\$0.00
	CPAF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: TC9MMW50292, BASIC				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AN				\$0.00

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000309	Incremental Award Fee Funding CLIN 3 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW61884BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AP CIN: TC9MMW61884BASIC0001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000310	INCREMENTAL FUNDING FOR CLIN 0003 CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MLS63372BASIC	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AT CIN: TC9MLS63372BASIC0001				\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000311	INCREMENTAL FUNDING FOR CLIN 0001 CPAF FOB: Destination PURCHASE REQUEST NUMBER: DE9MLS70278	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AV CIN: DE9MLS702780001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum: (b)(4) Maximum: (b)(4)	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Data CPAF Data to support CLIN 0004 in accordance with Contract Data Requirements List, Exhibit B. Not Separately Priced	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Single Integration Capability CPAF The contractor shall perform all necessary planning, and design, for the single integration capability implementation and actions required to comply with all local, state and federal regulatory requirements including environmental requirements. The contractor shall ensure the required assurances such as agreements with local, state, and federal authorities are in place, for continued hazardous operations at this site. The Contract Data Requirement Lists on contract are applicable with the following Technical CDRL deliverables being excluded: A004 Interface Control Document; A008 Technical Performance Measures; A006 Software Development Plan; and A017 Master Program Test Plan. Further, the required submission of the Cost Performance Report (CPR) will be limited to only format 1.	UNDEFINED		UNDEFINED	(b)(4)

FOB: Destination

	MAX COST	(b)(4)
	BASE FEE	\$0.00
	SUBTOTAL MAX COST + BASE	(b)(4)
	MAX AWARD FEE	\$0.00
	TOTAL MAX COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000601	SINGLE INTEGRATION CAPABILITY CPAF PLANNING AND IMPLEMENTATION FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW62684	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00
	ACRN AR CIN: TC9MMW626840006				(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Award Fee Reserve CPAF Award Fee funding for CLIN 0006 Award Fee FOB: Destination	UNDEFINED		UNDEFINED	(b)(4)
				MAX COST	\$0.00
				BASE FEE	\$0.00
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	(b)(4)
				TOTAL MAX COST + FEE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000701	Incremental Funds for Award Fee CPAF FOB: Destination PURCHASE REQUEST NUMBER: TC9MMW62683	UNDEFINED		UNDEFINED	\$0.00

	MAX COST	UNDEFINED
	BASE FEE	UNDEFINED
	SUBTOTAL MAX COST + BASE	\$0.00
	MAX AWARD FEE	UNDEFINED
	TOTAL MAX COST + FEE	\$0.00

ACRN AQ
CIN: TC9MMW626830001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Program Management and Target Design CPAF Period of Performance (b)(4) Funding will be on an individual delivery order basis. Travel and material costs on individual delivery orders are non-fee bearing.	UNDEFINED		UNDEFINED	\$0.00

(b)(4)

FOB: Destination

	MAX COST	UNDEFINED
	BASE FEE	UNDEFINED
	SUBTOTAL MAX COST + BASE	\$0.00
	MAX AWARD FEE	UNDEFINED
	TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Data CPAF Data to support CLIN 0008 in accordance with Contract Data Requirements List, Exhibit A; Not Separately Priced. FOB: Destination	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Sustainment and Integrated Logistics CPFF The contractor shall perform Sustainment and Integrated Logistics Support (ILS) requirements to the extent tasked under Delivery Order 0023. The estimated/max cost associated with CLIN 0010 is (b)(4) FOB: Destination	UNDEFINED	Lot	UNDEFINED	\$0.00
				MAX COST	(b)(4)
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011		UNDEFINED	Lot	UNDEFINED	UNDEFINED

Other Sustainment Activities
T&M

The contractor shall perform any tasked unplanned Sustainment and Integrated Logistics Support (ILS) requirements IAW the Delivery Order 0023 SOW. Minimum: \$0.00 Maximum \$0.00. The maximum ceiling for tasking under CLIN 0011 is \$0.00.

FOB: Destination

TOT MAX PRICE	\$0.00
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101 OPTION	Target Design and Management CPAF	UNDEFINED		UNDEFINED	\$0.00

MAX COST	\$0.00
BASE FEE	\$0.00
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	\$0.00
TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010101 OPTION	Systems Engineering and Integration CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
010102 OPTION	Program Management CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102 OPTION	Data CPAF Data to support CLIN 0101 in accordance with Contract Data Requirements List, Exhibit A	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103 OPTION	Award Fee CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104 EXERCISED OPTION	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum (b)(4) Maximum (b)(4)	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104AA EXERCISED OPTION	Target Acquisition and Presentation FFP Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.			UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104AB EXERCISED OPTION	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0105 EXERCISED OPTION	Data CPAF	UNDEFINED			NSP
	Data to support CLIN 0104 in accordance with Contract Data Requirements List, Exhibit B				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0108 EXERCISED OPTION	Program Management and Target Design CPAF	UNDEFINED		UNDEFINED	\$0.00
	OPTION 1, Period of Performance: (b)(4) Funding will be on an individual delivery order basis. Travel and material costs on individual delivery orders are non-fee bearing.				

(b)(4)

FOB: Destination

MAX COST	UNDEFINED
BASE FEE	UNDEFINED
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	UNDEFINED
TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0109 EXERCISED OPTION	Data - Option 1 CPAF	UNDEFINED			NSP
	Data in support of CLIN 0108 in accordance with Contract Data Requirements List, Exhibit A; Not Separately Priced. FOB: Destination				

MAX COST	UNDEFINED
BASE FEE	UNDEFINED
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	UNDEFINED
TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201 OPTION	Target Design and Management CPAF	UNDEFINED		UNDEFINED	(b)(4)
				MAX COST	(b)(4)
				BASE FEE	\$0.00
				SUBTOTAL MAX COST + BASE	(b)(4)
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020101 OPTION	Systems Engineering and Integration CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
020102 OPTION	Program Management CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202 OPTION	Data CPAF Data to support CLIN 0201 in accordance with Contract Data Requirements List, Exhibit A	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203 OPTION	Award Fee CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204 EXERCISED OPTION	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
	Minimum	(b)(4)			
	Maximum	(b)(4)			
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204AA EXERCISED OPTION	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				<hr/>	
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204AB EXERCISED OPTION	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				<hr/>	
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0205 OPTION	Data CPAF Data to support CLIN 0204 in accordance with Contract Data Requirements List, Exhibit B	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0208 EXERCISED OPTION	Program Management and Target Design CPAF OPTION 2, Period of Performance:	UNDEFINED		UNDEFINED	\$0.00
				(b)(4)	

Funding will be on an individual delivery order basis. Travel and material costs on individual orders are non-fee bearing.

FOB: Destination

	MAX COST	UNDEFINED
	BASE FEE	UNDEFINED
	SUBTOTAL MAX COST + BASE	\$0.00
	MAX AWARD FEE	UNDEFINED
	TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0209 EXERCISED OPTION	Data CPAF	UNDEFINED			NSP
	OPTION 2, Data to support CLIN 0208 in accordance with Contract Data Requirements List, Exhibit A; Not Separately Priced.				
	FOB: Destination				

	MAX COST	UNDEFINED
	BASE FEE	UNDEFINED
		<hr/>
		\$0.00
	SUBTOTAL MAX COST + BASE	
	MAX AWARD FEE	UNDEFINED
		\$0.00
	TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301 OPTION	Target Design and Management CPAF	UNDEFINED		UNDEFINED	\$0.00

	MAX COST	\$0.00
	BASE FEE	\$0.00
		<hr/>
		\$0.00
	SUBTOTAL MAX COST + BASE	
	MAX AWARD FEE	\$0.00
		\$0.00
	TOTAL MAX COST + FEE	

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030101 OPTION	Systems Engineering and Integration CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
030102 OPTION	Program Management CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302 OPTION	Data CPAF Data to support CLIN 0301 in accordance with Contract Data Requirements List, Exhibit A	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303 OPTION	Award Fee CPAF	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304 OPTION	Target Acquisition and Presentation CPAF	UNDEFINED		UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
	Minimum: (b)(4)				
	Maximum: (b)(4)				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304AA OPTION	Target Acquisition and Presentation FFP			UNDEFINED	\$0.00
	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX NET AMT	\$0.00

HQ0006-04-D-0006

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304AB OPTION	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.	UNDEFINED		UNDEFINED	\$0.00
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0305 OPTION	Data CPAF Data to support CLIN 0304 in accordance with Contract Data Requirements List, Exhibit B	UNDEFINED			NSP
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0308 OPTION	Program Management and Target Design CPAF OPTION 3, Period of Performance: (b)(4)	UNDEFINED		UNDEFINED	\$0.00
Funding will be on an individual delivery order basis. Travel and material costs on individual delivery orders are non-fee bearing.					

(b)(4)

FOB: Destination

MAX COST	UNDEFINED
BASE FEE	UNDEFINED
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	UNDEFINED
TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0309 OPTION	Data CPAF OPTION 3 Data to support CLIN 0308 in accordance with Contract Data Requirements List, Exhibit A; Not Separately Priced. FOB: Destination	UNDEFINED			NSP

MAX COST	UNDEFINED
BASE FEE	UNDEFINED
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	UNDEFINED
TOTAL MAX COST + FEE	\$0.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0011		\$0.00		\$0.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001		\$		\$
000101		\$		\$
000102		\$		\$
000103		\$		\$
000104		\$		\$
000105		\$		\$
000106		\$		\$
000107		\$		\$
000108		\$		\$
000109		\$		\$
000110		\$		\$
000111		\$		\$

HQ0006-04-D-0006

000112	\$	\$
000113	\$	\$
000114	\$	\$
000115	\$	\$
000116	\$	\$
000117	\$	\$
000118	\$	\$
000119	\$	\$
000120	\$	\$
000121	\$	\$
000122	\$	\$
000123	\$	\$
000124	\$	\$
000125	\$	\$
0002	\$	\$
0003	\$	\$
000301	\$	\$
000302	\$	\$
000303	\$	\$
000304	\$	\$
000305	\$	\$
000306	\$	\$
000307	\$	\$
000308	\$	\$
000309	\$	\$
000310	\$	\$
000311	\$	\$

HQ0006-04-D-0006

0004	\$	\$
0004AA	\$	\$
0004AB	\$	\$
0005	\$	\$
0006	\$	\$
000601	\$	\$
0007	\$	\$
000701	\$	\$
0008	\$	\$
0009	\$	\$
0010	\$	\$
0011	\$	\$
0101	\$	\$
010101	\$	\$
010102	\$	\$
0102	\$	\$
0103	\$	\$
0104	\$	\$
0104AA	\$	\$
0104AB	\$	\$
0105	\$	\$
0108	\$	\$
0109	\$	\$
0201	\$	\$
020101	\$	\$
020102	\$	\$
0202	\$	\$

HQ0006-04-D-0006

0203	\$	\$
0204	\$	\$
0204AA	\$	\$
0204AB	\$	\$
0205	\$	\$
0208	\$	\$
0209	\$	\$
0301	\$	\$
030101	\$	\$
030102	\$	\$
0302	\$	\$
0303	\$	\$
0304	\$	\$
0304AA	\$	\$
0304AB	\$	\$
0305	\$	\$
0308	\$	\$
0309	\$	\$

SECTION B CLAUSES

SECTION B NOTES:

NOTE A: Items 0002 and 0005, and if and to the extent options are exercised, Items 0102, 0105, 0202, 0205, 0302 and 0305, are not separately priced and will be included in the overall unit price of the corresponding Item.

B-1 CONTRACT TYPE

This is a combination Cost-Plus-Award-Fee (CPAF) Completion type contract with one Indefinite Delivery/Indefinite Quantity (ID/IQ) CLIN. Firm Fixed Price type Delivery Orders may be issued under SubCLIN 00xxAA and Cost Plus Award Fee type Delivery Orders may be issued under SubCLIN 00xxAB during applicable performance periods of each delivery order. All Delivery Orders are linked to this basic contract under the CLIN/SubCLIN structure outlined herein. Delivery Order 23 is Cost-Plus-Fixed Fee (CPFF), and CLIN 0006, DO-24 is CPFF.

B-2 AWARD FEE AND MISSION SUCCESS

1. The award fee and mission success will be determined in accordance with the Award Fee and Mission Success Determination Plan (Attachment 4).

2. This contract provides for a maximum award fee pool for CLIN 0001 and CLIN 0006 (Table 1) and if and to the extent the options are exercised, CLINs 0101, 0201, and 0301 and SubCLIN 0004AB (Table 3) and if and to the extent the options are exercised, SubCLINS 0104AB, 0204AB, and 0304AB. The maximum award fee pool amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive evaluation periods as described below. Evaluation periods to the extent possible, will be based on Performance Milestones (Table 2 for CLIN 0001 and Table 4 for SubCLIN 0004AB below).

3. Award Fee Periods and Pools (Applicable to CLINS 0001 and 0006, and if and to the extent exercised, 0101, 0201, and 0301)

The available award fee pool for any period may be adjusted, (i.e. shifted to or from future award fee periods) unilaterally by the Contracting Officer to reflect a shift in program emphasis or program re-planning, provided that the contractor is notified in writing by the Contracting Officer no later than five (5) working days prior to the start of any period which may be affected. Changes affecting the current evaluation period will be by mutual agreement of both parties.

The Award Fee amounts listed below for Option CLINs apply only if the corresponding Option CLIN is exercised. The evaluation periods, fee pools, and fee earned are as follows:

Table 1, CLIN 0001, CLIN 0006 and options 0101, 0201 and 0301 Award Fee Periods and Pools

CLIN 0001-BASE PERIOD	Award Fee Available	Award Fee Earned
Period Dates		
Contract Award		
(b)(4)	(b)(4)	(b)(4)
	\$0	
	\$0	
CLIN 0006 - BASE PERIOD		
(b)(4)	(b)(4)	(b)(4)
CLIN 0101- OPTION I		
(b)(4)	(b)(4)	
CLIN 0201 - OPTION II		
(b)(4)	(b)(4)	
CLIN 0301 - OPTION III		
(b)(4)	(b)(4)	

HQ0006-04-D-0006

Note: The evaluation of CLIN 0006 shall be in accordance with the criteria applicable to CLIN 0001.

Table 2, CLIN 0001 Performance Milestones

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.1 Contract Award – Jun. 04	1a.	Systems Requirements I Heading Check Conducted	101210020030100
	1b.	System Requirements Review I Completed	101220020030100
	1c.	Functional Allocation and Interface Definition I Completed	101230020030100
	1d.	Program Management Review Number 1 Conducted	20100000000100

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.2 Jul. 04 – Dec.04	2a.	Product Line Solutions Review I/Target Set I Definition Completed	101240030030100
	2b.	Product Line New Design PDR I Conducted	101250040030100
	2c.	Program Management Review Number 2 Conducted	201000000010200

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.3 Jan. 05 – Jun.05	3a.	System Requirements Review II Completed	101220020030200
	3b.	Product Line New Design CDR I Conducted	101260000030100
	3c.	Cycle I Target Set Completed	101000000000100
	3d.	Functional Allocation and Interface Definition II Completed	101230020030200
	3e.	Program Management Review Number 3 Conducted	201000000010300

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.4 Jul. 05 – Dec.05	4a.	Product Line Solutions Review II/Target Set II Definition Completed	101240030030200
	4b.	Product Line New Design PDR II Conducted	101250040030200
	4c.	Program Management Review Number 4 Conducted	201000000010400

Period/Dates	Period ID	Performance Milestone	IMP Reference
No. 5 Jan. 06 – Jun. 06	5a.	System Requirements Review III Completed	101220010030300
	5b.	Product Line New Design CDR II Conducted	101260040030200
	5c.	Cycle II Target Set Completed	101000000000200
	5d.	Functional Allocation and Interface Definition III Completed	101230000030300
	5e.	Program Management Review Number 5 Conducted	201000000010500

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.6 Jul. 06 – Dec. 06	6a.	Product Line Solutions Review III/Target Set III Definition Completed	101240000030300
	6b.	Product Line New Design PDR III Conducted	101250040030300
	6c.	Program Management Review Number 6 Conducted	201000000010600

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.7 Jan. 07 – Jun.07	7a.	System Requirements Review IV Completed	101220010030400
	7b.	Product Line New Design CDR III Conducted	101260040030300
	7c.	Cycle III Target Set Completed	101000000000300
	7d.	Functional Allocation and Interface Definition IV Completed	101230000030400
	7e.	Program Management Review Number 7 Conducted	201000000010700

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.8 Jul 07 – Nov. 07	8a.	Product Line Solutions Review IV/Target Set IV Definition Completed	101240000030400

For a scheduled performance milestone to be considered complete for award fee purposes the Government must agree that the milestone is closed or that plans are in place for imminent closure. The impact of uncompleted milestones will be included as part of the award fee assessment.

If exercised, milestones will be incorporated for Option CLINs 0101, 0201, and 0301.

2. Award Fee Periods and Pools (Applicable to SubCLINs 0004AB, and if and to the extent exercised, 0104AB, 0204AB, and 0304AB)

Prior to award/definitization of a Delivery Order, the Government will determine the award fee pool amount and period allocation. Each Delivery Order will be evaluated separately using the Attachment 4 Contract Performance Criteria.

Table 3, SubCLIN 0004AB, and Options 0104AB, 0204AB and 0304AB Award Fee Periods and Pools

		SubCLIN 0004AB Delivery Order 01	SubCLIN 0004AB Delivery Order 02	SubCLIN 0004AB Delivery Order 03	SubCLIN 0004AB Delivery Order 04	SubCLIN 0004AB Delivery Order 05	SubCLIN 0004AB Delivery Order 06	SubCLIN 0004AB Delivery Order 07	SubCLIN 0004AB Delivery Order 08
	Period Dates	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available
1 st	Contract Award – Jun 04								
2 nd	Jul 04 – Dec 04	(b)(4)							
3 rd	Jan 05 – Jun 05	(b)(4)	(b)(4)	(b)(4)				(b)(4)	
4 th	Jul 05 – Dec 05								
5 th	Jan 06 – Jun 06					(b)(4)			
6 th	Jul 06 – Dec 06				(b)(4)				
7 th	Jan 07 – Jun 07					\$TBD	\$TBD		\$TBD
8 th	Jul 07 – Nov 07					\$TBD	\$TBD	\$195,155	\$TBD
9 th	Dec 07 – May 08					\$TBD	\$TBD	\$TBD	\$TBD
10 th	Jun 08 – Nov 08				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
11 th	Dec 08 – May 09				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
12 th	Jun 09 – Nov 09				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
13 th	Dec 09 – May 10				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
14 th	Jun 10 – Nov 10				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
15 th	Dec 10 – May 11				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
16 th	Jun 11 – Nov 11				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
17 th	Dec 11 – May 12				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
18 th	Jun 12 – Nov 12				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
19 th	Dec 12 – May 13				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
20 th	Jun 13 – Nov 13				\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
Total		(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	\$TBD	(b)(4)	\$TBD

Table 3, SubCLIN 0004AB, and Options 0104AB, 0204AB and 0304AB Award Fee Periods and Pools (CONT)

		SubCLIN 0004AB Delivery Order 09	SubCLIN 0004AB Delivery Order 10	SubCLIN 0004AB Delivery Order 11	SubCLIN 0004AB Delivery Order 12	SubCLIN 0004AB Delivery Order 13	SubCLIN 0004AB Delivery Order 14	SubCLIN 0004AB Delivery Order 15	Total (All Delivery Orders) Award Fee Earned
	Period Dates	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Earned
1 st	Contract Award – Jun 04								\$0
2 nd	Jul 04 – Dec 04								(b)(4)
3 rd	Jan 05 – Jun 05								
4 th	Jul 05 – Dec 05								
5 th	Jan 06 – Jun 06	(b)(4)	(b)(4)	(b)(4)					
6 th	Jul 06 – Dec 06					(b)(4)			
7 th	Jan 07 – Jun 07				\$TBD		(b)(4)	(b)(4)	\$TBD
8 th	Jul 07 – Nov 07				\$TBD				\$TBD
9 th	Dec 07 – May 08	\$TBD	\$TBD		\$TBD		\$TBD	\$TBD	\$TBD
10 th	Jun 08 – Nov 08	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
11 th	Dec 08 – May 09	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
12 th	Jun 09 – Nov 09	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
13 th	Dec 09 – May 10	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
14 th	Jun 10 – Nov 10	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
15 th	Dec 10 – May 11	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
16 th	Jun 11 – Nov 11	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
17 th	Dec 11 – May 12	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
18 th	Jun 12 – Nov 12	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
19 th	Dec 12 – May 13	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
20 th	Jun 13 – Nov 13	\$TBD	\$TBD		\$TBD	\$TBD	\$TBD	\$TBD	\$TBD
Total		(b)(4)	(b)(4)	(b)(4)	\$TBD	(b)(4)	(b)(4)	(b)(4)	(b)(4)

Table 4, SubCLIN 0004AB Performance Milestones

SubClin 0004AB	Period/Dates	Performance Milestone	IMP Reference
Delivery Order XX		See Individual Delivery Orders	

For SubCLIN 0004AB, the Government reserves the right to allocate up to 75% of the SubCLIN 0004AB Award Fee for a "successful flight" Performance Milestone under Integration and Presentation Delivery Orders. This milestone and award fee are independent of any mission success fee pool established.

For a scheduled performance milestone to be considered complete for award fee purposes the Government must agree that the milestone is closed or that plans are in place for imminent closure. The impact of uncompleted milestones will be included as part of the award fee assessment.

3. Mission Success Event Dates and Pools

Changes affecting the Mission Success Fee Dates and Pools will be by mutual agreement of the parties.

Table 5, SubCLIN 0004AA Mission Success Fee Data and Pools

Completion Date	SubCLIN 0004AA	Reference	Event Description	Amount Available	Amount Earned
		DO XX	XX Launch	\$	\$

Table 6, SubCLIN 0004AB Mission Success Fee Data and Pools

Completion Date	SubCLIN 0004AB	Reference	Event Description	Amount Available	Amount Earned
(See DO 01)		DO 01	FT04-4A Launch	(b)(4)	\$TBD
(See DO 01)		DO 01	FT04-4B Launch		\$TBD
(See DO 03)		DO 03	AVE Launch		(b)(4)
(See DO 7)		DO 07	FTT 06-1		\$TBD
(See DO 7)		DO 07	FTT 06-2		\$TBD

Section C - Descriptions and Specifications

SECTION C
SCOPE OF WORK

The Contractor shall perform the work specified in the Statement of Work, Attachment 1.

Section D - Packaging and Marking

SECTION D**D-1 PACKAGING AND MARKING OF TECHNICAL DATA**

All Unclassified 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 National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

D-2 HARDWARE, SOFTWARE, GOVERNMENT PROPERTY AND END ITEMS

The Contractor shall utilize best commercial practices for preservation, packaging, marking and labeling or as directed in the Delivery Order. Packaging and marking of hazardous material shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods Code.

D-3 TECHNICAL REPORTS AND OTHER DELIVERABLES

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

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

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

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

CONTRACT NUMBER
NAME OF CONTRACTOR
CONTRACT EXPIRATION DATE
AND TOTAL DOLLAR VALUE
CONTRACTOR'S PROJECT
DIRECTOR AND PHONE NUMBER
SHORT TITLE OF CONTRACT WORK
GOVERNMENT SPONSOR

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

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

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

Section E - Inspection and Acceptance

SECTION E

CLAUSES INCORPORATED BY REFERENCE

52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

E-1 INSPECTION AND ACCEPTANCE

Item(s) 0001, 0004, 0008, and if, to the extent the options are exercised, Item(s) 0101, 0104, 0201, 0204, 0301, 0304, 0108, 0208 and 0308 - Inspection and Acceptance shall be made by MDA/TC or a designated representative of the Government unless otherwise stated in the Delivery Order.

Inspection and Acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423 (See Exhibits A and B).

Section F - Deliveries or Performance

SECTION F

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

BASE PERIOD:

Item 0001 – The Contractor shall complete the work described in the Statement of Work beginning the effective date of the contract award through 48 months thereafter. For the Foreign Military Assest (FMAs) Flight Worthiness Assesment effort, the period of performance shall be from the effective date of Modification P00003 through 31 December 2004.

Item 0004 – The ordering period shall be from the effective date of the contract award through 48 months thereafter.

Items 0002 and 0005 and if and to the extent the options are exercised 0102, 0105, 0202, 0205, 0302, 0305 – All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

Item 0006 – The contractor shall complete the work set forth in the Statement of Work, Revision 4, dated 15 May 2006. – All data to be furnished under this item shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

Item 0008 – The Contractor shall complete the work described in the Statement of Work beginning the effective date of the contract award through 6 December 2007.

Item 0009 – All data to be furnished under this contract shall be delivered prepaid to the destinations(a) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

OPTION PERIOD I:

Item 0101 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0104 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

Item 0108 – If, and to the extent, the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0109 – All data to be furnished under this contract shall be delivered prepaid to the destinations(a) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

OPTION PERIOD II:

Item 0201 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0204 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

Item 0208 – If, and to the extent, the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0209 – All data to be furnished under this contract shall be delivered prepaid to the destinations(a) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

OPTION PERIOD III:

Item 0301 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0304 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

Item 0308 – If, and to the extent, the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0309 – All data to be furnished under this contract shall be delivered prepaid to the destinations(a) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

F-2 MILESTONE EVENTS AND PERFORMANCE PERIOD (CLIN 0001 and if and to the extent options are exercised, CLINs 0101, 0201, and 0301)

The Contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements. Time associated with closing any action items as a result of these events is not included.

Milestone Event	Months after contract award
Foreign Military Assets (FMAs) Flight Worthiness Assessment	(b)(4)
Cycle I Target Set Complete	(b)(4)

(b)(4)

(b)(4)

Cycle II Target Set Complete

(b)(4)

(b)(4)

Cycle III Target Set Complete

(b)(4)

(b)(4)

Cycle IV Target Set

(b)(4)

(b)(4)

OPTION I

(b)(4)

(b)(4)

Cycle V Target Set

(b)(4)

(b)(4)

Cycle VI Target Set

(b)(4)

(b)(4)

OPTION II

(b)(4)

(b)

Cycle VII Target Set

(b)(4)

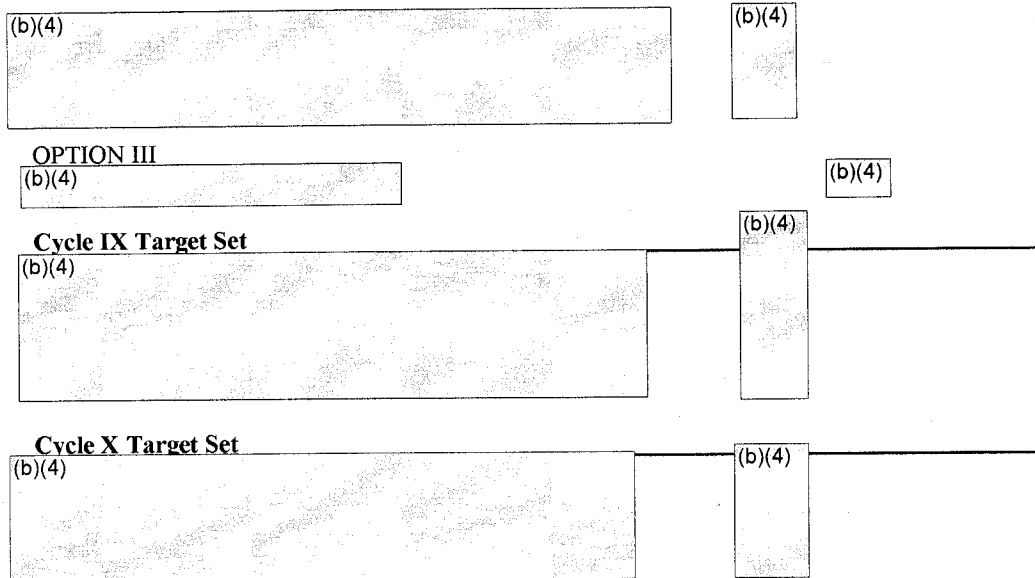
(b)(4)

(b)(4)

Cycle VIII Target Set

(b)(4)

(b)(4)



F-3 SYSTEM ENGINEERING MILESTONE DEFINITIONS

1. *System Requirements I Heading Check*: An informal technical interchange between the Contractor and the Government during Cycle I, summarizing the Contractor's analysis to date of the requirements provided during the Target System Requirements Overview and progress toward SRR I.
2. *System Requirements Review*: A review and technical interchange from the Contractor to the Government reviewing the detailed breakdown and analysis of the requirements provided in the Target System Requirements Overview.
3. *Functional Allocation and Interface Definition*: A review and technical interchange from the Contractor to the Government regarding functional decomposition of overall future target system requirements, any required standard interfaces between "building blocks," and potential allocation to "building block" product lines.
4. *Product Line Solutions Review/Target Set Definition*: A proposed set of building block solutions from the Contractor to the Government for consideration into a product line investment strategy. The product lines are assemblies that will remain in inventory with the contractor until their use for a specific target is required. The Target Set definition is the range of target systems that may be created from the building blocks. The Product Line Solutions/Target Set Definition will be presented to the Government, and an investment decision will be made by the Government.
5. *Product Line New Design PDR*: Preliminary Design Review for all new designs that have received approval from the Government investment at the Product Line Solutions Review. The PDR will have government-approved entrance and exit criteria, will discuss design trades and design risks, and will use MIL-STD-1521B for guidance.
6. *Product Line New Design CDR*: Critical Design Review for all new designs that have received approval from the Government investment at the Product Line Solutions Review. The CDR will have government-approved entrance and exit criteria, will discuss design trades and design risks, and will use MIL-STD-1521B for guidance.

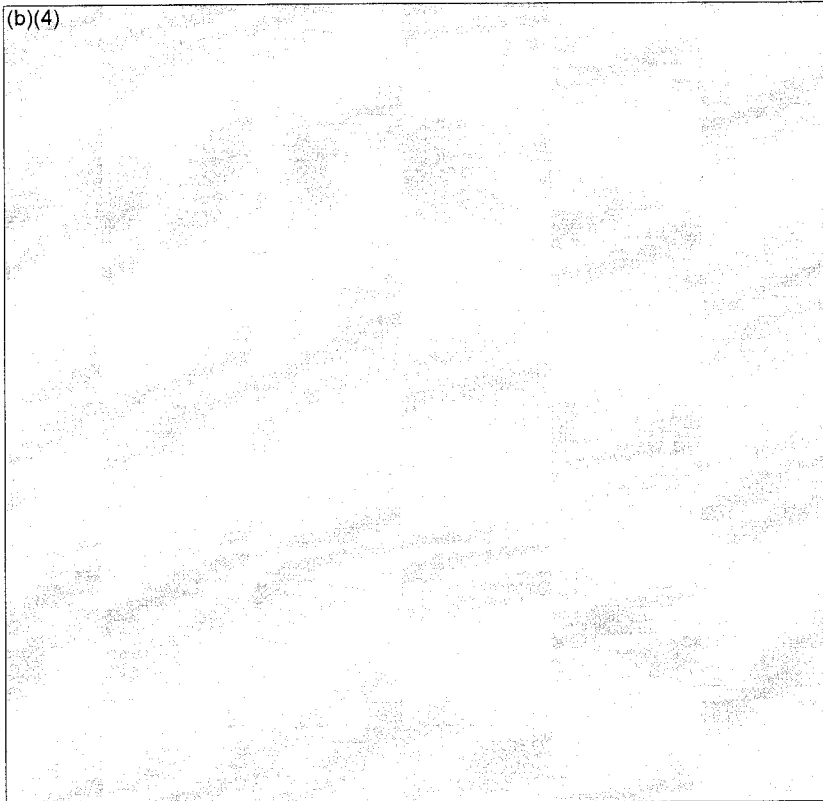
Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b)(4)



(b)(4)



CLAUSES INCORPORATED BY REFERENCE

MDA G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (MAY 2005) AND ACCEPTANCE (WAWF-RA) JUN 2005

SECTION G

G-01 CONTRACTING OFFICER AUTHORIZATION

The Contracting Officer (CO) is the only individual authorized to direct and/or redirect the effort or in any way modify any of the terms or conditions of this contract, other than those instances specifically delegated to an Administrative Contracting Officer (ACO) or Termination Contracting Officer (TCO) by a contract clause of this contract or in writing by the Contracting Officer, also known as the Procuring Contracting Officer (PCO). For purposes of this contract, the CO is the individual located at the issuing office. Any changes made by the contractor WITHOUT CO authority will be made at the contractor's own expense.

G-02 IDENTIFICATION OF CORRESPONDENCE

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

G-03 PATENT INFORMATION

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

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

G-04 SUBMISSION OF INVOICES AND VOUCHERS FOR (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR OR FIXED PRICE INCENTIVE)

Public vouchers, together with any necessary supporting documentation, shall be submitted in quadruplicate to the cognizant Defense Contract Audit Agency (DCAA) Office for review and provisional approval, prior to payment by the cognizant Defense Finance and Accounting Office.

Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment invoices 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 invoice.

A copy of each voucher, together with any necessary supporting documentation, shall also be submitted electronically to the PCO and MDA/TC at the issuing office specified in Block 5 and the administering office specified in Block 6 of Standard Form 26 concurrently with submission to the DCAA.

In addition to the requirements of the Prompt Payment Clause the contractor shall identify on each public voucher: (1) The CLIN and SUBCLIN, if applicable and (2) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e. g. "ACRN: AA."

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 invoices 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.

The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Final vouchers will be submitted to the ACO and DCAA.

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 public vouchers for the affected contracts to DCAA.

The contractor shall invoice the award fee separately in accordance with Attachment 4, Award Fee and Mission Success Determination Plan. **THE CONTRACTOR IS NOT AUTHORIZED TO INVOICE AGAINST CLIN 0003 OR OPTION CLINS 0103, 0203, 0303 IF AND TO THE EXTENT OPTIONS ARE EXERCISED. NO PAYMENTS SHALL BE MADE AGAINST CLIN 0003.**

G-05 CONTRACTING ACTIVITY REPRESENTATIVE

CONTRACTUAL MATTERS

PCO NAME:
ORGANIZATIONAL CODE:
TELEPHONE NUMBER:
EMAIL:

(b)(6)

G-06 CONTRACTING OFFICER'S REPRESENTATIVE (COR) & Alternative COR (ACOR)

COR NAME:
ORGANIZATIONAL CODE:
TELEPHONE NUMBER:
EMAIL:

(b)(6)

ACOR NAME:
ORGANIZATIONAL CODE:
TELEPHONE NUMBER:
EMAIL:

(b)(6)

G-07 SUBMISSION OF INVOICES (FIXED PRICE)

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

The contractor shall submit original invoices with 3 copies to the address identified in the solicitation/contract award form (SF26 Block 10), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13).

The use of copies of the Material Inspection and Receiving Report (MIRR) DD Form 250, as an invoice is encouraged.

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

The contractor shall prepare:

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

If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-8
G-08 ALLOTMENT OF FUNDS

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

CLIN 0001	FROM	BY	TO
Estimated Cost	(b)(4)	\$0.00	(b)(4)
Award Fee		\$0.00	
Total Estimated Cost & Award Fee		\$0.00	
Estimated funds exhaustion date:	30 Sep 07		

CLIN 0006	FROM	BY	TO
Estimated Cost	(b)(4)	\$0.00	(b)(4)
Award Fee		\$0.00	
Total Estimated Cost & Award Fee		\$0.00	

The total amount of funds presently allotted to this contract **BUT NOT AVAILABLE FOR PAYMENT** is as follows:

CLIN 0003	FROM	BY	TO
Funds obligated on CLIN 000301 ACRN AA		\$0.00	\$0.00
CLIN 000302 ACRN AC		\$0.00	\$0.00
CLIN 000303 ACRN AC		\$0.00	\$0.00
CLIN 000304 ACRN AE		\$0.00	\$0.00
CLIN 000305 ACRN AG		\$0.00	\$0.00
CLIN 000306 ACRN AH		\$0.00	\$0.00
CLIN 000307 ACRN AL		\$0.00	\$0.00
CLIN 000308 ACRN AN		\$0.00	\$0.00
CLIN 000309 ACRN AP		\$0.00	\$0.00
CLIN 000310 ACRN AT		\$0.00	\$0.00
CLIN 000311 ACRN AV		\$0.00	\$0.00
Total CLIN 0003 funding		\$0.00	\$0.00

CLIN 0007	FROM	BY	TO
Funds obligated on CLIN 000701 ACRN AQ	(b)(4)	(b)(4)	(b)(4)
Total CLIN 0007 funding			

The total amount of funds presently allotted for CLIN 0001, 0003, 0006, and 0007 are as follows:

Total Funding FROM BY TO

\$212,494,779.00

\$0.00

\$212,494,779.00

G-9

G-09 ALT I PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by provisions G-4, G-7 and Attachment 4, Award Fee and Mission Success Determination Plan. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001:

CLIN 0001	FROM	BY	TO
Funds obligated on CLIN 000103 ACRN AA	(b)(4)	\$0.00	(b)(4)
CLIN 000104 ACRN AB		\$0.00	
CLIN 000105 ACRN AB		\$0.00	
CLIN 000106 ACRN AC		\$0.00	
CLIN 000107 ACRN AD		\$0.00	
CLIN 000108 ACRN AF		\$0.00	
CLIN 000109 ACRN AJ		\$0.00	
CLIN 000110 ACRN AK		\$0.00	
CLIN 000111 ACRN AM		\$0.00	
CLIN 000112 ACRN AJ		\$0.00	
CLIN 000113 ACRN AK		\$0.00	
CLIN 000114 ACRN AK		\$0.00	
CLIN 000115 ACRN AS		\$0.00	
CLIN 000116 ACRN AU		\$0.00	
CLIN 000117 ACRN AE		\$0.00	
CLIN 000118 ACRN AG		\$0.00	
CLIN 000119 ACRN AH		\$0.00	
CLIN 000120 ACRN AN		\$0.00	
CLIN 000121 ACRN AP		\$0.00	
CLIN 000122 ACRN AT		\$0.00	
CLIN 000123 ACRN AL		\$0.00	
CLIN 000124 ACRN AW		\$0.00	
CLIN 000125 ACRN AX		\$0.00	
Total CLIN funding		\$0.00	

CLIN 0004 ACRNs and funding amounts are provided on each Delivery Order.

The following ACRNs and funding amounts apply to CLIN 0006:

CLIN 0006	FROM	BY	TO
Funds obligated on CLIN 000601 ACRN AR	(b)(4)	\$0.00	(b)(4)
Total CLIN 0006 funding		\$0.00	

All other terms and conditions of this contract remain unchanged and in full force and effect.

G-10 GOVT SUPPLY SOURCES

G-10 AUTHORIZATION TO PURCHASE FROM GOVERNMENT SUPPLY SOURCES

LMSSC is hereby authorized to use Government sources in performing work under this contract for all associated Delivery Orders as follows:

A. This authorization applies to all Purchase Orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules.

B. When placing Orders, in accordance with the terms and conditions of the above schedules and this authorization, insert the following statement in the Order placed:

“This Order is placed under written authorization from the Missile Defense Agency (MDA) dated 01 September 2009. In the event of any inconsistency between the terms and conditions of this Order and those of the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contract, the latter will govern.”

C. For requisitioning from the General Services Administration (GSA) or the Department of Defense (DoD) Place Orders in accordance with this authorization and, as appropriate, the following information on guidance is provide:

- a. Federal Standard Requisitioning and Issue Procedures (FEDSTRIP) (GSA FEDSTRIP Operating Guide: FPMR 101-26.2 (41 CFR 101-26.2)). Copies are available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402; telephone (202) 512-1800; facsimile (202) 512-2250.
- b. Military Standard Requisitioning and Issue Procedures (MILSTRIP) (DoD 4000.25-1-M). Copies are available from the Defense Logistics Agency, Administrative Support Center East, Attn: ASCE-WS, 14 Dedication Drive, Suite 3, POD 43, New Cumberland, PA 17070-5011; telephone 1-888-DLA-PUBS (352-7827) or (717) 770-6034; facsimile (717) 770-4817.

This authority is not transferable or assignable. The DoD Activity Address Directory (DoDAAD) (DoD 4000.25-6-M) Activity Address Code to which this authorization applies is HQ0147. This authorization expires upon completion of Contract HQ0006-04-D-0006.

Section H – Special Contract Requirements

PAGES 70 TO 73

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

H-24 PROVISIONAL AWARD FEE PAY

H-24 Provisional Award Fee Payments

Provisional award fee payments are authorized, on a monthly basis, for all delivery orders in accordance with DFAR 216.405-2 subject to the following limitations:

- (1) For the initial award fee evaluation period on each new delivery order, provisional payments are limited to 50 percent of the award fee available for that period.
- (2) For subsequent award fee evaluation periods, provisional payments are limited to 65% of the available award fee pool.
- (3) If provisional payments exceed the payment determined by the evaluation score for the applicable period, the Contractor shall repay the Government, with interest in accordance with FAR 52.232-17, "Interest." For purposes of FAR 52.232-17, the due date shall be the date of overpayment. The Contractor is required to make prompt payment, 30 days or less from the date that the Contractor is notified of the FDO's determination. Failure to make such repayment shall require action under FAR 32.606.
- (4) Provisional payments may be discontinued, or reduced in such amounts deemed appropriate unilaterally by the contracting officer, when the contracting officer determines that the contractor will not achieve a level of performance commensurate with the provisional payment. The contracting officer shall notify the contractor in writing of any discontinuance or reduction in provisional award fee payments.

H-25 DO PROPOSAL PREP INSTR

H-25 DELIVERY ORDER PROPOSAL PREPARATION INSTRUCTIONS (22 JAN 09)

The procedures in this clause and the delivery order proposal preparation instructions shall apply to proposed new delivery orders issued under the basic contract. The Government will request proposals as necessary and anticipates the incurrence of proposal preparation costs as a result of a Contracting Officer's request for proposal.

Delivery order proposal submissions shall be prepared in accordance with the delivery order proposal preparation instructions, and proposal preparation costs must be separately identified in the proposal. Proposal preparation costs will be negotiated and awarded with the resultant delivery order.

In the event that a requirement is cancelled after the issuance of a request for proposal, including ECPs, the Government will reimburse the contractor the negotiated proposal preparation costs.

H-26 DO INDIVIDUAL INSTR

H-26 DELIVERY ORDER PROPOSAL PREPARATION INSTRUCTIONS (January 2009)

Note: Instructions contained in this clause are not intended to negate any requirements of Table 15-2 in FAR 15.4 or its supplements.

1. General:

- a. Submit the proposal in the following format:

The proposal binder shall include numbered sections as follows:

Section 1 - Technical Information -- Technical approach as outlined in paragraph 2 of this document to include separate pages identifying additional information such as: assumptions, GFX list, and/or terms and conditions specific to the delivery order.

Section 2 - Cost or Pricing Information -- Cost or Pricing data as outlined in paragraph 3 of this document

[Note: A Certificate of Cost or Pricing Data, in the format specified in Federal Acquisition Regulation (FAR) 15.406-2 may be required upon completion of negotiations.]

- b. Full proposals to be provided to the POC at the address identified in the Request for Proposal letter and as shown below. Electronic copies shall be submitted on a compact disc as PC compatible with Windows 2000 Office suite in Microsoft Word and/or Excel or PowerPoint. The Table 1 Cost Element Summaries shall be submitted in Microsoft Excel format and be functional and contain all formulas used in developing the proposal. All fields in the Table 1 Cost Element Summaries are not to be locked or password protected and must be manipulable by the government. Subcontractor's proposals that exceed the threshold for cost or pricing date shall be due no later than the date established for receipt of the prime's proposal, if available and if not available contractor shall provide the Basis of Estimate (BOE) that supports the subcontractor's proposed contract costs so that an evaluation can be performed. Subcontractor's proposals shall reference the prime's proposal number. Please mark all CDs "unclassified".

Prime Proposal Distribution

Distribution	MDA/DACT	MDA/TC	DCMA-Denver	Cognizant DCAA
Prime (unsanitized) including Teammate Proposals (unsanitized) and Subcontractor Proposals (sanitized)	2 hard copies + 2 CDs		1 hard Copy + 1 CD	1 hard Copy + 1 CD
Prime (sanitized) including Teammate Proposals (sanitized) and Subcontractor Proposals (sanitized)	1 CD	1 hard copy + 1 CD		
Totals	4	2	2	2

Note: Unsanitized proposal includes proprietary direct labor rates and indirect rates. Sanitized proposal excludes proprietary rate information. Sanitized cost volume shall include direct cost in summary by direct labor hours and associated fully-burdened cost, and other direct costs with applicable burden by cost element by CFY which precludes ability to calculate rates.

Subcontractor Submittals:

Distribution	MDA/DACT	MDA/TC	DCMA-Denver	Cognizant DCAA
Subcontractor Proposals (unsanitized) submitted directly by subcontractor	1 hard copy + 1 CD	0	1 hard copy + 1 CD	1 hard copy + 1 CD
Total	2	0	1	2

2. Technical Information:

- a. Executive Summary – The summary shall identify all proposed team members/subcontractors and include the name of the person with the authority to contractually bind the prime contractor during the negotiation process.
- b. Describe the approach and timeline for completing the DO requirements, addressing the general areas listed below, as applicable to the specific delivery order. If data is currently included in the IMP, simply refer to that specific section.

Presentation Approach:

THE CONTRACTOR shall describe the innovative aspects, including commonality and flexibility, of the proposed target system and presentation solution, and how these relate to the Flexible Target Family (FTF) when applicable the contractor shall identify long lead items and time lines for acquisition.

Technical Solution:

Provide the overall technical design concept. Address the mechanical and electrical description of the major subsystems and components, to include hardware and software. Identify the use of Commercial Off-the-Shelf (COTS) or proven Government components and their heritage. Address performance in terms of trajectory, lift, and accuracy.

Facilities and Fabrication:

Identify the specific fabrication processes, facilities and equipment you will use to fabricate the proposed target system, components, and support equipment for this mission. Identify whether THE CONTRACTOR or which teammate/subcontractor is responsible for proposed processes, facilities and equipment.

Verification and Testing:

Describe how all technical requirements will be verified. Describe how the test plan and procedures for this DO relate to the Master Program Test Plan. Describe how it relates to the test methodology described in the Program IMP. Describe how the test equipment or software needed to accomplish the proposed this test plan will be built or acquired.

Risk Assessment:

Identify and categorize the risks associated with the technical solution and how they will be mitigated.

Attachments:

THE CONTRACTOR shall provide a DO specific Work Breakdown Structure and Dictionary, an update to the IMP (if required), an IMS, and a list of Key Personnel who will be assigned to the delivery order. The IMP update and IMS should address only areas that reflect the specific Delivery Order requirements.

3. Cost Information:

MDA will provide the CLIN structure of the intended contractual instrument, including options if any, in the Request for Proposal letter.

The cost proposal shall reflect the estimated costs and price to perform the effort described in the RFP in accordance with the instructions below. If the Contracting Officer has issued amended instructions as part of the RFP prior to the due date of the proposal, the contractor shall tailor the proposal to incorporate the

instructions provided in the amendment and/or may propose a new proposal delivery date to accommodate the changes.

- a. Certified cost or pricing data is required from the contractor, teammates, and any subcontractors meeting the criteria in FAR 15.404-3. In lieu of cost or pricing data, the contractor may submit a request for exception from the requirement to submit cost or pricing data, but only to the extent that this request can be justified as provided in FAR 15.403-1(b).
- b. The Prime Contractor, teammates, and all proposed subcontracts with a value of \$650,000 or more shall comply with applicable cost supporting data requirements in Federal Acquisition Regulation Part 15, Table 15-2, Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data are Required.
- c. If Cost and Pricing Data is required, then the Prime Contractor, teammates, and all subcontractors with a value of \$650,000 or more shall submit detailed cost element summaries by Contractor Fiscal Year (CFY) by total effort and contractor division/site. Each summary shall follow the "Table 1" format and include cost breakdowns according to the contractor's cost structure for each major cost element: direct labor hour, direct labor rates, direct labor cost by labor category, indirect labor rates and costs, material, subcontracts, other direct costs, all other indirect rates and costs, and fixed/award fee. For each indirect rate, show the applicable indirect rate, base cost and describe what cost elements comprise the base. The information should be sufficiently detailed to show application of all direct and indirect rates, including formulas.
- d. Submit "Table 1" cost element summaries time-phased by calendar year for the total proposed effort and each contractor division at the following levels:
 - Total Summary Amount
 - CLIN (Table 1 Format)
 - CWBS Level 3 (Contractor's Pricing System Format)
- e. Monthly Expenditure Profile. Provide anticipated monthly cost expenditures by CLIN and at the total contract level with subtotals by Government Fiscal Year (GFY) at the following levels:
 - CLIN
 - CWBS Level 3
- f. Basis of Estimates (BOEs). Prime and subcontractor labor hour BOEs shall be time-phased by month and shall be matrixed to the CLIN where the hours are being proposed. Include a direct labor hour summary that shows proposed direct labor hours by labor category by CFY for each CWBS by CLIN. Level of reporting for BOEs is level 3.
- g. The priced Bill of Materials (BOM) shall be presented in a cumulative and descending price order by part number. All supporting data must be adequately cross-referenced to the cost element summaries and proposed WBS.
- h. Utilize Table 2 and supporting data to document differences between subcontractor proposed amounts and the amounts included in the higher-tier proposal. The prime contractor and major subcontractors shall provide traceability from each subcontractor proposal to the next higher tier proposal. Lower tier subcontractor proposals will clearly indicate the next higher subcontractor.
- i. The prime contractor shall include a schedule of all completed cost/price analyses of major subcontractors (>\$650,000) and provide a copy of the completed cost/price analysis with subcontractor data. If no cost or price analysis has been completed, provide a schedule of all major subcontractor cost/price analyses in process and date of anticipated completion

- j. Each subcontract proposal less than \$650,000 shall be supported by a description of the effort, the basis for pricing (e.g. quote, P.O. history), and a detailed basis of estimate. If cost estimating factors are used, provide the basis.
- k. If proposed direct labor rates and indirect rates are covered by a Forward Pricing Rate Agreement (FPRA), provide supporting data such as title of the agreement, date of the agreement, expiration date, coverage, and limitations.
- l. Provide a breakout of proposed Other Direct Costs (ODC's) by CFY. Separately identify costs for travel, facility or equipment costs, and miscellaneous ODC required to perform the basic effort and each option. Provide a brief basis of estimate for each category of ODC over \$100,000. Provide a breakout of travel costs including the purpose and number of trips, origin and destination(s), duration, and travelers per trip. Substantiate any cost estimating relationships (CER's) used to derive proposed costs.
- m. Proposals submitted that include contractor's assembly or fabrication hours for multiple builds, must be supported by improvement curve data. As a minimum, include information that identifies the starting point (T_1 value), proposed unit value, quantities produced before the proposed unit, unit or lot midpoint plots, slope of the curve, and rationale for the estimate.
- n. Provide information on proposed spare parts and any additional hardware quantities required by the contractor in performing the work. Identify, by CWBS, spares and test quantities included in the proposal. For spares, list the nomenclature, the next higher assembly or end item, quantity included, and how quantities were determined (e.g., reliability estimates, predictions). Identify where the spares will be delivered during contract performance. For test quantities, provide similar information and whether or not the item is consumed as part of the test.
- o. To the extent that the contractor has incurred actual costs, the contractor shall present actual costs incurred and indicate the cut-off date for these costs. The contractor must identify whether the identified actual costs have also been included within other portions of the cost proposal. Actual costs shall be presented by CLIN and by CWBS at the same cost element levels proposed in Table 15-2. Proposal preparation cost shall be shown separately.

**TABLE 1
COST ELEMENT SUMMARY [SAMPLE]**

Cost Element	Beginning CFY*			Ending CFY*			Total Proposed Amount
	Base	Rate	Amount	Base	Rate	Amount	
Direct Labor (list each direct labor category separately.)							
Total Direct Labor							
Total Labor Indirect Costs							
Subcontracts, ITWA, Consultants (list separately)							
Material							
Material Indirect Costs							
Travel							
ODCs							
G&A							
Subtotal Costs							
Cost of Money (See DD Form 1861)							
Fee							
Total Cost & Fee							
NMGRT (if applicable)							
Total Price							

* CFY = Contractor's Fiscal Year. Submit a cost element summary for each year of performance

**TABLE 2
SUBCONTRACT/INTERORGANIZATIONAL TRANSFERS & CONSULTANTS
PRICE SUMMARY**

Subcontractor Name	Subcontract Tasks**	Subcontract Type	Subcontract Quoted Price	Subcontractor Cost Proposed by Prime	Reason For Difference
Totals					

**Identify Statement of Work or Work Breakdown Structure or provide a narrative explanation as an addendum.

H-11

H-11 DEFINITION OF UNUSUALLY HAZARDOUS RISKS

1. DEFINITIONS OF UNUSUALLY HAZARDOUS RISK

For the purpose of clause DFARS 252.235-7000, entitled "Indemnification Under 10 U.S.C. 2354 – Fixed Price (DEC 1991)," (Applicable only to SubCLIN 0004AA and, if and to the extent exercised, SubCLINs 0104AA, 0204AA, and 0304AA) and DFARS 252.235-7001 entitled "Indemnification Under 10 U.S.C. 2354 – Cost Reimbursement (DEC 1991)" (Applicable only to SubCLIN 0004AB, the storage and surveillance of Government furnished GEM 40 motors, and, if and to the extent exercised, SubCLINs 0104AB, 0204AB, and 0304AB), it is agreed that risks arising out of or resulting from:

- (a.) The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during preparation, mixing, storage, or loading;
- (b.) The burning, explosion, or detonation of liquid fueled rocket engines or solid fueled rocket motors during preparation, casting, curing, storing, testing, transporting, launch preparation, or launch;
- (c.) The burning, explosion or detonation of launch vehicles or their components during test, transporting, launch preparation, or launch;
- (d.) The toxic or other unusually hazardous properties of propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products;
- (e.) The flight or surface impact of launch vehicles or components or fragments thereof;

are "unusually hazardous risks" to the extent such risks arise out of performance of this contract.

Applicability. In addition to indemnification of the Contractor, the flowdown of indemnification to the following subcontractor(s) is approved:

(b)(4)



H-17 GFX (MAY 2010)

The Missile Defense Agency Targets and Countermeasures (MDA/TC) Directorate will provide available Government Furnished Property/Equipment (GFX) as bi-laterally appended to this contract. Management and maintenance of Government Furnished Property by the Prime Contractor shall be consistent with Federal Acquisition Regulation (FAR) 52.245-1, Government Property. The Prime Contractor shall maintain a Master GFX Inventory List (MGIL) for all GFX requirements against this contract regardless of Delivery Order or Contract Line Item Number's (CLIN's) utilization. GFX, regardless of which Delivery Order the item, material, or service is appended to in this contract, may be utilized in the service of all Delivery Orders or Contract Line Items (CLINs) in this contract. GFX may be transferred between Delivery Orders or CLINs across the contract without formal modification to the contract as long as there is no impact to MDA/TC missions, it is within the cost and schedule baseline of affected Delivery Orders and is not causable action for an equitable adjustment. Such transfers require adjustment to the Prime Contractor's MGIL identifying which Delivery Order the equipment was originally

required against and the new Delivery Order under which the GFX is being transferred. The Contractor's MGIL shall be delivered to the Contracting Officer and the MDA/TC Property Manager on a quarterly basis.

Transfers of GFX assets that are excess to the requirements of one Delivery Order may be retained under Delivery Order 23 with the approval of MDA/TCL. As Delivery Orders are closed, GFX will be transferred to Delivery Order 23 or removed from the MGIL and transferred back to the U.S. Government. The Missile Defense Agency Targets and Countermeasures will provide, upon expiration of need or contract/Delivery Order closeout, final disposition instructions for GFX. The MDA/TC prime contractor shall comply with disposition instructions within 45 days of expiration of need or contract closeout unless relieved by the FAR and Defense Federal Acquisition Regulations Supplement (DFARS).

When shipping to locations outside the Continental United States or as directed by the Contracting Officer, the Contractor shall use packaging materials and processes that comply with DoD instruction 4140-01-M-1, Wood Packaging Material, ISPM 15 guidelines, dated 7 September 2007. Packaging materials on existing Delivery Orders (DO) will be used through DO closeout or replacement on the Delivery Order, if directed by the Contracting Officer. In addition, packaging and shipment within the Continental United States will be consistent with approved Contractor shipping policies and procedures.

H-01 TREATY COMPLIANCE

It is the policy of the Defense Department and the Missile Defense Agency to comply fully with all applicable U.S. arms control treaties. However, this Agency is seeking to identify the best solutions available to meet the missile defense challenge. Accordingly, the contractor should not forego any technical, engineering, testing or programmatic solutions that might be useful in achieving effective missile defense because of considerations of treaty compliance. Compliance with U.S. arms control treaties is a responsibility of the Government. The Government will determine whether any treaty does, in fact, constrain a particular solution and, if so, whether to seek treaty relief in order to take advantage of such solution. Under no circumstances will the Government direct a contractor to take any action that would violate a US treaty obligation.

H-02 TRAVEL

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary for performance of the services under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable and allowable:

- a. Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;
- b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be

required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50 mile driving radius of the contractor's home facility.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

Any travel or associated travel costs appearing to be unreasonable, or reflective of an unfavorable trend may be challenged by the Contracting Officer. Accordingly, the Contractor may be required to submit additional information or cost-effectiveness analysis in accordance with contract clauses 52.242-1, Notice of Intent to Disallow Cost and FAR 52.216-7, Allowable Cost and Payment.

H-03 INSURANCE

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

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

H-04 RELEASE OF INFORMATION

PUBLIC RELEASE OF INFORMATION

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

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

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

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

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

MDA/DC
7100 Defense Pentagon
Washington, DC 20301-7100

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

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

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

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

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

j. Outlines or rough drafts will not be cleared.

H-05 OCI

ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

(1) the Contractor does not find itself in a conflicting role that will bias its judgement because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources;

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

b. Scope: The restrictions described herein and in Attachment 9 Targets and Countermeasures Organizational Conflict of Interest Risk Mitigation Plan shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

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

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

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

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Section J, Attachment 9) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This

disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

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

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

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

H-06 BMD INTERFACE

ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

a. It is anticipated that, during the performance of this contract, the Contractor will be required to interface with other BMD Contractors and other Government agencies. Appropriate organizational conflict of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.

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

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

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

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

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

H-07 VISIT AUTHORIZATION
MDA VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/ACC
Washington, DC 20301-7100
Telephone No.:(703) 697-8204 Facsimile No.:(703) 693-1526

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

H-09 CONTROL OF ACCESS
CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the PCO in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer (TASO)/Office Security Manager (OSM) takes timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

H-10 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract except for the property provided by the Government in accordance with Delivery Order 0015. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities,

acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of Contractor fee/profit.

H-12 GFP MDA TC PROGRAM

GOVERNMENT FURNISHED PROPERTY (GFP) FOR THE MISSILE DEFENSE AGENCY TARGETS AND COUNTERMEASURES PROGRAM

The United States Air Force (USAF) Space and Missile Commands' (SMC) Rocket Systems Launch Program (RSLP) will provide available Minuteman II (MMII) and Peacekeeper assets checked out and certified for flight, as GFP when requested by the MDA/TC prime contractor. The Consolidated Missile Re-use Assets for Targets (CMART) Program at Redstone Arsenal will provide available Pershing II component, Polaris A3 and FMA assets certified for flight, as GFP when requested by the MDA/TC prime contractor

H-15 ORDERING PROCEDURES

ORDERING PROCEDURES (Items 0004, 0008 and if, to the extent exercised, Items 0104, 0204, 0304, 0108, 0208 and 0308)

GENERAL:

a. Orders will be issued by a Government Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for the issuance of orders.

(1) The Contracting Officer will issue orders in accordance with the terms and conditions of the basic contract. Each order will specify as applicable the launch site, period of performance and include a Delivery Order Requirements Document (DORD), as applicable, that further refines the mission requirements as compared to the broader Technical Requirements Document of the basic contract.

b. The Contractor is not authorized to commence performance prior to execution of the order by the Contracting Officer.

c. Orders may be issued and/or modified orally by the Contracting Officer in emergency circumstances; oral modifications/orders shall be confirmed by issuance of a written order and/or Modification within five working days from the time of the oral communication.

d. The minimum dollar value ordered under the basic period of performance of Item 0004 and 0008 is (b)(4) and the maximum is (b)(4). The minimum dollar value for each option period (Items 0104, 0204, 0304, 0108, 0208 and 0308) if exercised, is (b)(4) and the maximum dollar value is (b)(4).

SPECIAL: Applicable to CLIN 0008 AND IF, TO THE EXTENT EXERCISED, CLINs 0108, 0208 AND 0308.

a. This provision is established to define a streamlined proposal approach for issuing Task Orders. All other terms and conditions of the contract remain applicable. The Government may order up to the maximum Direct Labor Hours (DLHs) specified in the Schedule. For purposes of this contract, the term "Task Order/Delivery Order" is synonymous and interchangeable with the word "order" as used in Section I clauses FAR 52.216-18, 52.216-19 and 52.216-22.

b. Ordering. The Contracting Officer will issue Task Orders in written form. Normally, prior to issuing a Task Order, the Contracting Officer will issue a request for proposal, and the Contractor shall provide a streamlined proposal for accomplishing the work.

- (1) Streamlined Proposal. The Contractor shall submit a streamlined proposal that includes:
 - (a) A brief description of the method and approach to accomplish the Task Order;
 - (b) A summary of milestones over the period of performance;
 - (c) Estimated level of effort, in DLHs by labor category, required to perform the task and the period of performance. (DLHs to be delivered by the Contractor shall include all reimbursable labor hours worked regardless of source, prime or authorized subcontractor); and
 - (d) The Contractor's cost estimate, including all travel and other travel costs, to perform the Task Order.
- (2) Task Order Issuance. After receipt of a streamlined proposal, the Contracting Officer will provide either an executed Task Order, or advise the Contractor of changes required to the proposal. Once the Contractor and Contracting Officer have agreed on the contents of the proposal, the Contracting Officer will issue a Task Order, that includes the following:
 - (a) Contracting Officer's signature and date of order;
 - (b) Contract number, CLIN, and order number;
 - (c) Statement of Work or Description of the Task & Milestones to be performed;
 - (d) The estimated number of DLH by labor category, total labor hours, cost ceiling and award fee by evaluation period to be expended on the task;
 - (e) The period of performance for the task; and
 - (f) Deliverables including applicable CDRLs.
- c. Task Order Modifications. Task Orders normally will be modified using the standard procedures for issuing Task Orders.
- d. Performance. Subject to the contract terms and conditions, and unless otherwise directed by the Contracting Officer, the Contractor shall initiate performance on new Task Orders promptly upon receipt of a signed Task Order. Performance of work on new task orders prior to execution of an approved Task Order is not authorized and is at the Contractor's own risk.
- e. Cost and Labor Hour Limitation.
 - (1) The Contractor shall incur costs under this contract only in the performance of Task Orders and modifications to orders issued by the Contracting Officer. No other costs are authorized without the express written consent of the Contracting Officer.
 - (2) To allow the Contractor the flexibility to utilize the optimum labor mix in performing each LOE type Task Order, the Contractor may, without notice to the Government, increase or decrease the approved number of hours for any labor category unless otherwise stated in the Task Order. These adjustments are allowable only to the extent that the ceiling price for the Task Order is not exceeded

H-18 CDRL DELIVERABLES
CDRL DATA DELIVERABLES

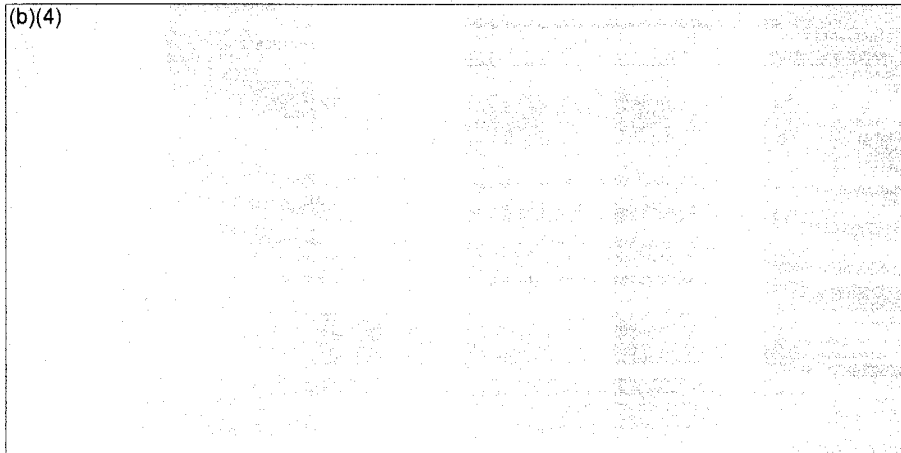
The Contractor shall not be required to provide a hard copy of data required by the CDRL distribution list since electronic delivery has been established unless specifically required by an issued Delivery Order. The Contractor shall be responsible for ensuring that quality control procedures are in place for validating accuracy of electronically transmitted data; and shall ensure that these data products are of sufficient quality that users can read the document both online and printed. If quality is an issue on a particular document, the contractor will deliver hard copies as required while efficiently and effectively correcting the quality issue.

H-08 KEY PERSONNEL
KEY PERSONNEL (DEC 2010)

- a. The Contractor agrees that during the first ninety (90) days of the contract performance period no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph b. below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.
- b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer. All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the is contract.
- c. Key personnel are defined as follows:
 - a. Program Manager
 - b. Chief Engineer
 - c. Financial Manager
 - d. Leads from all teammates/major subcontractors
 - e. Key heads for major organizational units (IPTs, Subsystems, Delivery Order Program Managers, etc.)
- d. The Offeror agrees to assign to the contract those persons whose resumes were submitted with his proposal as key personnel as defined in paragraph c. above.
- e. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.
- f. The contractor accepts a staffing goal that at least three-fourths of the key personnel will remain on the program full-time for the first two years after contract award. In the event the contractor does not achieve this goal, the Government may decrease the Award Fee pool (b)(4)
(b)(4)
 - (i) The assessed reduction will be allocated equally over the remaining award fee periods.
 - (ii) The Government, at its discretion, may decide not to assess a reduction or minimize the reduction assessed in the event that the contractor is able to fill the vacated position(s) with similarly qualified individuals, can demonstrate that it has taken all reasonable measures to retain or acquire key personnel, shows that the person(s) in question left the company or retired, shows that the matters were beyond its control (e.g. person called to active military duty) or for other reasons deemed appropriate by the Government. The contractor may present its reasons for key personnel turnover to the Government.

(iii) The Government will not assess a reduction if the Government is unable to obligate the contract funding profile for the two-year retention period.

g. The following are the key personnel positions subject to the requirements delineated within this clause:



H-13 DELAYS IN LAUNCH
DELAYS IN LAUNCH (DEC 2010)

- a. Target Ready Date (TRD):
Target Ready Date (TRD) shall be established/modified at the Delivery Order level. TRD is defined as the first day on which the mission can be launched and shall be the first day of a 90 day (or otherwise stated in the Delivery Order) Launch Window (LW) during which the Government can select the actual launch date. Target system is to be ready on the first day of the launch window.
- b. TRD Changes:
The Government may unilaterally modify the TRD during the course of the delivery order by Contracting Officer modification to the contract. The revised TRD will not occur earlier than 6 months from the executed contract modification. Costs associated with the change in TRD shall be negotiated.
- c. Best Estimated Test Date (BETD):
No later than 60 days before the TRD, the Government will either establish a Best Estimated Test Date (BETD) within the Launch Window or change the TRD, starting a new 90-day launch window. Should the Government fail to establish the BETD 60 days prior to the TRD, the TRD becomes the BETD.
- d. Grace period:
Once the BETD is established, the following 15 days shall be considered a grace period. During this period, the BETD may be modified by mutual agreement.
- e. Government-caused delays:
If the Government slips the BETD beyond the 15-day grace period, a new BETD with an additional 15-day grace period shall be established. Costs associated with the change in the BETD shall be negotiated.
- f. Contractor-caused Delays:
For Contractor-caused delays (excluding slips within the 15-day grace period) applicable consideration will be negotiated. A new BETD with an addition 15 day grace period shall be established by the Government.

- g. All payments and entitlements under this clause are subject to the availability of funds and the limitation of Cost/Funds and/or Limitation of Government's Obligation clauses contained in this contract.

H-14 GOVERNMENT RANGES
GOVERNMENT RANGES AND FACILITIES

The contractor shall use, where possible, the existing logistics and instrumentation support capabilities at Hill Airforce Base, Reagan Test Site, Wake Island, White Sands Missile Range, Fort Wingate, Vandenberg AFB, Pacific Missile Range Facility, Wallops Flight Facility, Kodiak, land masses near the Kwajalein Atoll, Poker Flats Research Range, Western Range and other ranges and integrate with air and sea launch platforms. The Contractor shall be responsible for obtaining any necessary coordination from the launch base or test range for the Target program activities taking place at the launch base or range. The Contractor shall obtain appropriate documentation and perform other necessary actions to secure access to Government-furnished property (GFP), equipment, facilities, etc and comply with any regulations applicable to the performance of work. Prior to use, the Government will approve facilities and services to be provided and made available to the contractor by the ranges, staging areas and facilities.

The Government will provide other standard range services necessary to support the contractor at National Ranges. These services at the range will be specified in the Range Statement of Capability and Program Support Plan. Specific government furnished facilities and government furnished property will be specified in each individual delivery order.

H-16 FAR 52.217-7 (MAR 1989)
FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantity and at the price stated in the Schedule. The options shall be exercised, if at all, by written or telegraphic notice signed by the Contracting Officer and sent within the option period specified as follows:

<u>ITEMS</u>	<u>EXERCISE ON OR BEFORE</u>
0101 through 0105	(b)(4)
0201 through 0205	
0301 through 0305	

H-19 CHANGES TO IMP
CHANGES TO THE INTEGRATED MANAGEMENT PLAN (IMP)

The IMP is a system-level, configuration-controlled item that is baselined at contract award, and includes Events, Accomplishments, Criteria and process Narratives. Any changes to the Events, Accomplishments, Criteria or Process Narratives are subject to the "changes" clause of this contract, and must be approved by the Contracting Officer prior to implementation. All changes to the IMP shall be evaluated by MDA/TC for possible cost and schedule impacts, process improvements, risk reduction and potential changes to technical requirements prior to submission to the Contracting Officer for approval.

IMP changes, which are approved by the Contracting Officer, take effect immediately and shall be incorporated into the contract within 30 days thereafter.

H-20 ACA RELATIONSHIPS
ASSOCIATE CONTRACTOR RELATIONSHIPS

- a. The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data technical knowledge, expertise, and/or resources essential to the integration of the Targets and Countermeasures program, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. The agreements shall hold the Government harmless from liability for the unauthorized disclosure by the contractor of associate contractor proprietary information.
- b. ACAs shall 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.
 6. Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- c. The cooperating contractors shall provide a copy of such agreement to the Contracting Officer for review before execution of the document.
- d. Nothing in the foregoing shall affect compliance with the requirements of SCR H-5 Organizational Conflict of Interest.
- e. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.
- f. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- g. All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

H-21 GFI
GOVERNMENT FURNISHED INFORMATION

No Government Furnished Information (GFI) is required to be provided for performance of this contract and therefore there is no schedule for providing such information. However, the Government may make available information requested by the Contractor. Any such information is for guidance only and is not to be construed as Government-furnished, directed, required or warranted.

H-27 INDIAN INCENTIVE

H-27 INDIAN INCENTIVE

This contract contains the FAR clause 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises and DFARs clause 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns.

As the prime contractor, you may request an adjustment to the contract for subcontractor awards to any eligible Indian Organizations, Indian-owned economic enterprise, or Native Hawaiian small business concerns listed at www.asq.osd.mil/osbp/programs/iip/participate.index.htm

To request a payment you must submit to the Contracting Officer the following:

1. How to participate in the Indian Incentive Program is found at:
<http://www.acq.osd.mil/osbp/programs/iip/participate/index.htm>

Copies of certification of 51% ownership from all eligible subcontractors and copies of certification of tribal, Native Alaskan, or Native Hawaiian enrollment from all eligible subcontractors or completed a self certification form found at:

http://www.acq.osd.mil/osbp/programs/iip/participate/IIP_SELF_CERT_FORM.doc

2. Copies of all eligible subcontractors' invoice receipts. The prime must supply an invoice summary sheet, which lists invoices by number and explains the 5% rebate amount.
3. Request a letter that states the subcontractor's status as an Indian, Native Alaskan, or Native Hawaiian-owned enterprise; and cites DFAR Clause 252.226-7001.

Funding for this rebate is provided by the DoD Office of Small Business Program (OSBP) when authorized in the Defense Appropriation Act. The GMD program office is not responsible for paying this incentive. Therefore upon receipt of the above request, the Contracting Officer will review the package for completeness and forward the request to the OSBP. There may be an extensive delay between the request submittal and payment of the incentive.

Upon receipt of the funds by the contracting officer, a modification will be issued adding the funds for payment of the above request against the appropriate CLIN.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

252.225-7004 Report of Intended Performance Outside the United States and Canada--Submission after Award OCT 2010

SECTION I

DFARS clause 252.225-7014 (Alt 1) is revised to incorporate Class Deviation – Implementation of New Specialty Metals Restrictions (DFARS Tracking Number 2008-O0002) dated 29 January 2008

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997

52.216-10	Incentive Fee	MAR 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements-- Non-Commercial Item Acquisition With Adequate Price Competition	FEB 2007
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUL 2005
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3 Alt II	Patent Indemnity (Apr 1984) - Alternate II	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998

52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt III	Progress Payments (Apr 2003) - Alternate III	APR 2003
52.232-17	Interest	JUN 1996
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	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	MAR 2005
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	APR 1984
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-DEC 2004 Contract-Related Felonies	
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and valuation	SEP 2010
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (UID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.216-7002 Alt A	Time-and-Materials/Labor-Hour Proposal Requirements-- Non-Commercial Item Acquisition with Adequate Price Competition Alternate A	FEB 2007
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	JUN 2005
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7032	Waiver Of United Kingdom Levies--Evaluation of Offers	APR 2003
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988

252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.235-7003 Alt I	Frequency Authorization (Dec 1991) - Alternate I	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7002	Earned Value Management System	MAR 2005
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 the contract performance period (insert the period of time within which the Contracting Officer may exercise the option); 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 ten years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (b)(4)

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)

SECTION I

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995

52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt III	Progress Payments (APR 2003) - Alternate III	APR 2003
52.232-17	Interest	JUN 1996
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	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes - Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed-Price Contracts) (Jun 2003) Alternate I (DEVIATION)	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986) (Deviation)	JAN 1986
52.245-9	Use And Charges (Deviation)	APR 1984
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996

52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
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252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014 Alt I	Preference For Domestic Specialty Metals (APR 2003) - Alternate I	APR 2003
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
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252.225-7032	Waiver Of United Kingdom Levies - Evaluation of Offers	APR 2003
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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
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991

252.234-7001	Earned Value Management System	MAR 1998
252.235-7000	Indemnification Under 10 U.S.C. 2354 Fixed Price	DEC 1991
252.235-7001	Indemnification Under 10 U.S.C. 2354 Cost Reimbursement	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.235-7003 Alt I	Frequency Authorization (Dec 1991) - Alternate I	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract under Item 0004 shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 48 months.

If and to the extent option Item 0104 is exercised, orders may be issued from the effective date of option exercise through 24 months.

If and to the extent option Item 0204 is exercised, orders may be issued from the effective date of option exercise through 24 months.

If and to the extent option Item 0304 is exercised, orders may be issued from the effective date of option exercise through 24 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995) (Applicable to CLIN 0004 and if and to the extent options are exercised CLINs 0104, 0204 and 0304)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than (b)(4) the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The minimum dollar amount the Government may order under this contract is (b)(4). The Government reserves the right to allocate work outside this contract where it is in the best interest of the Government to do so.

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

- (1) Any order for a single item in excess of (b)(4)
- (2) Any order for a combination of items in excess of (b)(4) or
- (3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after (b)(4)

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(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 the contract

performance period (insert the period of time within which the Contracting Officer may exercise the option); 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 ten years.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, 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, hydrochlorofluorocarbons.

(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 clause)

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

Funds are not presently available for performance under this contract beyond (b)(4). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (b)(4) until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(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) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(b)(4)

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) 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 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 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 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 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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) 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.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-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).
- (i) 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.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(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)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Rocket motors, ordnance destruct systems and other equipment listed in the Government Property List in Attachment 5.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

LIST OF ATTACHMENTS

Number	Title
Exhibit A	Contract Data Requirements List (DD 1423-1)
Exhibit B	Contract Data Requirements List (DD-1423-1) dated 10 May 2011 (Updated in P00061)
Attachment 1	Statement of Work (SOW) Rev #7 dated 16 February 2011 (Updated in P00060)
Attachment 2	Technical Requirements Document, Rev 2, dated 6 January 2006
Attachment 3	DD 254 Contract Security Classification Specification Rev 5, dated 19 April 2011(Updated in P00061)
Attachment 4	Award and Incentive Fee Determination Plan, Revision 7, dated 10 Sep 2010 (Updated in P00061 by amended expectation letter and enclosure from BG Feehan dated 26 April 2011)
Attachment 5	List of Government Furnished Property (GFP) (Updated in P00049)
Attachment 5a	GFP/GFE Listing Transferred to STARS Rocket Motor Technical Services Contract WP113M-06-D-0002, DO 0004
Attachment 6	Integrated Management Plan, dated 20 November 2003
Attachment 7	Contract Work Breakdown Structure, dated 20 May 2004
Attachment 8	LMSS Comprehensive Small Business Subcontracting Plan, dated 20 November 2003
Attachment 9	Targets and Countermeasures Organizational Conflict of Interest Risk Mitigation Plan, dated 20 March 2009 (Added in P00060)
Attachment 10	Mission Assurance Plan Rev A, dated 29 October 2006
Attachment 10a	MDA Assurance Provisions (MAP) Rev A Change #1: Change Matrix
Attachment 11	Receiving and Shipping Procedures for GFP and GFI (12Nov08)
Attachment 12	Lease Nr. DACA01-5-08-924 between Lockheed Martin Corporation and The United States of America (P00049)