BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 P.O. BOX 182317 COLUMBUS OH 43218-2317	PAGE OF PAGES 1 79
S. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RDAD REDSTONE ARSENAL AL 35898 See Item 5	QUEST/PROJECT NO.
COCHEED MARTIN CORPORATION (h)(A) (h)(A)	CODE SCD: A
CODE 5D177 I1. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() 15A. ITEM NO. FACILITY CODE 12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317 14. ACCOUNTING AND APPROPRIATION DATA See Schedule 15A. ITEM NO. 15B. SUPPLIES' SERVICES 15C. QUANTITY 15D. UNIT 15E. UNIT P	
11. SHIP TO/MARK FOR MISSILE DEFFNSE AGENCY (MDA) (b)(6) REDSTONE ARSENAL AL 35898-0001 12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() 15A. ITEM NO. 15B. SUPPLIES SERVICES 11C. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317 14. ACCOUNTING AND APPROPRIATION DATA See Schedule 15C. QUANTITY 15D. UNIT 15E. UNIT P	1 ITEM Section G
DPAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317	CODE HQ0338
ISC. QUANTITY ISD. UNIT ISE. UNIT P	
	PRICE 15F. AMOUNT
15G. TO TAL AMOUNT OF CONTRAC 16. TABLE OF CONTENTS	T \$2,447,168,225.00
(X) SEC. DESCRIPTION PAGE(S) (X) SEC. DESCRIPTIO	ON PAGE(S)
PART I - THE SCHEDULE PART II - CONTRACT CLA X A SOLICITATION/ CONTRACT FORM 1 X I CONTRACT CLAUSES	USES
X B SUPPLIES OR SERVICES AND PRICES COSTS 2 - 12 PARTIII - LIST OF DOCUMENTS EXHIBITS	43 - 78
X C DESCRIPTION/SPECS./ WORK STATEMENT 13 X J LIST OF ATTACHMENTS	79
TAKITY - REPRESENTATIONS AND I	NSTRUCTIONS
X F DELIVERIES OR PERFORMANCE 16 - 18 K OTHER STATEMENTS OF OFFERORS	ND
X G CONTRACT ADMINISTRATION DATA 19 - 24 L INSTRS., CONDS., AND NOTICES TO OFFE	RORS
X H SPECIAL CONTRACT REQUIREMENTS 25 - 42 M EVALUATION FACTORS FOR AWARD CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCURE	TATE AS ADDITION OF
[7. X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all tems or perform all the services set forth or otherwise identified above and on any continuation theets 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.) [19A. NAME AND TITLE OF SIGNER (Type or print)] [20A. NAME OF CONTRACTING OFFICER (b)(6)	set forth in full above, is hereby accepted as es the contract which consists of the saward/confact. No further contract half
(Signature of person authorized to sign) 19C. DATE SIGNED 20B. UNITED STATES OF AMERICA (b)(6) 19C. DATE SIGNED 20B. UNITED STATES OF AMERICA (b)(6)	20C. DATE SIGNED 3/24/2021

Previous edition is NOT usable

	O/CONTRACT	1. THIS CONTRAC UNDER DPAS (ORDER			RATING DX-C9	PAGE 1	OF PAGES 79
2. CONTRACT (HQ085621C000	Proc. Inst. Ident.) NO.	3. EFFECTIVE DA	TE	r 2021	1	4. REQUI		CHASE REQUEST/P	ROJECT 1	
5. ISSUED BY MISSILE DEFENSE AG BLDG. 5222 MARTIN F REDSTONE ARSENA	GENCY (MDA) ROAD	HQ0856			MINISTEREI	DBY (If other	er than Item 5)	COD	E	SCD: A
7. NAME AND A LOCKHEED MARTIN (b)(6) 4800 BRADFORD DR HUNTSVILLE AL 35808	NW	ΓΟR (No., street, city,	county, state a	and zip co	ode)		8. DELIVER' [] FOB 9. DISCOUNT F Net 30		OTHER (S	šee below)
CODE 5D177		FACILITY CODE					10. SUBMIT IN' (4 copies unless o TO THE ADDR SHOWN IN:	therwise specified)	ITEM Se	ection G
11. SHIP TO/MA MISSILE DEFENSE AC (b)(6) BIDG 5222 MARTIN R REDSTONE ARSENAI	EENCY (MDA)	HQ0147		SOUTH P.O. BO	AYMENT W COLUMBUS CEN H ENTITLEMENT OX 182317 MBUS OH 43218-2	TER OPERATIONS	ADE BY	COD	Е НО0338	
13. AUTHORITY COMPETIT [] 10 U.S.C.		IAN FULL AND OP	EN)	1	CCOUNTING	S AND APP	ROPRIATION	N DATA	9 :	
15A. ITEM NO.		PPLIES/ SERVICES	,	15C.	QUANTITY	15D. UN	IIT 1	5E. UNIT PRICE	15F.	AMOUNT
					156	TOTAL A	MOUNTOF	CONTRACT	\$2.44	7.168.225.0
		16.	TABLE (OF CO	NTENTS	. 10 1.15.				.,,
(X) SEC.	DESCRIPTIO PARTI - THE S.C.H		PAGE(S)	(X)	SEC.	PA		RACT CLAUSES		PAGE(S
X A SOLIC	DESCRIPTIO PARTI - THE SCH IT ATION/ CONTRACT	EDULE	PAGE(S)	(X) X		PA RACT CLA	RTII - CONT	RACT CLAUSES		PAGE(S
X A SOLIC X B SUPPI	PART I - THE SCH IT AT ION/ CONT RACT I JES OR SERVICES AND	EDULE FORM PRICES/ COSTS	1 2 - 12	Х	I CONTI	RACT CLA	RT II - CONT USES OCUMENTS		THER AT	43 - 78 TACH.
X A SOLIC X B SUPPI X C DESCI	PARTI - THE SCH IT ATION/ CONTRACT	EDULE FORM PRICES/ COSTS	1	L.,	I CONTI PARTIII – J LIST O	RACT CLA LISTOFD FATTACE	RT II - CONT USES OCUMENTS IMENTS	RACTCLAUSES		43 - 78
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE	PARTI - THE SCH TTATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAL	FORM PRICES' COSTS STATEMENT	1 2 - 12 13 14 15	Х	I CONTI PART III – J LIST O PAI K REPRE	RACT CLA LISTOFD FATTACH RTIV - RE SENTATIO	RTII - CONT USES OCUMENTS IMENTS PRESENTATI DNS, CERTIFI	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND		43 - 78 TACH.
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV	PARTI - THE SCH IT ATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAL ÆRIES OR PERFORMAN	FORM PRICES' COSTS STATEMENT NCE	1 2 - 12 13 14 15 16 - 18	Х	I CONTI PART III – J LIST O PAI K REPRE OTHER	RACT CLA LISTOFD FATTACH RTIV - RE SENTATIC R STATEM	RT II - CONT USES OCUMENTS IMENTS PRESENTATI DNS, CERT IFI ENTS OF OFI	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS		43 - 78 TACH.
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT	PARTI - THE SCH TTATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAL	FORM PRICES' COSTS STATEMENT NCE ICE DN DATA	1 2 - 12 13 14 15	Х	I CONTI PART III – J LIST O PAI K REPRE OTHER L INSTR	RACT CLA LIST OF D F ATT ACF RT IV - RE SENT AT IC R ST AT EM S., CONDS.,	RT II - CONT USES OCUMENTS IMENTS PRESENTATI DNS, CERT IFI ENTS OF OFI	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS ES TO OFFERORS		43 - 78 TACH.
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT X H SPECI	PARTI - THE SCH IT ATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAI /ERIES OR PERFORMAN RACT ADMINISTRATIC AL CONTRACT REQUIRACTING OFFICER WILL COM	FOULE FORM PRICES' COSTS STATEMENT NCE ICE ON DATA REMENTS PLETE ITEM 17 (SEAL	1 2 - 12 13 14 15 16 - 18 19 - 24 25 - 42 ED-BID OR	X	I CONTI PART III – J LIST O PAI K REPRE OTHER L INSTR: M EVALU	RACT CLA LIST OF D F ATT ACH RTIV - RE SENTATIO R STATEM S., CONDS., JATION FA JREMENT) O	RT II - CONT USES OCUMENTS IMENTS PRESENTATI DNS, CERTIFI ENTS OF OFF AND NOTIC CT ORS FOR R 18 (SEALED-	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCTOR CATIONS AND FERORS ES TO OFFERORS AWARD BID PROCUREMENT) A	CTIONS	43 - 78 TACH. 79
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT X H SPECI CONTR. 17. [X] CONTRACTOI document and return items or perform all the sheets for the considerat contract shall be subject (b) the solicitation, if any	PARTI - THE SCH TTATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAL ERIES OR PERFORMAN RACT ADMINISTRATIC AL CONTRACT REQUIL ACTING OFFICER WILL COM RES NEGOTIATED AGREEMENT copies to issuing office.) Con services set forth or otherwise identi on stated herein. The rights and obli to and governed by the following do r, and (c) such provisions, representa- porated by reference herein.	FORM PRICES' COSTS STATEMENT NCE ICE ON DATA REMENTS PLETE ITEM 17 (SEAL Contractor is required to tractor agrees to furnish and fied above and on any conti- gations of the parties to this cuments: (a) this awardcor	1 2 - 12 13 14 15 16 - 18 19 - 24 25 - 42 ED-BID OR sign this deliver all nuation	X X X X X X X X X X X X X X X X X X X	I CONTI PART III – J LIST O PAI K REPRE OTHER L INSTER M EVALU THATED PROCU SEALED-BID A' id on Solicitation Num ong the additions or c erms listed above as an goodocuments: (a) till	RACT CLA LIST OF D F ATT ACF RT IV - RE SENT ATIC R STATEM S., CONDS., JATION FA JREMENT) O WARD (Contr. umber HQ088 changes made by nd on any continhe Government	RT II - CONTUSES OCUMENTS IMENTS PRESENTATI DNS, CERTIFIENTS OF OFF AND NOTICE. CTORS FOR R18 (SEALED- actor is not required 6620R00010006	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS ES TO OFFERORS AWARD BID PROCUREMENT) A to sign this document.)	CTIONS AS APPLICA full above, is he ract which construct. No furth	43 - 78 TACH. 79 BLE ereby accepted as sists of the
X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT X H SPECI CONTRACTOO document and return items or perform all the sheets for the considerat contract shall be subject (b) the solicitation, if any as are attached or incor (Attachments are listed	PARTI - THE SCH TTATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAL ERIES OR PERFORMAN RACT ADMINISTRATIC AL CONTRACT REQUIL ACTING OFFICER WILL COM RES NEGOTIATED AGREEMENT copies to issuing office.) Con services set forth or otherwise identi on stated herein. The rights and obli to and governed by the following do r, and (c) such provisions, representa- porated by reference herein.	FORM PRICES' COSTS STATEMENT NCE ICE DN DATA REMENTS IPLETE ITEM 17 (SEAL tractor agrees to furnish and fied above and on any contingations of the parties to this cuments: (a) this award/cor titions, certifications, and spe	1 2 - 12 13 14 15 16 - 18 19 - 24 25 - 42 ED-BID OR sign this deliver all nuation	X X X X X X X X X X X X X X X X X X X	I CONTI PART III – J LIST O PAI K REPRE OTHER L INSTR M EVALU THATED PROCU SEALED-BID A' id on Solicitation Num ong the additions or cerms listed above an ang documents: (a) the ent is necessary. (B) NAME OF CO	RACT CLA LIST OF D F ATT ACF RT IV - RE SENT ATTO R STATEM S., CONDS., JATION FA JUREMENT) O WARD (Contra umber HQ088 changes made by and on any contin be Government Block 18 should b	RT II - CONTUSES OCUMENTS IMENTS PRESENTATI DNS, CERTIFIENTS OF OFF AND NOTICE. CTORS FOR R18 (SEALED- actor is not required 6620R00010006	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS ES TO OFFERORS AWARD BID PROCUREMENT) At to sign this document.) as or changes are set forth in tward consummates the contur bid, and (b) this award/con n awarding a sealed-bid contured to sign the same of the conture bid, and (c) this award/con n awarding a sealed-bid contured to the same of the sa	CTIONS AS APPLICA full above, is he ract which construct. No furth	43 - 78 TACH. 79 BLE ereby accepted as sists of the
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT X H SPECI CONTRACTOI document and return1 items or perform all the sheets for the considerat contract shall be subject (b) the solicitation, if any as are attached or incor (Attachments are listed 19A. NAME AND	PARTI - THE SCH ITATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAI /ERIES OR PERFORMAN RACT ADMINISTRATIC AL CONTRACT REQUII ACTING OFFICER WILL COM R'S NEGOTIATED AGREEMENT copies to issuing office.) Con services set forth or otherwise identi ion stated herein. The rights and obli to and governed by the following do r, and (c) such provisions, representa porated by reference herein. herein.) D TITLE OF SIGNER (T)	FORM PRICES' COSTS STATEMENT NCE ICE ON DATA REMENTS IPLETE ITEM 17 (SEAI Contractor is required to tractor agrees to furnish and fied above and on any contingations of the parties to this cuments: (a) this award/contions, certifications, and specific properties of the parties of the parti	1 2 - 12 13 14 15 16 - 18 19 - 24 25 - 42 ED-BID OR sign this deliver all nuation attract, eifications,	X X X X X X X X X X X X X X X X X X X	I CONTI PART III – J LIST O PAI K REPRE OTHER L INSTR M EVALU THATED PROCU SEALED-BID A' id on Solicitation Num ong the additions or cerms listed above an ang documents: (a) the ent is necessary. (B) NAME OF CO	RACT CLA LIST OF D F ATT ACF RT IV - RE SENT AT IC R ST AT EM S., CONDS., JAT ION FA JUREMENT O WARD (Contra JUREMENT) O	RT II - CONT USES OCUMENTS IMENTS PRESENTATI ONS, CERT IFI ENT'S OF OFI AND NOTIC CTORS FOR R 18 (SEALED- actor is not required 5620R00010006 y you which addition uation sheets. This as s solicitation and you c checked only whe	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS ES TO OFFERORS AWARD BID PROCUREMENT) At to sign this document.) as or changes are set forth in tward consummates the contur bid, and (b) this award/con n awarding a sealed-bid contured to sign the same of the conture bid, and (c) this award/con n awarding a sealed-bid contured to the same of the sa	AS APPLICA full above, is he ract which construct. No furth ract.)	TACH. 79 BLE ereby accepted as sists of the ere contractual
X A SOLIC X B SUPPI X C DESCI X D PACK X E INSPE X F DELIV X G CONT X H SPECI CONTRACTOR document and return litems or perform all the sheets for the considerate contract shall be subject (b) the solicitation, if any as are attached or incorr (Attachments are listed 19A. NAME AND	PARTI - THE SCH ITATION/ CONTRACT LIES OR SERVICES AND RIPTION/ SPECS./ WORK AGING AND MARKING CTION AND ACCEPTAI /ERIES OR PERFORMAN RACT ADMINISTRATIC AL CONTRACT REQUII ACTING OFFICER WILL COM R'S NEGOTIATED AGREEMENT copies to issuing office.) Con services set forth or otherwise identi ion stated herein. The rights and obli to and governed by the following do r, and (c) such provisions, representa porated by reference herein. herein.) D TITLE OF SIGNER (T)	FORM PRICES' COSTS STATEMENT NCE ICE ON DATA REMENTS IPLETE ITEM 17 (SEAI Contractor is required to tractor agrees to furnish and fied above and on any contingations of the parties to this cuments: (a) this award/contions, certifications, and specific properties of the parties of the parti	1 2 - 12 13 14 15 16 - 18 19 - 24 25 - 42 ED-BID OR sign this deliver all nuation atract, eifications,	X X X X X X X X X X X X X X X X X X X	I CONTI PART III - J LIST O PAI K REPRE OTHEF L INSTR M EVALU TIATED PROCU J SEALED-BID A' id on Solicitation Num ing the additions or cerms listed above as ng documents: (a) tent is necessary. (B NAME OF COS)	RACT CLA LIST OF D F ATT ACF RT IV - RE SENT AT IC R ST AT EM S., CONDS., JAT ION FA JUREMENT O WARD (Contra JUREMENT) O	RT II - CONT USES OCUMENTS IMENTS PRESENTATI ONS, CERT IFI ENT'S OF OFI AND NOTIC CTORS FOR R 18 (SEALED- actor is not required 5620R00010006 y you which addition uation sheets. This as s solicitation and you c checked only whe	RACT CLAUSES , EXHIBITS AND O ONS AND INSTRUCATIONS AND FERORS ES TO OFFERORS AWARD BID PROCUREMENT) At to sign this document.) as or changes are set forth in tward consummates the contur bid, and (b) this award/con n awarding a sealed-bid contured to sign the same of the conture bid, and (c) this award/con n awarding a sealed-bid contured to the same of the sa	full above, is hract which contract. No furth ract.)	43 - 78 TAC H. 79 BLE ereby accepted as sists of the er contractual

Section B - Supplies or Services and Prices

SPECIAL INSTRUCTIONS

B-02 Next Generation Interceptor Scope

	the sv (b)(3): suppo	stems eng 10 U.S.C rt of the F	ineering. o S. § 130 BMDS. The	lesign. de	evelonment, int	and grou option for deliv	, manufacture of nd silo infrastruc ery o	flight test are ture for the NGI of	GMD system in U.S.C. § perational units, in 2 (b)(3):10
	shall a	ilso secur		lity of fu	ture production				OW, the Contractor U.S.C. § obsolescence program
(3):10 S.C. § 130		are identi	fied as RE	SERVEI		vill be solicited n			INs 2100-2104) in the al Design Review
	See cl	ause H-N	GI-07 DO	WN SEL	ECT.				
	The A	UR NGI	test and op	erationa	l units being pro	ocured are ident	ified in the table	below.	
					Tabl	e 1: NGI AUR (Quantities		
	CLIN	(s)	Scope	Item			Quantity	Conf	iguration
ITEN 0100	1201 1202 2201 2203	Program CPAF Program describe	Option Option Option Option IES/SERV Managem Managem	AUR N Lot 1 A Lot 2 A	UR NGI Opera UR NGI Opera QU <u>ANTITY</u> (b)(4)	es (Includes Materitional Units attional Units IUNIT	UNIT PRIC	J.S.C. § 130	AMOUNT
		PSC CD	o: AC13			SUBTOTAL I	STIMATED CO BASE F EST COST + BA MAX AWARD F	EE SE	(b)(4)
						TOTAI	EST COST + F	EE	

Page 3 of 79

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010001	Funding CLIN 0100	
	ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	
ITEM NO	SUPPLIES/SERVICES	AMOUNT
010002	Funding CLIN 0100	
	ACRN AD	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	
ITEM NO 0200	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT
	NGI AUR Development Pre-KP#3 CPIF	
	NGI AUR Development activities to include System Readiness Review (SRR), Preliminary Design Review (PDR), and Critical Design Review (CDR), as required in support of the Statement of Work as described in Section J, Attachment 01, Sections 3.2; 4.0; and 6.1. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is	(b)(4)
	the total fee pool and Performance incentive fee pool isof the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: AC13	(b)(4)
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARGET	

SHARE RATIO BELOW TARGET

Page 4 of 79

AMOUNT

020001					
020001	Funding CLIN 0200				
	ACRN AA				(b)(4)
	PURCHASE REQUEST	NUMBER: HQ014	47180751		
ITEM NO 0300	SUPPLIES/SERVICES	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
	NGI AUR Software Deve				
	NGI AUR Software as reconstruction of Aura Software as reconstruction of Aura FOB: Destination PSC CD: AC13	quired in support o achment 01, Section	of the Statementons 5.0 and 6.	nt of Work, as 1.	
			ESTIM	ATED COST FIXED FEE	(b)(4)
			TOTAL EST	COST + FEE	
ITEM NO	SUPPLIES/SERVICES				AMOUNT
030001					AMOUNT
	Funding CLIN 0300				(b)(4)
	ACRN AB				(~)(·)
	PURCHASE REQUEST 1	NUMBER: HQ014	47180751		

ITEM NO SUPPLIES/SERVICES

	ITEM NO 0400	SUPPLIES/SERVICES	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
b)(4) b)(4)		PSE/STE CPIF Peculiar Special Equipme in support of the Statement Section 6.0. The target feet performance as follows: Compared to the Performance incentive feet performance incentive allows: Compared to the Post Destination PSC CD: N014	nt / Special Tooling to of Work as described by the continuous feet to the continuous feet to the continuous feet to the continuous feet to the continuous feet feet feet feet feet feet feet fee	eribed in Section IN is split between two pool is contact or cont	on J, Attachment 01, yeen cost and the total fee pool and bl. Specific cost /	
					TARGET COST TARGET FEE	(b)(4)
				TOTAL	IGT COST + FEE MINIMUM FEE MAXIMUM FEE	
			~) ABOVE TARGET) BELOW TARGET	
	ITEM NO 040001	SUPPLIES/SERVICES				AMOUNT
	040001	Funding CLIN 0400				
		ACRN AC				(b)(4)
		PURCHASE REQUEST 1	NUMBER: HO01	47180751		

Page 6 of 79

Funding CLIN 0500 ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO SUPPLIES/SERVICES QUANTITY LINIT LINIT PRICE AMO 0601 OPTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Sq. Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI it between cost and performance (b)(4) as follows: Cost Incentive fee pool is for the total fee pool and Performance incentive fee pool is follows: The total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE		ITEM NO 0500	SUPPLIES/SERVICES	OUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
ITEM NO 050001 SUPPLIES/SERVICES AMC 050001 Funding CLIN 0500 ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 OPTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for CLIN 1101, as required in support of the Statement of Work, as described in Set Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI is considered as follows: Cost Incentive Tee pool is of the total fee pool specific ost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE			COST Other Direct Costs (ODC)				
ITEM NO 050001 Funding CLIN 0500 ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 OPTION OF THE STATIST OF THE			FOB: Destination	02, fee is excluded	l on ODCs & to	ravel costs.	
Funding CLIN 0500 ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 OPTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Sortium Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI if the total fee pool and Performance as follows: Cost Incentive fee pool: (b)(4) incentive fee pool: (b)(4) incentive fee pool: (b)(4) TARGET COST FOB: Destination PSC CD: N014 TARGET COST TARGET FEE						ESTIMATED COST	(b)(4)
Funding CLIN 0500 ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 OPTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Sortium Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI if the total fee pool and Performance as follows: Cost Incentive fee pool: (b)(4) incentive fee pool: (b)(4) incentive fee pool: (b)(4) TARGET COST FOB: Destination PSC CD: N014 TARGET COST TARGET FEE							
ACRN AA PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 0PTION							AMOUNT
PURCHASE REQUEST NUMBER: HQ0147180751 ITEM NO 0601 OPTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Ser Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI it between cost and performance as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive fee pool is of the total fee pool service incentive fee pool is necessary in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE							(b)(4)
ITEM NO 0601 0PTION NGI AUR Test Article Material - Pre-PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Serial Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLII it between cost and performance (b)(4) as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE							(8)(4)
CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Section 3.1.11 and 4.3.2. The target fee pool for this CLII it between cost and performance (b)(4) as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive fee pool is of the total fee pool is of the total fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE (b)(4) TARGET FEE			SUPPLIES/SERVICES	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
the Statement of Work, as described in Serial Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLI it between cost and performance as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive fee pool is of the total fee pool and Performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014 TARGET COST TARGET FEE			CPIF NGI AUR Test Article M	aterial for the NGI			
(b)(4) as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive fe	(b)(4)		the Statement of Work, as	described in Se	Attachme	ent 01, Sections 3.1.11	
PSC CD: N014 TARGET COST TARGET FEE (b)(4)			as follows: Cost Incentive incentive fee pool is incentive allocations are i	of the total fee poor	f the total fee pol. Specific cos	oool and Performance t / performance	
TARGET COST TARGET FEE			PSC CD: N014				(b)(4)
							(~)(*)
TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE						MINIMUM FEE	
SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET							1 10

	ITEM NO 0602	SUPPLIES/SERVICES	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
	OPTION	NGI AUR Test Article M				
		CPIF				
		NGI AUR Test Article M				
		for CLIN 1200, and Long				
		the Statement of Work, as and 4.3.2. The target fee p				
)(4)		as follows: Cost incentive incentive fee pool is (b)(4)	fee pool is of the total fee po	of the total fee ol. Specific co	pool and Performance st / performance	
		incentive allocations are in FOB: Destination PSC CD: N014	n Attachment J-06	, incentive Fe	e Plan.	
						(b)(4)
					TARGET COST TARGET FEE	(2)(1)
				TOTAL '	TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
			S	HARE RATIO	ABOVE TARGET	
					BELOW TARGET	
	ITEM NO	SUPPLIES/SERVICES	QU <u>ANTITY</u>	UNIT	UNIT PRICE	AMOUNT
	1100	SUPPLIES/SERVICES	(b)(4)	UNII	UNII PRICE	AMOUNT
	OPTION	Program Management	(/(/			
		CPAF				
		Program Management as			nent of Work, as	
		described in Section J, At FOB: Destination	tachment 01, Sect	ion 3.1.		
		PSC CD: AC13				
		160 05.71015				(b)(4)
					ESTIMATED COST BASE FEE	(b)(4)
				SUBTOTAL	EST COST + BASE	E ,
					MAX AWARD FEE	
				TOTA	L EST COST + FEE	T 91

diffications required in support	
	(b)(4)
	(b)(4)
	- 1. <u>1</u>
TARGET COST	(b)(4)
TARGET FEE	
idillo belo w midel	
T UNIT PRICE	AMOUNT
quired in support of the	
hment 01, Sections 3.2; 4.1.1;	
etween cost and performance	
etween cost and performance tal fee pool and Performance cific cost / performance	
etween cost and performance tal fee pool and Performance	
etween cost and performance tal fee pool and Performance cific cost / performance	
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan.	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST TARGET FEE	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST TARGET FEE DTAL TGT COST + FEE	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST TARGET FEE	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST TARGET FEE DTAL TGT COST + FEE MINIMUM FEE	(b)(4)
etween cost and performance tal fee pool and Performance cific cost / performance tive Fee Plan. TARGET COST TARGET FEE DTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	(b)(4)
	TARGET FEE OTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE RATIO ABOVE TARGET RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	AMOUNT
1201	(b)(4)	
(b)(3):10 v U.S.C. § 130	NGI AUR Test Articles CPIF	
(b)(3):10 U.S.C. § 130	NGI AUR Test Articles, as required in support of the Statement of Work as described in Section J, Attachment 01, Section 4.3.1. The target fee pool for this CLIN is split between cost and performance as follows: Cost Incentive fee	
(b)(4)	pool is of the total fee pool and Performance Incentive fee pool is of the total fee pool. Specific cost / performance incentive allocations are in Attachment	(b)(4)
	J-06, Incentive Fee Plan. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 1410	
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	

ITEM NO 1202	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT
(b)(3):10 J.S.C. § 130 (b)(3):10 J.S.C. § 130	NGI AUR Test Articles CPIF NGI AUR Test Articles as required in support of the Statement of Work as described in Section J, Attachment 01, Section 4.3.3. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee	
(b)(4)	pool is of the total fee pool and Performance incentive fee pool is of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 1410	(b)(4)
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	
ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	AMOUNT
1300 OPTION	NGI AUR Software Development CPFF NGI AUR Software Development as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 5.0 and 6.1. FOB: Destination PSC CD: AC13	AHAZAT
	ESTIMATED COST FIXED FEE	(b)(4)
	TOTAL EST COST + FEE	= []

	ITEM NO 1400	(b)(4)	NIT PRICE	AMOUNT
)(4))(4)	OPTION	PSE/STE CPIF Peculiar Special Equipment / Special Tooling Equipment (PSE/ST in support of the Statement of Work as described in Section J, Att Section 6.0. The target fee pool for this CLIN is split between cosperformance as follows: Cost incentive fee pool is of the total fee pool. Speciperformance incentive allocations are in Attachment J-06, Incentive	achment 01, at and al fee pool and affic cost /	
		FOB: Destination PSC CD: N014		
			GET COST RGET FEE	(b)(4)
		MAXIN	MUM FEE MUM FEE	
		SHARE RATIO ABOV SHARE RATIO BELO		
	ITEM NO 1500 OPTION	SUPPLIES/SERVICES QUANTITY UNIT U (b)(4) ODCs & Travel COST Other Direct Costs (ODCs) & Travel required in support of the St Work, as described in Section J, Attachment 01, Section 7.0. Per MDA Clause H-NGI-02, fee is excluded on ODCs & travel co FOB: Destination PSC CD: N014		AMOUNT
		EST	TIMATED COST	(b)(4)
	ITEM NO		NIT PRICE	AMOUNT
	9000	Contract Data Requirements List (NSP) COST Exhibit A - Not Separately Priced (NSP). FOB: Destination PSC CD: AC13		
		EST	TIMATED COST	(b)(4)

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 9001 (b)(4)

Contract Acquired Property CAP (NSP)

COST

Exhibit B - Not Separately Priced (NSP).

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: 1420

ESTIMATED COST

(b)(4)

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Work (Section J, Attachment 01), or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

CLAUSES INCORPORATED BY FULL TEXT

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

- a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.
- b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods Code..
- c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/GMK ATTN: (Insert PCO listed in clause G-01) Bldg. 5222, Martin Road Redstone Arsenal, AL 35898 Email: (See PCO email listed in clause G-01)

Missile Defense Agency, MDA/GM ATTN: (Insert COR listed in clause G-01) Bldg. 5222, Martin Road

Redstone Arsenal, AL 35898

Email: (See COR email listed in clause G-01)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
010001	N/A	N/A	N/A	N/A
010002	N/A	N/A	N/A	N/A
0200	Destination	Government	Destination	Government
020001	N/A	N/A	N/A	N/A
0300	Destination	Government	Destination	Government
030001	N/A	N/A	N/A	N/A
0400	Destination	Government	Destination	Government
040001	N/A	N/A	N/A	N/A
0500	Destination	Government	Destination	Government
050001	N/A	N/A	N/A	N/A
0601	Destination	Government	Destination	Government
0602	Destination	Government	Destination	Government
1100	Destination	Government	Destination	Government
1101	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1202	Destination	Government	Destination	Government
1300	Destination	Government	Destination	Government
1400	Destination	Government	Destination	Government
1500	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost	MAY 2001
	Reimbursement	

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0100	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
010001	N/A	N/A	N/A	N/A
010002	N/A	N/A	N/A	N/A
0200	POI(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
020001	N/A	N/A	N/A	N/A
0300	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
030001	N/A	N/A	N/A	N/A
0400	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
040001	N/A	N/A	N/A	N/A
0500	POP (b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

050001	N/A	N/A	N/A	N/A
0601	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
0602	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1100	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1101	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1200	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1201	(b)(4)	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1202	(b)(4)	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1300	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1400	POP (b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1500	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
9000	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
9001	(b)(4)	20	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991

52.247-52	52.247-52 Clearance and Documentation Requirements-Shipments to	
	DOD Air or Water Terminal Transshipment Points	
52.247-55	F.O.B. Point For Delivery Of Government-Furnished	JUN 2003
	Property	

CLAUSES INCORPORATED BY FULL TEXT

F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

Milestone Events	Months After Contract Award
BASE Knowledge Point #1 Knowledge Point #2 Knowledge Point #3	(b)(4)
OPTION 1 Knowledge Point #4 Knowledge Point #5 Knowledge Point #6	(b)(4)

ACCOUNTING AND APPROPRIATION DATA

	NT: (b)(4)	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	255
AB: 044 AMOU	411 <u>097 0400 00</u> NT:(b)(4)	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	310
AC: 044 AMOU	141 <u>1097 0400 00</u> NT:(b)(4)	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-CNGX1-FY2122	71GM	310
	NT:(b)(4)	0 N 20202021 D 2500 Y3_SD80E_FY20	GM-NGIX-FY2021	71GM	255
ACRN	CLIN/SLIN	CIN	AMOUNT		
AA AB AC AD	010001 020001 050001 030001 040001 010002	HQ01471807510001 HQ01471807510002 HQ01471807510005 HQ01471807510003 HQ01471807510004 HQ01471807510006	(b)(4)		

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

OCT 2005

- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items—
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combined Invoice and Receiving Report (COMBO)

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer Not Applicable
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.
- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	HQ0856
Admin DoDAAC**	HQ0856
Inspect By DoDAAC	HQ0147
Ship To Code	HQ0147
Ship From Code	TBD
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

ebiz@mda.mil 256-450-1776

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

DFAS Payment Instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort using the table found at https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions.

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)	
Organizational Cod	e: MDA/GMK
Organizational Cod Telephone Number	(b)(6)
E-Mail Address: (b)(6)

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

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

The COR under this contract is:

Name: TBD

Organizational Code: MDA/GMK

Telephone Number: E-Mail Address: TBD

The COTR under this contract is:

Name: TBD

Organizational Code: MDA/TBD

Telephone Number: TBD E-Mail Address: TBD

c. CONTRACTING OFFICIAL FOR eSRS

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

Name: TBD

Organizational Code: MDA/GMK

Telephone Number: E-Mail Address: TBD

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

PATENT INFORMATION G-02 PATENT INFORMATION

Patent information, in accordance with DFARS 252.227-7038, Patent Rights – Ownership by the Contractor (Large Business), shall be forwarded to:

Missile Defense Agency, Contracts Directorate ATTN: (Insert PCO listed in Clause G-01) Building 5222 Martin Road Redstone Arsenal, AL 35898 Email: (Insert PCO email listed in Clause G-01)

CLAUSES INCORPORATED BY FULL TEXT

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

See Section J, Attachment 16 - Limitation of Funds Spreadsheet

CLAUSES INCORPORATED BY FULL TEXT

G-10 SEGREGATION OF COSTS (MAY 2005)

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-NGI-01 DATA DELIVERED OR OTHERWISE FURNISHED BY THE CONTRACTOR (JAN 2020)

- a. Data delivered, or otherwise furnished to the Government, including to the Integrated Digital Environment (IDE) shall be marked (with the applicable exception noted) and technical data, computer software, and computer software documentation shall be marked with the correct legends in accordance with DFARS 252.227-7013 and 252.227-7014; note that -proprietary is a non-conforming marking. Limited or Restricted rights technical data or computer software or computer software documentation as specified in DFARS 252.227-7013 and 252.227-7014 shall NOT be delivered or otherwise furnished by the contractor under or in conjunction with this contract without prior approval of the Contracting Officer or the Contracting Officer's Representative. The Contractor shall ensure that quality control procedures are in place to validate accuracy of electronically transmitted data or data otherwise furnished to the Government.
- b. Contract Data Requirements List (CDRL) deliverables include CDRL items referenced in the SOW, Section J, and as defined in Exhibit A of this contract. The Contractor shall officially deliver unclassified CDRL data electronically to the designed GMD CDRL tool, MDA Enterprise CDRLvue, accessible from a link on the GM Homepage of the MDA Knowledge Online (MKO) unclassified Portal for the Missile Defense Agency (MDA) as instructed in the respective CDRL. Unclassified CDRL data may also be required to be delivered to additional addresses, as specified in Block 16 of the DD Form 1423. If electronic delivery to the Government via the CDRL tool is not possible, the Contractor shall deliver the CDRL data to the Government via encrypted email or other physical media (e.g., CD or DVD). In addition, CDRLs and other unclassified correspondence related to this contract shall be posted to the IDE. However, unclassified CDRL data shall not be posted to the IDE until acknowledgement of receipt has been received for those CDRLs requiring Government approval.
- c. The Contractor shall deliver classified CDRL data IAW the DD254, DoD 5220.22M, and DoDI 5200.48. Additionally, CDRLs and other classified correspondence related to this contract shall be posted to the IDE. However, classified CDRL data shall not be posted to the IDE until acknowledgement of receipt has been received for those CDRLs requiring Government approval.
- d. All data transmitted to the Government shall be of sufficient quality that the Government is able to read the data both online and in printed form. If the Government receives a document that has quality/readability issues, the Contractor shall, upon verbal approval by the PCO or a COR/COTR, deliver compact discs and hardcopies of the document as required and IAW with this clause. The Contractor shall work efficiently and effectively to correct any and all quality issues.
- e. Data shall be delivered or otherwise furnished to the Government virus-free and in a manipulative/editable format, including Microsoft Word, Excel, PowerPoint, Project and/or Access. Adobe (.pdf files), picture files, and other electronic image media are acceptable only if allowed in Block 16 of the DD Form 1423 for a given data item. For example, narrative portions shall be delivered in Microsoft Word; pricing data in Microsoft Excel; and graphics in Microsoft PowerPoint. If files contain links, the links must be intact and maintained throughout all revisions. Documents with embedded data that are not related to Contractor performance reports, contract funds status reports, cost data summary reports, or functional cost-hour reports shall not contain Contractor pricing information within the embedded data. Nor shall embedded data to unclassified documents be classified information.

This limitation shall flow down to subcontractors.

This clause shall apply to all contract changes after award.

- a. Fee is negotiated on an individual basis based upon the level of risk the Contractor will incur during the performance of the effort. The fee shall not exceed the maximum amounts as specified in Section B of this contract.
- b. No Fee on Travel, Other Direct Costs, or Commercial Items. The Contractor is not entitled to fee on any travel, other direct costs (ODCs), or commercial items as defined in FAR 2.101. Examples of ODCs include, but are not limited to: renewable licenses, leases, royalties, and contractor-acquired property defined as equipment per FAR 45.101.
- c. No Fee/Profit on Subcontractor Fee. The Contractor is not entitled to fee on subcontractor fee.
- d. Limited fee on Proposal Preparation costs (CLINs 0100/1100) The Contractor shall not exceed (b)(4) base fee and (b)(4) Max Award Fee on Proposal Preparation costs.

H-NGI-03 GOVERNMENT FURNISHED TRANSPORT (JAN 2020)

This requirement outlines U.S. military transportation services to be provided by the Government to the Contractor in the movement of Missile Defense Agency hardware from Continental United States (CONUS) locations to/from Alaska, and other designated OCONUS Sites. To obtain and provide these transportation services the Contractor and Government will execute the following:

- a. Special Assignment Airlift Mission (SAAM) Military Service:
- 1. The Contractor shall coordinate each shipment with the designated COR/COTR. Each shipment shall be on the most cost effective basis, consistent with U.S. laws, and regulations, and to the extent that a military aircraft is available. Payment to the Defense Finance and Accounting Service (DFAS) for these SAAMs will be made using a Government Transportation Account Code (TAC), by the responsible GMD Directorate.
- 2. The COR/COTR will coordinate SAAM flights for movement of high priority hardware from CONUS locations (typically Vandenberg AFB, CA, Redstone Arsenal, AL and March AFB, CA) to/from Fort Greely, AK or other locations as agreed to by the Contractor and Government.
- 3. Contractor personnel will provide annual forecasts for SAAMs (movement of boost stacks, payload avionics, etc.) to the designated COR/COTR, to facilitate Government budget submittals and ensure funding for these missions.
- b. Channel Airlift Service:
- 1. The Contractor will coordinate channel air shipment to and from other locations with the designated COR/COTR.
- 2. The COR/COTR will coordinate the movement of supplies and hardware.
- 3. The Contractor shall provide the COR/COTR with a quarterly forecast of anticipated channel flight cargo requirements to facilitate Government budget submittals.

H-NGI-04 TEST SCHEDULE ADJUSTMENTS (JAN 2020)

Adjustments made to contract price due to a change in the ground and/or flight and/or other test schedule will be accomplished as set forth below:

A change to the test schedule means the movement of a test from one test window to the next. A test window is defined as a period of time 90 days before or after the test date as it appears in the Integrated Test Plan (ITP) or a Target of Opportunity published schedule. The movement of a test within a test window will not be grounds for an adjustment to the contract estimated cost and fee. Test schedule changes outside of the original test window caused by the Contractor or the Government may result in a downward or upward adjustment to the contract estimated cost and fee. A change that is beyond the control and without the fault or negligence of the either party will not result in an adjustment to the contract estimated cost and fee.

H-NGI-05 PROPERTY NECESSARY TO PERFORM THE CONTRACT (JAN 2020)

- (a) The contract target/estimated costs reflect the contractor's provision of all property necessary to perform under the contract. In the event that such Government property becomes available for use by the contractor to perform under the contract, cost will be subject to, at the PCO's discretion, a unilateral downward adjustment. Such an adjustment will be based on the proposed cost of the contractor provisioning the property less actual costs incurred as a direct charge to the Contract. An adjustment modification will be issued to reflect the PCO's determination to adjust the contract cost.
- (b) Contractor disagreements with a determination made by the Government pursuant to this clause shall be a dispute under the Disputes clause. However, nothing in this clause nor any Government determination made in conjunction with this clause shall excuse the Contractor from proceeding with its duties under the instant contract.

H-NGI-06 CONTRACTOR ACCOUNTABILITY FOR QUALITY (JAN 2020) (APPLICABLE TO ALL NGI AURs delivered under this contract)

- a) Definitions. As used in this clause--
- "Command media," as used in this clause, includes the Contractor's specifications, engineering drawings, test procedures, and other documentation generated to comply with Statement of Work (SOW) requirements ensuring repeatability in the products produced and services provided.
- "Nonconformance" as used in this clause means a condition of any hardware, software, material, or service/workmanship in which one or more characteristics do not conform to requirements.
- "Quality escape," as used in this clause, means the Contractor, or any of its subcontractors:
- (1) Failed to detect a nonconformance or failed to follow command media; and
- (2) Said nonconformance or failure to follow command media could adversely affect the performance of a component, subsystem or system; and
- (3) Requires an action by the Government or Contractor to bring said item back to compliance with applicable specification requirements.
- (b) The rights and remedies afforded the Government and Contractor under this clause are in addition to any other provision of this contract.
- (c) The Contracting Officer may make an equitable reduction in any NGI delivery performance incentive fee previously paid under the contract, or payable in the current fiscal year, if at any time during the term of this contract, including pre-acceptance or post-acceptance of any item or service required to be delivered or performed under this contract, the Contracting Officer reasonably determines that:

- (1) A quality escape occurred; and
- (2) The quality escape was caused solely by Contractor, or any of its subcontractors; and
- (3) Resulted in substantial harm to the Government.

The Contracting Officer will notify the Contractor within 30 days of determining a quality escape occurred for which an equitable reduction may result.

(d) The Contracting Officer will consider cost, schedule and performance impacts of the quality escape as well as any recovery and mitigation efforts by the Contractor and/or subcontractor that are taken to reduce the impacts of the quality escape, in deciding whether to make such a reduction. Failure to agree to the reduction in performance incentive fee shall be a dispute under the Disputes Clause of the Contract.

H-NGI-07 – DOWN SELECT (MAR 2020)

"Down select" as used in this clause, means that the Government may decide to continue funding only a single contract for the Next Generation Interceptor (NGI) requirements. Such a decision is not tantamount to a termination and, as such, is not governed by any termination provision of this contract.

The Government intends to award two NGI contracts with a contract performance period through Critical Design Review (CDR) as defined in the SOW Section 2.1. Knowledge Point (KP) #3. At this time, the Government estimates that funding will be available for two NGI contracts only through Preliminary Design Review (PDR) as defined in the Statement of Work (SOW) Section 2.1, KP #1. However, the Government may request additional funding sufficient to continue contract performance for two NGI contracts through CDR. Notwithstanding the aforementioned intent, the Government reserves the right at any time during contract performance to make a down select decision to have only one contractor continue contract performance, including by exercising contract option(s) on only one contract. While a down select decision is at the discretion of the Government, a decision could occur under any of the following circumstances:

- 1. Government funding Limitation
- 2. Contractor's failure to timely complete a Knowledge Point
- 3. Determination that, based on the criteria below, a down select is in the best interest of the Government.

If the Government decides to down select, the Contracting Officer will provide preliminary written notice to both Contractors of the intent to do so. The Contracting Officer will also provide both Contractors written notice of the down select decision.

To execute the down select, the Government will perform a best value determination using objective evidence from contract performance to date. The following preliminary criteria are provided for informational purposes only. These criteria are not final, and the Government reserves the right to change the criteria at time of contract award to be incorporated into this clause. Draft criteria to execute the down select are as follows:

- a. Progress towards overall technical solution in terms of expected performance;
- b. Maturity of design in terms of design stability, verification, and demonstrated performance to date
- c. Estimated risk adjusted schedule to complete development, testing, and fielding of initial production quantities based on contract performance and remaining scope to include priced options
- d. The Not to Exceed production estimate at PDR or the Firm Cost Proposal at CDR, and the estimated cost to negate threat scenarios in the performance specification.
 - e. Production Readiness
 - f. Sustainability and Maintainability of the design

After a down select decision is made, the Government will discontinue funding the Contractor not selected to continue performance in accordance with FAR Clause 52.232-22, Limitation of Funds.

(4)
(4)

(b)(4)	

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (Apr 2009)

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

TYPES OF INSURANCE MINIMUM AMOUNT

Workmen's Compensation and all occupational disease Employer's Liability including all occupational disease when not covered by Workmen's Compensation above As required by Federal and State law \$100,000 per accident

General Liability (Comprehensive) Bodily Injury \$500,000 per occurrence

Automobile Liability (Comprehensive)

Bodily Injury per person\$200,000Bodily Injury per accident\$500,000Property Damage per accident\$20,000

CLAUSES INCORPORATED BY FULL TEXT

H-08 PUBLIC RELEASE OF INFORMATION (MAR 2020)

- a. In addition to the requirements of National Industrial Security Program Operations Manual (DoD 5220.22-M), all foreign and domestic contractor(s) and its subcontractors are required to comply with the following:
- 1) Any official MDA information/materials that a contractor/subcontractor intends to release to the public that pertains to any work under performance of this contract, the Missile Defense Agency (MDA) will perform a prepublication review prior to authorizing any release of information/materials.
- 2) At a minimum, these information/materials may be technical papers, presentations, articles for publication, key messages, talking points, speeches, and social media or digital media, such as press releases, photographs, fact sheets, advertising, posters, videos, etc.
- b. Subcontractor public information/materials must be submitted for approval through the prime contractor to MDA.

- c. Upon request to the MDA Procuring Contracting Officer (PCO), contractors shall be provided the "Request for Industry Media Engagement" form (or any superseding MDA form).
- d. At least 45 calendar days prior to the desired release date, the contractor must submit the required form and information/materials to be reviewed for public release to MDAPressOperations@mda.mil, and simultaneously provide courtesy copy to the appropriate PCO. (Additional distribution emails can be added by the Program Office to ensure proper internal coordination and tracking of PR requests.)
- e. All information/materials submitted for MDA review must be an exact copy of the intended item(s) to be released, must be of high quality and are free of tracked changes and/or comments. Photographs must have captions, and videos must have the intended narration included. All items must be marked with the applicable month, day, and year.
- f. No documents or media shall be publically released by the Contractor without MDA Public Release approval.
- g. Once information has been cleared for public release, it resides in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be re-submitted

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Apr 2020)

- a. Purpose: The purpose of this clause is to ensure that:
- (1) the Contractor is rendering impartial assistance and advice to the Government at all times under this contract and related Government contracts;
- (2) the Contractor's objectivity in performing work under this contract or related Government contracts is not impaired; and
- (3) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information, or by virtue of its access to proprietary information belonging to others.
- b. Scope: The Organizational Conflict of Interest (OCI) rules, procedures and responsibilities described in FAR 9.5 "Organizational and Consultant Conflicts of Interest", FAR 3.101-1 "Standards of Conduct General, DFARS 209.5 "Organizational and Consultant Conflicts of Interest," and in this clause are applicable to the prime Contractor (including any affiliates and successors-in-interest), as well as any co-sponsor, joint-venture partner, consultant, subcontractor or other entity participating in the performance of this contract. The Contractor shall flow this clause down to all subcontracts, consulting agreements, teaming agreements, or other such arrangements which have OCI concerns, while modifying the terms "contract", "Contractor", and "Contracting Officer" as appropriate to preserve the Government's rights.
- c. Access to and Use of Nonpublic Information: If in performance of this contract the contractor obtains access to nonpublic 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 it shall not use such information for any private purpose or release such information without prior written approval from the Contracting Officer.
- d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise due diligence to protect proprietary information from misuse or unauthorized disclosure in accordance with FAR 9.505-4. The Contractor

may be requested to enter into a written non-disclosure agreement with a third party asserting proprietary restrictions, if required in the performance of the contract.

- e. In accordance with FAR 3.101-1, the Contractor shall also take all appropriate measures to prevent the existence of conflicting roles that might bias the Contractor's judgement, give the Contractor an unfair competitive advantage, and deprive MDA of objective advice or assistance that can result from hiring former Government employees. (See Health Net Fed. Svcs, B-401652.3).
- f. Restrictions on Participating in Other Government Contract Efforts. NONE
- g. OCI Disclosures: The Contractor shall disclose to the Contracting Officer all facts relevant to the existence of an actual or potential OCI, using an OCI Analysis/Disclosure Form which the Contracting Officer will provide upon request. This disclosure shall include a description of the action the Contractor has taken or plans to take to avoid, neutralize or mitigate the OCI.

h. Remedies and Waiver:

- (1) If the contractor fails to comply with any requirements of FAR 9.5, FAR 3.101-1, DFARS 209.5, or this clause, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest, and/or pursue other remedies permitted by law or this contract. If the Contractor discovers and promptly reports an actual or potential OCI subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government, or take other appropriate actions.
- (2) The parties recognize that the requirements of this clause may continue to impact the contractor after contract performance is completed, and that it is impossible to foresee all future impacts. Accordingly, the Contractor may at any time seek an OCI waiver from the Director, MDA by submitting a written waiver request to the Contracting Officer. Any such request shall include a full description of the OCI and detailed rationale for the OCI waiver.

CLAUSES INCORPORATED BY FULL TEXT

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

- a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.
- b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.
- c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.
- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.

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

CLAUSES INCORPORATED BY FULL TEXT

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Aug 2014)

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

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4 Missile Defense Agency Attn: Access Control Center 5700 18th Street, Bldg 245 Fort Belvoir, VA 22060-5573 571-231-8249 571-231-8099 FAX ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency, JPAS SMO Code: DDAAUH Attn: Visitor Control Bldg 5224 Martin Road Redstone Arsenal, AL 35898 256-450-3214 or 256-450-3216 256-450-3222 FAX mdaaccesscontrolhsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency, SMO Code: DDAAUJ Attn: Visitor Control 720 Irwin Drive, Bldg 720 Room 125 Schriever AFB, CO 80912 719-721-0362 or 719-721-8230 719-721-8399 FAX dosscosvar@mda.mil

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

H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are defined as:

Program Manager
Deputy Program Manager
Next Generation Interceptor (NGI) Chief Engineer
Contracts Director
Subsystem Chief Engineers
Cybersecurity Lead
Lead System Security Engineer
Principal/Lead DevSecOps Engineer
Principal/Lead Model-Based Systems Engineering (MBSE) Engineer
Space Subject Matter Experts (SMEs)
Survivability Experts
All Up Round (AUR) Integration Lead
Functional and Integrated Product Team Lead

- b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.
- c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-20 SENSITIVE INFORMATION TECHNOLOGY WORK (JUL 2011)

- a. DoD 5200.2-R, DoD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:
 - IT-I designated positions require a Single Scope Background Investigation (SSBI).
 - IT-II designated positions require a National Agency Check with Law and Credit (NACLC).
 - IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.
- b. The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.
- c. For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Missile Defense Agency, Security and Emergency Management; ATTN: Personnel Security, 5700 18th Street, Bldg 245, Fort Belvoir, VA 22060-5573.
- d. MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if

such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

CLAUSES INCORPORATED BY FULL TEXT

H-27 FOREIGN PERSONS (Jun 2010)

- 1. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:
- a. a citizen or national of the United States; or
- b. a lawful permanent resident; or
- c. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

2. Prior to contract award, the contractor shall identify any lawful U.S. permanent residents and foreign nationals expected to be involved on this project as a direct employee, subcontractor or consultant. For these individuals, in addition to resumes, please specify their country of origin, the type of visa or work permit under which they are performing and an explanation of their anticipated level of involvement on this project. You may be asked to provide additional information during negotiations in order to verify the foreign citizen's eligibility to participate on a contract. Supplemental information provided in response to this clause will be protected in accordance with Privacy Act (5 U.S.C. 552a), if applicable, and the Freedom of Information Act (5 U.S.C. 552(b)(6)). After award of the contract, the Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative with the information above prior to making any personnel changes involving foreign persons. No changes involving foreign persons will be allowed without prior approval from the Contracting Officer. This clause does not remove any liability from the contractor to comply with applicable ITAR and EAR export control obligations and restrictions. This clause shall be included in any subcontract."

CLAUSES INCORPORATED BY FULL TEXT

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

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

- 1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.
- 2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
- 3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
 - 4. Technical Data. As defined in DFARS 252.227-7013.
- b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contactor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.
- c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.
- 1. DISTRIBUTION D Distribution authorized to Department of Defense and U.S. DoD contractors only (reason Export Controlled) (date of determination DATE OF AWARD). Other requests for this document shall be referred to:

Missile Defense Agency, Contracts Directorate ATTN: (Insert PCO listed in clause G-01) Bldg. 5222, Martin Road Redstone Arsenal, AL 35898 Email: See PCO email listed in clause G-01

- 2. WARNING This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25
- 3. DESTRUCTION NOTICE For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.
 - d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

- a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.
- b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

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

CLAUSES INCORPORATED BY FULL TEXT

H-31 TECHNICAL COGNIZANCE (JUN 2011)

a The Ground-based Midcourse Defense Joint Program Office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position Authority Office Symbol

See Clause G-01

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the

Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

- c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.
- d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.
- e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position

Authority

Office Symbol

See Clause G-01

- f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.
- g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

- a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.
- b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.
- c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.
- d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

Company Name

Contract # and Description

ACA Purpose

To be Determined

- e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.
- f. The Contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into this contract.
- g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

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

- a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.
- b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

- c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.
- d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

- a. The contractor and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data -Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.
- b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

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

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

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

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

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

H-41 COST ESTIMATING METHODS (MAR 2015)

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

- a. Planning Estimate The purpose of a planning estimate is to support Government planning. Planning estimates may only be requested by the PCO. A planning estimate shall be provided to the Government in 1 to 2 calendar days or as designated by the PCO. This estimate is very limited in scope, involves minimal pricing ground rules and assumptions from the Government, and is generally comprised of ranges/parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.
- b. Rough Order of Magnitude (ROM) The purpose of a ROM estimate is to support Government budgetary decisions and potential authorization of unpriced actions in the event there is insufficient time for a Not-to-Exceed (NTE) estimate. ROM estimates may only be requested by the PCO. ROM estimates shall be provided to the Government within 5 calendar days or as designated by the PCO. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level SOW, schedule, and equipment lists. The ROM estimate is not generated based on formal Basis of Estimates (BOEs) and by design provides limited supporting rationale. Subcontractor input will be included if schedule allows. Documentation provided shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government.
- c. Not-to-Exceed (NTE) The purpose of an NTE estimate is to support critical Government budgetary decisions, and a binding basis on which to issue unpriced actions. NTEs may only be requested by the PCO. NTE estimates shall be provided to the Government within 10 calendar days or as designated by the PCO. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate shall be based on Basis of Estimate (BOEs) and estimated materials (as required), including supporting rationale. Applicable subcontractor input shall be included as required. Documentation required shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government. The Contractor's NTE must be valid for a minimum of one hundred eighty (180) calendar days.

H-43 IMPACT OF GOVERNMENT TEAM PARTICIPATION/ACCESS (JUN 2012)

The Government/Contractor organizational/interface approach (e.g., Integrated Product Teams, Team Execution Reviews, Technical Interchange Meetings, and/or Working Groups), will require frequent, close interaction and/or surveillance between the Government and Contractor/subcontractor team members during contract performance. For this purpose the Contractor, recognizing its privity of contract with the Government, authorizes the Government to communicate directly with, and where appropriate visit as well as monitor, the Contractor's subcontractors. This access/interface is necessary to support the Government's quality and program management approach which emphasizes systematic surveillance and evaluation techniques used to assess Contractor /subcontractor performance. Government team members may offer advice, information, support, and facilitate rapid Government feedback on team-related products, provide clarification, and review Contractor/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the Contractor. Neither the Contractor nor the subcontractor shall construe such advice, surveillance, reviews and clarifications by Government team members as Government-directed changes to the terms of this contract. The PCO is the only individual authorized to direct or approve any change to the terms of this contract.

H-44 EXERCISE OF OPTIONS (SEP 2012)

The Government may unilaterally exercise one or more of the options under line items CLINs 0601, 0602, 1100, 1101, 1200, 1201, 1202, 1300, 1400, and 1500 at any time during the period of performance, provided the contracting officer sends the contractor a written notice of intent at least 30 days prior to exercise of the option. The contractor shall perform each exercised option in accordance with the terms and conditions established in the contract.

H-45 AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION AND COMPUTER SOFTWARE (Jan 2013)

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

22.22.2		
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal o Improper Activity	rMAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-10	Limitation On Payments To Influence Certain Federal	JUN 2020
32.203-12	Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	t JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
32.203-17	Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber	MAY 2011
	Content Paper	
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier	JUN 2020
	Subcontract Awards	
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information	JUN 2016
	Systems	001,2010
52.204-23	Prohibition on Contracting for Hardware, Software, and	JUL 2018
	Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	
52.204-25	Prohibition on Contracting for Certain Telecommunications	AUG 2020
32.204-23	and Video Surveillance Services or Equipment.	ACG 2020
52.209-6	Protecting the Government's Interest When Subcontracting	JUN 2020
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding	OCT 2018
	Responsibility Matters	
52.209-10	Prohibition on Contracting With Inverted Domestic	NOV 2015
	Corporations	
52.210-1	Market Research	JUN 2020
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and RecordsNegotiation	JUN 2020
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-	-JUN 2020
50.015.10.7D	Modifications	HDI 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018	-JUN 2020
	O0015)	

52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-00015)	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
32.213-16	(PRB) Other than Pensions	JOL 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-19		JUN 2020
32.213-21	Requirements for Certified Cost or Pricing Data and Data	JUN 2020
50.015.00	Other Than Certified Cost or Pricing Data Modifications	H DI 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate	
52.216-11	Cost ContractNo Fee	APR 1984
52.216-12	Cost-Sharing ContractNo Fee	APR 1984
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small	MAR 2020
	Business Concerns (DEVIATION 2020-O0008)	22222
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 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 - Overtime	MAY 2018
	Compensation	
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor	DEC 2010
	Relations Act	
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming	JUN 2016
	Potential Hydrofluorocarbons.	
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer	JUN 2014
	Products - Alternate I	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
02.220 10	While Driving	00112020
52.223-20	Aerosols	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright	JUN 2020
J L . L L I - L	Infringement	3011 2020
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
34.447-3	redetal, State Alla Local Taxes	1 LD 2013

52.230-2	Cost Accounting Standards	JUN 2020
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25 Alt 1 52.232-25		JAN 2017
	Prompt Payment	
52.232-33	Payment by Electronic Funds TransferSystem for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business	DEC 2013
	Subcontractors	
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense	SEP 2016
	Production Act	
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-2 Alt V	ChangesCost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2020
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of LiabilityHigh-Value Items	FEB 1997
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.246-26	Reporting Nonconforming Items.	JUN 2020
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-1	Termination For Convenience Of The Government (Fixed	APR 1984
	Price) (Short Form)	
52.249-2	Termination For Convenience Of The Government (Fixed-	APR 2012
50.040 6	Price)	
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
232.203-7000	Officials	5L1 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense	- DEC 2008
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7002	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019

252.204-7000	Disclosure Of Information	OCT 2016
252.204-7000	Payment For Contract Line or Subline Items Not Seperately	APR 2020
232.204-7002	Priced	AFK 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7004	Limitations on the Use or Disclosure of Third-Party	OCT 2016
232.204-7009	Contractor Reported Cyber Incident Information	OC1 2010
252.204-7012		DEC 2019
232.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
232.204-7013	Support	WIA 1 2010
252.204-7018	Prohibition on the Acquisition of Covered Defense	DEC 2019
232.2017010	Telecommunications Equipment or Services	DEC 2017
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.203-7000	Intent To Furnish Precious Metals As GovernmentFurnished	
232.208-7000	Material	IDEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAY 2019
232.207-7004	The Government of a Country that is a State Sponsor of	WIA1 2017
	Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7002	Program Should-Cost Review	NOV 2019
	Pilot Program to Accelerate Contracting and Pricing	AUG 2020
232.213-7776 (DCV)	Processes (DEVIATION 2020-00020)	ACG 2020
252 215-7999 (Dev)	Pilot Program Regarding Risk-Based Contracting for Smaller	DEC 2017
232.213-7777 (DCV)	Contract Actions (Deviation 2018-00003)	DEC 2017
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health	SEP 2011
232.210 7001	or Safety of Government Personnel.	DEI 2011
252.216-7009	Allowability of Legal Costs Incurred in Connection With a	SEP 2013
202.210 7009	Whistleblower Proceeding	DEI 2010
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	
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 PerformanceAmmunition And	DEC 1991
232.223 7003	Explosives	BLC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program Basic	DEC 2017
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7004	Report of Intended Performance Outside the United States	OCT 2020
232.223 7001	and CanadaSubmission after Award	001 2020
252.225-7007	Prohibition on Acquisition of Certain Items from Communist	DEC 2018
202.220 7007	Chinese Military Companies	2010
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing	DEC 2019
	Specialty Metals	
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
	Restriction on the Acquisition of Certain Magnets, Tantalum,	
(202	and Tungsten (DEVIATION 2020-00006)	
	<u> </u>	

252.225-7978 (Dev)	Restriction on Acquisition of Certain Magnets and Tungsten. (DEVIATION 2019-00006)	JAN 2019
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business	APR 2019
	Concerns	
252.227-7013	Rights in Technical DataNoncommercial Items	FEB 2014
252.227-7013	Rights in Noncommercial Computer Software and	FEB 2014
	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-	MAY 2013
	Furnished Information Marked with Restrictive Legends	
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent RightsOwnership by the Contractor (Large Business)	JUN 2012
252.228-7005	Mishap Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	NOV 2019
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
232.232-7003	Reports	DEC 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting SystemBasic	NOV 2014
252.237-7999 (Dev)	Requirement for Accounting Firms Used to Support	MAR 2019
	Department of Defense Audits (DEVIATION 2019-O0007)	
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7018 (Dev)	Supply Chain Risk (DEVIATION 2018-O0020).	FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
	Property	
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or	JUN 2020
	Reduction	

CLAUSES INCORPORATED BY FULL TEXT

- (a) Invoicing.
- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contractor Shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf and https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.

- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (JUN 2011)

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.
- (c) Withholding of payment.
- (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance

or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

- (2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) Fee payable. (1) The fee payable under this contract can be located in Attachment J-06, Incentive Fee Plan.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
- (4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within no less than 30 days of the end of the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 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 no less than 30 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 days after contract expiration.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including

volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
- (b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.
- (d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
- (e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

- (1) The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code 541715 assigned to contract number HQ085621C0001.
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [N/A] is, [N/A] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: N/A.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [N/A] is, [N/A] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: N/A.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a veteran-owned small business concern.
- (7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [N/A] is, [N/A] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture: N/A.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

The Contractor's signature on the SF26 acknowledges the information cited in this clause is accurate (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 zero* or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification No.

None

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 180 days prior to use and 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- * The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to:

Missile Defense Agency Environmental Management Division (MSR) 5222 Martin Road Redstone Arsenal, AL 35898

(End of clause)

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated January 04, 2020, upon which this contract is based.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

- "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of

disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020) - ALTERNATE I (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Not Applicable

- (e)(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 (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate 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), or (d) 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 either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-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).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Not Applicable

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Missile Defense Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Missile Defense Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract number HQ085621C0001. This may be confirmed by contacting the Defense Contract Management Agency (DCMA) Administrative Contracting Officer."

(End of clause)

52.248-1 VALUE ENGINEERING (JUN 2020)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

- "Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.
- "Value engineering change proposal (VECP)" means a proposal that--
- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
- (i) In deliverable end item quantities only;
- (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the

decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

	(Figures in percent)				
Contract Type			Program Requirement (Mandatory)		
	Instant Contract Rate	Concurrent and Future Contract Rate		Concurrent and Future Contrac Rate	
Fixed-price (includes fixed- price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25	
Incentive (fixed- price or cost) (other than award fee)	(2)	(1) 50	(2)	25	
Cost- reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15	

- * The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- * Same sharing arrangement as the contract's profit or fee adjustment formula.
- * The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
- (g) Calculating net acquisition savings.
- (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum

payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract:
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts--add to contract price.
- (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract HQ085621C0001 shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (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 Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

 Contract line, subline, or exhibit line item No. Item description

 NOT APPLICABLE

 (ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

 Contract line, subline, or exhibit line item No. Item description

 Ocontract line, subline, or exhibit line item No. Item description

 Contract line, subline, or exhibit line item No. Item description
- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables.
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program.
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or
- (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

- (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.
- (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
- (5) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique
- identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and

- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**

- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
- (2) Embedded items shall be reported by one of the following methods--
- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
- (iii) Via WAWF as a deliverable attachment, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

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:

NOMENCLATURE	NATIONAL STOCK	SENSITIVITY	
	NUMBER	CATEGORY	

To be Determined

(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)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) (SEPT 2015)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

- (b) System criteria. In the performance of this contract, the Contractor shall use—
- (1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and
- (2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.
- (c) If this contract has a value of \$100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.
- (d) If this contract has a value of less than \$100 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will

allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

- (e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after—
- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

- (g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.
- (h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (i) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.
- (4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.
- (k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:
- (1) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause: (b)(4)
- (2) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause: All Cost-type subcontracts valued greater than \$20 million.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES	
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	28 Jan 21	403	
Exhibit B	Delivery of Contractor Acquired Property	Award	Excel	
Attachment J-01	NGI Statement of Work	Award	104	
Attachment J-02	DD Form 254	17 Feb 21	10	
Attachment J-03	DD Form 254 - SAP Supplement	17 Feb 21	10	
Attachment J-04	DD Form 254 - SCI Supplement	17 Feb 21	04	
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18	
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14	
Attachment J-07	WBS Dictionary	TBD	Excel	
Attachment J-08	Work Breakdown Structure (WBS)	TBD	Excel	
Attachment J-09	Sole Source Pricing Instructions	Award	14	
Attachment J-10	Sole Source Pricing - Format A Template	Award	Excel	
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	Award	Excel	
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	TBD	Excel	
Attachment J-13	NGI Spend Plan	04 Jan 21	04	
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01	
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41	
Attachment J-16	Limitation of Funds Spreadsheet	Award	Excel	
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel	
(b)(4)				
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18	
Attachment J-20	Data Rights (CLASSIFIED)	04 Jan 21	TBD	

	TATION/MODII	FICATION OF CONTRACT	1. CONTRACT II	CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06/17/2021	4. REQUISITION/PURCHASE REQ. NO. HQ0147180751		5. PROJECT	NO.(Ifapplicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	HQ0856	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	COD	E S0107	7A
8. NAME AND ADDRESS OF CONTRACT OF LOCKHEED MARTIN CORPORATION ADFORD DR NW JILLE AL 35805-1949	R (No., Street, County,		9B. DATED (SE X 10A. MOD. OF 0 HQ085621C000 10B. DATED (S	E ITEM 11 CONTRAC	T/ORDER NO.
CODE 5D177	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIC	X 25-Mar-2021		
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the second of the s	copies of the amendment reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to che solicitation and this amen	ent; (b) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR AG PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	t on each copy of the offer CKNOWLEDGMENT TO MAY RESULT IN made by telegramor lette	O BE	
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10 A (B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOL	DIFIES THE CONTRA SUANT TO: (Specify a A. ORDER IS MODIFIED RTH IN ITEM 14, PUR		M 14. N ITEM 14 ARE MA E CHANGES (such as		
C. THIS SUPPLEMENT AL AGREEMENT					
D. OTHER (Specify type of modification ar	d authority)				
		gn this document and return1	copies to the issuing	office.	
D. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) See Block 14 Continuation.	is required to si	d by UCF section headings, including solicit	ation/contract subject	ct matter	
D. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) See Block 14 Continuation. Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type)	is required to si	d by UCF section headings, including solicit	ation/contract subject	ct matter	or print)
D. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) See Block 14 Continuation. Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type b)(6)	is required to si	19A or 10A, as heretofore changed, remains unchanged (b) (6) TEL:	ed and in full force and e	effect.	
D. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) See Block 14 Continuation. Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type)	is required to si	19A or 10A, as heretofore changed, remains unchanged (b) (6) TEL:	ed and in full force and e	effect.	or print) C. DATE SIGNED

		FICATION OF CONTRACT		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT	NO.(Ifapplicable)
P00001	17-Jun-2021	HQ0147180751		
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA)	HQ0856	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100	CODE S010)7A
BLDG, 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		MADISON AL 35758-2040	SCD: A	
8. NAME AND ADDRESS OF CONTRACT OR LOCKHEED MARTIN CORPORATION	(No., Street, County,	State and Zip Code)	9A. AMENDMENT OF SO	DLICITATION NO
ADFORD DR NW /ILLE AL 35805-1949			9B. DATED (SEE ITEM 1	
		X	10A. MOD. OF CONTRAC HQ085621C0001	
CODE 5D177	FACILITY CO		10B. DATED (SEE ITEM 25-Mar-2021	. 13)
	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLICITA	ATIONS	
	e solicitation and this amen	nange an offer already submitted, such change may be mandment, and is received prior to the opening hour and de		
13. THISIT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT S/OF	PDERS	
	SUANT TO: (Specify	authority) THE CHANGES SET FORTH IN I	14.	HE
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A (B. THE ABOVE NUMBERED CONTRACT)	OUANT TO: (Specify) ORDER IS MODIFIED TH IN ITEM 14, PUB IS ENTERED INTO P	CT/ORDER NO. AS DESCRIBED IN ITEM authority) THE CHANGES SET FORTH IN I	14. ITEM 14 ARE MADE IN T	0.00
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENT AL AGREEMENT I D. OTHER (Specify type of modification and	ORDER IS MODIFIED TH IN ITEM 14, PUBLIS ENTERED INTO PER dauthority) X	authority) THE CHANGES SET FORTH IN I D TO REFLECT THE ADMINISTRATIVE OR SUANT TO THE AUTHORITY OF FAR 43 URSUANT TO AUTHORITY OF: gn this document and return1 cop	TEM 14 ARE MADE IN TO THE CHANGES (such as changes is 3.103(B).	
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT ID. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODIFICATION of See Block 14 Continuation.	ORDER IS MODIFIED TH IN ITEM 14, PUR SENTERED INTO P d authority) X is required to si FICATION (Organized 2110	authority) THE CHANGES SET FORTH IN I D TO REFLECT THE ADMINISTRATIVE OR SUANT TO THE AUTHORITY OF FAR 43 URSUANT TO AUTHORITY OF: gn this document and return	TEM 14 ARE MADE IN TO THANGES (such as changes is 3.103(B).	
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT ID. OTHER (Specify type of modification and E. IMPORTANT: Contractor is not, 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Specification Control Number: hrstark21). See Block 14 Continuation.	ORDER IS MODIFIED TH IN ITEM 14, PUB IS ENTERED INTO PER IS required to significant to the second of	authority) THE CHANGES SET FORTH IN I D TO REFLECT THE ADMINISTRATIVE OR SUANT TO THE AUTHORITY OF FAR 43 URSUANT TO AUTHORITY OF: gn this document and return	TEM 14 ARE MADE IN TO THANGES (such as changes is 3.103(B). The price of the issuing office. The price of the issuing office. The price of the issuing office. The price of the issuing office.	in paying
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and is not, E. IMPORTANT: Contractor is not, 14. DESCRIPTION OF AMENDMENT/MODII where feasible.) Modification Control Number: hrstark21.	ORDER IS MODIFIED TH IN ITEM 14, PUB IS ENTERED INTO PER IS required to significant to the second of	authority) THE CHANGES SET FORTH IN I D TO REFLECT THE ADMINISTRATIVE OR SUANT TO THE AUTHORITY OF FAR 43 URSUANT TO AUTHORITY OF: gn this document and return	TEM 14 ARE MADE IN TO THANGES (such as changes is 3.103(B). The price of the issuing office. The price of the issuing office. The price of the issuing office. The price of the issuing office.	in paying

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOCK 14 CONTINUATION

The purpose of this modification is to:

- Add the DCMA Contract Administration Office
- 2. Update Contractor Organization Information
- 3. Update clause MDA F-02, Milestone Events, Knowledge Point #2
- 4. Update the Period of Performance end date of CLINS 0100, 0200, 0300, 0400, and 0500 to (b)(4)

 5. Update the Period of Performance start date of CLINS 1100, 1101, 1200, 1300, 1400, and 1500 to (b)
- 6. Update the Period of Performance end date of CLINs 1100, 1200, 9000 and 9001 to (b)(4)
- 7. Update the Ship-to POC on all CLINs from Steven McDonald to Michael Clifton
- 8. Update Clause MDA G-01, Contract Administration, to incorporate COR and COTR information
- 9. Remove clause MDA H-27, Foreign Persons, and replace with clause MDA H-42, Foreign Persons
- 10. Update clause MDA H-11, MDA Visit Authorization Procedures
- 11. Update clause MDA H-28, Distribution Control of Technical Information
- 12. Update clause MDA H-31, Technical Cognizance
- 13. Add Clause 252.219-7004, Small Business Subcontracting Plan (Test Program)
- 14. Update Clause 52.227-23, Rights to Proposal Data
- 15. Update Section J, List of Exhibits & Attachments:
 - a. Exhibit A, CDRLs
 - b. Attachment J-01, Statement of Work: Administrative changes
 - c. Attachment J-02, DD Form 254: Consolidated Attachments J-02, J-03, and J-04 into a single attachment
 - d. Attachment J-03, DD Form 254 SAP Supplement: Marked as "Reserved"
 - e. Attachment J-04, DD Form 254 SCI Supplement: Marked as "Reserved"
 - f Attachment I-16 Limitation of Funds Spreadsheet: Administrative changes (b)(4)
 - h. Attachment J-20, Data Rights: Incorporate as unclassified
 - i. Incorporate Attachment J-21, NGI Black COMSEC Listing
 - j. Update various Section J Attachment version dates omitted at Award

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'administered by' organization has changed from MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898 to DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040

The contractor organization has changed from LOCKHEED MARTIN CORPORATION

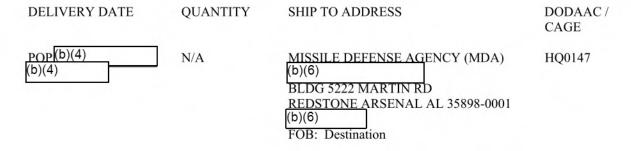


SECTION F - DELIVERIES OR PERFORMANCE

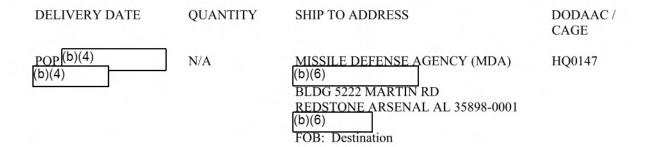
The following Delivery Schedule item for CLIN 0100 has been changed from:

	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
To:				
	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0200 has been changed from:



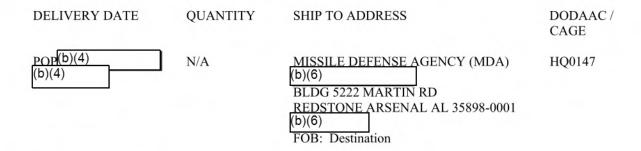
To:



The following Delivery Schedule item for CLIN 0300 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:



The following Delivery Schedule item for CLIN 0400 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) TO (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

HQ085621C0001 P00001 Page 5 of 18

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC / CAGE

POP(b)(4)

N/A

MISSILE DEFENSE AGENCY (MDA)
(b)(6)

BLDG 5222 MARTIN RD

REDSTONE ARSENAL AL 35898-0001
(b)(6)

FOB: Destination

The following Delivery Schedule item for CLIN 0500 has been changed from:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

POP(b)(4)
N/A
MISSILE DEFENSE AGENCY (MDA)
(b)(6)
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001
(b)(6)
FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC / CAGE

POP(b)(4)

N/A

MISSILE DEFENSE AGENCY (MDA)

(b)(6)

BLDG 5222 MARTIN RD

REDSTONE ARSENAL AL 35898-0001

(b)(6)

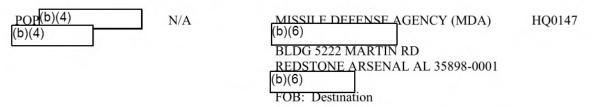
FOB: Destination

The following Delivery Schedule item for CLIN 0601 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE



The following Delivery Schedule item for CLIN 0602 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

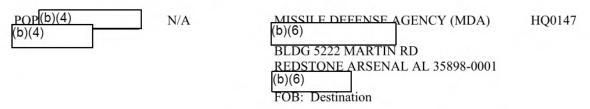
To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 1100 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE



The following Delivery Schedule item for CLIN 1101 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 1200 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

MISSILE DEFENSE AGENCY (MDA) HQ0147
(b)(4)

BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001
(b)(6)

FOB: Destination

The following Delivery Schedule item for CLIN 1201 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b)(4)	8	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b)(4)	8	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 1202 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b)(4)	2	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

(b)(4)

2

MISSILE DEFENSE AGENCY (MDA)
(b)(6)

BLDG 5222 MARTIN RD

REDSTONE ARSENAL AL 35898-0001
(b)(6)

FOB: Destination

The following Delivery Schedule item for CLIN 1300 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

DODAAC / CAGE

POP (b)(4)

N/A

MISSILE DEFENSE AGENCY (MDA)

(b)(6)

BLDG 5222 MARTIN RD

REDSTONE ARSENAL AL 35898-0001

(b)(6)

FOB: Destination

To:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

POP(b)(4)
(b)(4)

N/A
MISSILE DEFENSE AGENCY (MDA)
(b)(6)
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001
(b)(6)
FOB: Destination

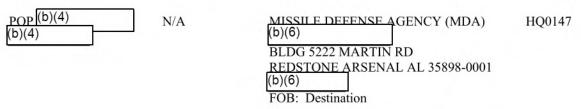
The following Delivery Schedule item for CLIN 1400 has been changed from:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

POP(b)(4)
N/A
MISSILE DEFENSE AGENCY (MDA)
(b)(6)
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001
(b)(6)
FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE



The following Delivery Schedule item for CLIN 1500 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 9000 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP (b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC /
			CAGE

HQ085621C0001 P00001 Page 11 of 18

POP(b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA)	HQ0147
(b)(4)		(b)(6) BLDG 5222 MARTIN RD	
		REDSTONE ARSENAL AL 35898-0001	
		FOB: Destination	

The following Delivery Schedule item for CLIN 9001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b)(4)	20	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
(b)(4)	20	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

The following have been modified:

F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

Milestone Events	Months After Contract Award	
BASE Knowledge Point #1 Knowledge Point #2 Knowledge Point #3	(b)(4)	
OPTION 1 Knowledge Point #4 Knowledge Point #5 Knowledge Point #6	(b)(4)	

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)	1 1 146.602
Organizational Cod	le: MDA/GMX-K
Telephone Number	(b)(6)
E-Mail Address: (b)(6)

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

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

The COR under this contract is:

Name:		
Organiz	zational Code: N	IDA/GMX-K
Telepho	one Number:(b)(6)
E-Mail	Address: (b)(6)	

The COTRs under this contract are:

Name	(b)(6)		
Organ	izational Code	· MDA/GMX-	T
Teleph	none Number:	(b)(6)	

E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-Q
Telephone Number (b)(6)
E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

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

Name:	(b)(6)		
Organi	zational Code:	: MDA/GMX-	K
Teleph	one Num <u>ber:</u> (b)(6)	
E-Mail	Address (b)(6	3)	

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

H-42 FOREIGN PERSONS (May 2012)

a. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:

- 1. a citizen or national of the United States; or
- 2. a lawful permanent resident; or
- 3. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

b. All employees of all entities that make up the contractor's team, whether subcontractors, consultants, or anyone who works with or on behalf of the contractor will be citizens of the U.S.

The following have been modified:

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Aug 2014)

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

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4 Missile Defense Agency Attn: Access Control Center 5700 18th Street, Bldg 245 Fort Belvoir, VA 22060-5573 571-231-8249 571-231-8099 FAX ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency, JPAS SMO Code: DDAAUH Attn: Visitor Control Bldg 5224 Martin Road Redstone Arsenal, AL 35898 256-450-3214 or 256-450-3216 256-450-3222 FAX mdaaccesscontrolhsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency, SMO Code: DDAAUJ Attn: Visitor Control 720 Irwin Drive, Bldg 720 Room 125 Schriever AFB, CO 80912 719-721-0362 or 719-721-8230 719-721-8399 FAX dosscosvar@mda.mil

b. Any authorized Government civilian may approve visit requests for the Contracting Officer.

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

- a. The following terms applicable to this clause are defined as follows:
- 1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.
- 2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
- 3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
 - 4. Technical Data. As defined in DFARS 252,227-7013.
- b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contactor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.
- c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.
- 1. DISTRIBUTION STATEMENT F: Further dissemination only as directed by Missile Defense Agency, MDA/GMX Next Generation Interceptor Project Office (date of determination: 23 Feb 2021) or higher DoD authority.
- 2. WARNING This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

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

H-31 TECHNICAL COGNIZANCE (JUN 2011)

a. The Ground-based Midcourse Defense Joint Program Office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position Authority

Office Symbol

See Clause G-01

- b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.
- c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.
- d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.
- e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract as designated by the PCO. These functions shall include, but are not limited to, reviewing and understanding the terms and conditions of the contract, establishing and maintaining a COR file in accordance with PGI 201.602-2(3)(vi), and providing reports on contract performance to the PCO. The COR may serve as a liaison in other administrative matters on an as needed basis when requested by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position

Authority

Office Symbol

See Clause G-01

- f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.
- g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

The following have been deleted:

MDA H-27 FOREIGN PERSONS

JUN 2010

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.219-7004 Small Business Subcontracting Plan (Test Program)

MAY 2019

The following have been modified:

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated January 04, 2021, upon which this contract is based.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified: $\underline{SECTION\ J}$

LIST OF ATTACHMENTS

DOCUMENT TYPE DESCRIPTION		DATE	PAGES
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	16 Jun 21	403
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
Attachment J-01	NGI Statement of Work (SOW)	01 Jun 21	104
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	Reserved		
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
Attachment J-16	Limitation of Funds Spreadsheet	01 Jun 21	Excel
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel
(b)(4)			
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel

(End of Summary of Changes)

AMENDMENT OF SOLIC	TATION/MODI	FICATION OF CONTRAC	Т	1. CONTRAC	T ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 13-Jul-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO.(Ifapplicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	HQ0856	7. ADMINISTERED BY (If other than item 6 DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040)		SCD: A	7A
8. NAME AND ADDRESS OF CONTRACTO LOCKHEED MARTIN CORPORATION ADFORD DR NW ILLE AL 35805-1949	R (No., Street, County,	State and Zip Code)	y 1	0B. DATED (0A. MOD. O HQ085621C0	SEE ITEM 1	T/ORDER NO.
CODE 5D177	FACILITY CO	DE	X 2	25-Mar-2021		
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOI	LICITA	ATIONS		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to 12. ACCOUNTING AND APPROPRIATION	a reference to the solicitation THE RECEIPTOF OFFERS s amendment you desire to ch the solicitation and this amer	n and amendment numbers. FAILURE OF YOUR SPRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACKNO D MAY be made	OWLEDGMEN RESULTIN by telegramor	Т ТО ВЕ	
See Schedule		<u> </u>				
		TO MODIFICATIONS OF CONTRAC ACT/ORDER NO. AS DESCRIBED IN I				
A. THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10.		authority) THE CHANGES SET FORTE	I IN IT	EM 14 ARE	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACTOR Office, appropriation date, etc.) SET FOC. THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA			h as changes i	n paying
X D. OTHER (Specify type of modification a H-44 Exercise of Options (SEP 2012)	nd authority)					
E. IMPORTANT: Contractor is not,	X is required to si	ign this document and return1	copi	es to the issui	ng office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: 1) Ex Update Attachment J-16, Limitation of Func Persons, and 6) Update Exhibit A Contract	ercise Option CLIN 060 ls, 4) Remove MDA Cla	01, 2) Obligate incremental funding to Cluse H-42, Foreign Persons, 5) Incorpo	LINs 02	200, 0400, ar	nd 0601, 3)	
Except as provided herein, all terms and conditions ofth						
(b)(6)	or print)	16A. NAME AND TITLE OF CO (b)(6)	JN I K	ACT ING OFF	TCEK (I Vpe	or print)
	15C DATE CON	TEL:	DIG.		1.0	C DATE SIGNED
(b)(6)	15C. DATE SIGNE 7/13/21	16B. (b)(6)				C. DATE SIGNED
(Signature of person authorized to sign)						

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	ODE P.	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 13-Jul-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	PURCHASE REQ. NO. 5. PROJECT NO.(Ifapplicable)			
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	HQ0856	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE SCD:	S0107A A		
8. NAME AND ADDRESS OF CONTRACTOR LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949	(No., Street, County,	State and Zip Code) X	9A. AMENDMENT 9B. DATED (SEE IT) 10A. MOD. OF CON HQ085621C0001 10B. DATED (SEE	TEM 11)		
CODE 5D177	FACILITY CO	DE X	25-Mar-2021			
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a	th in Item 14. The hour and or to the hour and date spe copies of the amendme reference to the solicitation HE RECEIPT OF OFFERS mendment you desire to ch	APPLIES TO AMENDMENTS OF SOLICI Id date specified for receipt of Offer crified in the solicitation or as amended by one of the feet; (b) By acknowledging receipt of this amendment of a and amendment numbers. FAILURE OF YOUR ACK SPRIOR TO THE HOUR AND DATE SPECIFIED M ange an offer already submitted, such change may be midment, and is received prior to the opening hour and of	is extended, is billowing methods: on each copy of the offer sub CNOWLEDGMENT TO BIAY RESULT IN to the by telegram or letter,			
 ACCOUNTING AND APPROPRIATION D See Schedule 	ATA (If required)					
		TO MODIFICATIONS OF CONTRACTS/OACT/ORDER NO. AS DESCRIBED IN ITEM		3-		
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.				E IN THE		
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I	TH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FAR 4		nanges in pay	ying	
X D. OTHER (Specify type of modification and H-44 Exercise of Options (SEP 2012)	l authority)					
E. IMPORTANT: Contractor is not,	x is required to si	gn this document and return 1 co	pies to the issuing off	fice.		
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: 1) Exer Update Attachment J-16, Limitation of Funds, Persons, and 6) Update Exhibit A Contract D Except as provided herein, all terms and conditions of the Contract D 15A. NAME AND TITLE OF SIGNER (Type o	CICATION (Organized Cise Option CLIN 060 4) Remove MDA Cla ata Requirements List	d by UCF section headings, including solicitated by UCF section heading solicitated by	tion/contract subject n 0200, 0400, and 060 MDA Clause H-27, Fo	matter 01, 3) oreign	rint)	
137. PANE AND THEE OF SIGNER (Type 0	· Print)	(b)(6)		pe or pr		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. UNITED STATES OF AMERIC (b)(6)	A		ATE SIGNED	
(Signature of person authorized to sign)	-	(Signature of Contracting Office	er)	— 13-Ju	ıl-2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTIO	N A - SOLICITATION/	CONTRACT FORM			
(b)(4)	The total cost of this co	ntract was increased by (b)	(4)	from(b)(4)	to
SECTIO	N B - SUPPLIES OR SE	RVICES AND PRICES			
SUE		nas changed from Funding of scription has changed from:		0 to Incremental Fur	nding.
FY21 NO	GI Funding CLIN 0100				
To:					
SUE		nas changed from Funding (scription has changed from:		0 to Incremental Fur	nding.
FY20 NO	GI Funding CLIN 0100				
To:					
SUE		nas changed from Funding of scription has changed from		0 to Incremental Fur	nding.
FY21 NO	GI Funding CLIN 0200				
То:					

St	JBCLIN 030001 The CLIN description has changed from Funding CLIN 0300 to Incremental Funding The CLIN extended description has changed from:
FY21 N	NGI Funding CLIN 0300
To:	

SUBCLIN 040001

The CLIN description has changed from Funding CLIN 0400 to Incremental Funding. The CLIN extended description has changed from:

FY21 NGI Funding CLIN 0400

To:

SUBCLIN 050001

The CLIN description has changed from Funding CLIN 0500 to Incremental Funding. The CLIN extended description has changed from:

FY21 NGI Funding CLIN 0500

To:

CLIN 0601

The option status has changed from Option to Option Exercised.

SUBCLIN 060101 is added as follows:

ITEM NO 060101 SUPPLIES/SERVICES

AMOUNT

Incremental Funding

ACRN AC

(b)(4)

PURCHASE REQUEST NUMBER: HQ0147180751-0003

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 060101:

INSPECT AT INSPECT BY ACCEPT AT

A N

ACCEPT BY

N/A N/A N/A

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0601 has been changed from:

DELIVERY DATE
QUANTITY
SHIP TO ADDRESS
DODAAC / CAGE

POP(b)(4)
TO
N/A
MISSILE DEFENSE AGENCY (MDA)
(b)(6)
BLDG 5222 MARTIN RD
REDSTONE ARSENAL AL 35898-0001
(b)(6)

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS DODAAC / CAGE POP(b)(4)TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0147 (b)(4)(b)(6)BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6)FOB: Destination

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by $(b)(4)$ from $(b)(4)$ $(b)(4)$
SUBCLIN 020001:
AA: 044411 097 0400 000 N 20212022 D 2500 Y3 SD80P_FY21 GM-NGIX-FY2122 71GN 255 (CIN HQ01471807510002) was increased by (b)(4) from (b)(4) to (b)(4)
SUBCLIN 040001:
AC: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21 GM-CNGX1-FY2122 T1GM 310 (CIN HQ01471807510004) was increased by (b)(4) from (b)(4)
SUBCLIN 060101: Funding on SUBCLIN 060101 is initiated as follows:
ACRN: AC
CIN: HQ01471807510007
Acctng Data: 044411 097
Increase: (b)(4)
Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

H-27 FOREIGN PERSONS (Jun 2010)

- 1. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:
- a. a citizen or national of the United States; or
- b. a lawful permanent resident; or
- c. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the

application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

2. Prior to contract award, the contractor shall identify any lawful U.S. permanent residents and foreign nationals expected to be involved on this project as a direct employee, subcontractor or consultant. For these individuals, in addition to resumes, please specify their country of origin, the type of visa or work permit under which they are performing and an explanation of their anticipated level of involvement on this project. You may be asked to provide additional information during negotiations in order to verify the foreign citizen's eligibility to participate on a contract. Supplemental information provided in response to this clause will be protected in accordance with Privacy Act (5 U.S.C. 552a), if applicable, and the Freedom of Information Act (5 U.S.C. 552(b)(6)). After award of the contract, the Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative with the information above prior to making any personnel changes involving foreign persons. No changes involving foreign persons will be allowed without prior approval from the Contracting Officer. This clause does not remove any liability from the contractor to comply with applicable ITAR and EAR export control obligations and restrictions. This clause shall be included in any subcontract."

The following have been deleted:

MDA H-42 FOREIGN PERSONS

MAY 2012

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
*Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	12 Jul 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
(b)(4)			
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
(b)(4)			
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
(b)(4)			
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
*Attachment J-16	Limitation of Funds Spreadsheet	01 Jun 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel

(b)(4)			
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Exce

^{*}Denotes Change

(End of Summary of Changes)

2 AMENIDMENT/MODIFICATIONING		2 DEED COUNT DATE	4 DECHICITION/BUILD CHACE BEG NO			5 ppome	TNO (Ifamplicable)
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJEC	TNO.(Ifapplicable)
6. ISSUED BY	CODE	HQ0856	7. ADMINISTERED BY (Ifother than item6) DCMA HUNTSVILLE)	CO	DE S010	07A
MISSILE DEFENSE AGENCY (MDA) BLDG, 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898			1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		S	SCD: A	
8. NAME AND ADDRESS OF CON LOCKHEED MARTIN CORPORATION	TRACTOR	(No., Street, County,	State and Zip Code)	94	A. AMENDM	IENT OF SC	OLICITATION N
ADFORD DR NW /ILLE AL 35805-1949					B. DATED (S		
				-)A. MOD. OF Q085621C00)B. DATED		CT/ORDER NO.
CODE 5D177		FACILITY CO	DE		5-Mar-2021	(SEE IT EII	. 13)
	11		APPLIES TO AMENDMENTS OF SOLI	ICITAT	IONS		
The above numbered solicitation is am	ended as set for	th in Item 14. The hour and	d date specified for receipt of Offer	ise	extended,	is not ext	ended.
(a) By completing Items 8 and 15, and or (c) By separate letter or telegramwh RECEIVED AT THE PLACE DESIG! REJECTION OF YOUR OFFER. Ifby	returning hich includes as NATED FOR T virtue of this a reference to the	copies of the amendme reference to the solicitation HE RECEIPTOF OFFERS mendment you desire to ch solicitation and this amen	reified in the solicitation or as amended by one of ent; (b) By acknowledging receipt of this amendn and amendment numbers. FAILURE OF YOUR SPRIOR TO THE HOUR AND DATE SPECIFIE lange an offer already submitted, such change may adment, and is received prior to the opening hour	ACKNO ACKNO ED MAY I be made b	ch copy of the of WLEDGMENT RESULT IN by telegramor le	то ве	
	KIATION D	ATA (II required)					
See Schedule							
	IT MOD	IFIES THE CONTRA	TO MODIFICATIONS OF CONTRACT	EM 14.		MADE IN T	THE
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED COnffice, appropriation date, etc.	IT MOD SUED PURS ITEM 10A. ONTRACT/ c.) SET FOR	UANT TO: (Specify of Specify of S		EM 14. H IN ITH	EM 14 ARE N		
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONFICE, appropriation date, etc. C. THIS SUPPLEMENTAL AGE X. D. OTHER (Specify type of model)	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I	UANT TO: (Specify of Specify of S	CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA	EM 14. H IN ITH	EM 14 ARE N		
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED Conflice, appropriation date, etc. C. THIS SUPPLEMENTAL AGE X D. OTHER (Specify type of mode FAR 52.232-22 Limitation of Fur	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I	ORDER IS MODIFIED THE IS MODIFIED THE INTO PURE IS MODIFIED INTO PURE IS MODIFIED INTO PURE IS ENTERED INTO PURE I	CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA	EM 14. HIN ITE	EM 14 ARE N	as changes	
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONTROL OF AN ACTUAL OFFICE AND ACTUAL OFFICE AN	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I lification and ds is not, ENT/MODIF (b)(6) s: s: 52.215-16 uses and Di Liquidated I DOD Contract Attachment	DRDER IS MODIFIED THE IN ITEM 14, PURSENTERED INTO PURSENTE PURSENTERED INTO PURSENTE PURSENTERED INTO PURSENTE PURSENTERED INTO PURSENTE PURSENT	ACT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH THE ADMINISTRATION OF FAUTHORITY OF FAUTHORITY OF:	CEM 14. H IN ITH IVE CH/AR 43.10 copies icitation. 2.219-9 inds; an	ANGES (such 03(B). s to the issuin /contract subj	as changes ag office. ject matter I Business 003, Small	
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONTROL OF STREET OF STREET ORDER NO. IN B. THE ABOVE NUMBERED CONTROL OF STREET OR	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I diffication and is not, ENT/MODIF (b)(6) is: s: 52.215-16 uses and Di Liquidated I DOD Contract Attachment	DRDER IS MODIFIED THE IN ITEM 14, PUB SENTERED INTO PUB I authority) X is required to significant of the image of the ima	authority) THE CHANGES SET FORTH authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including soli est of Money and 52.216-8, Fixed Fee 1-12, Cost-Sharing Contract - No Fee; 5 1-12, Cost-Sharing Contract - No Fee; 5 1-14, Cost-Sharing Contract - No Fee; 5 1-15, Cost-Sharing Contract - No Fee; 5 1-16, Cost-Sharing Contract - No Fee; 5 1-17, SOW; J-16, Limitation of Funds; a 1-18, NAME AND TITLE OF CO	COPIES icitation.	ANGES (such 03(B). s to the issuin /contract subj	as changes ag office. ject matter I Business 003, Small	in paying
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONTROL OF AN ACTUAL OFFICE AND ACTUAL OFFICE AN	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I diffication and is not, ENT/MODIF (b)(6) is: s: 52.215-16 uses and Di Liquidated I DOD Contract Attachment	DRDER IS MODIFIED THE IN ITEM 14, PUB SENTERED INTO PUB I authority) X is required to significant of the image of the ima	authority) THE CHANGES SET FORTH authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATIRSUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: Ign this document and return I d by UCF section headings, including solid by UCF section hea	COPIES icitation.	ANGES (such 03(B). s to the issuin /contract subj	as changes ag office. ject matter I Business 003, Small	in paying
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONTRICE, appropriation date, etc. C. THIS SUPPLEMENTAL AGE X D. OTHER (Specify type of mode FAR 52.232-22 Limitation of Fur E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDMIN where feasible.) Modification Control Number: The purpose of this modification in 1) Obligate funding on CLIN 0200 2) Add the following FAR Clause: 3) Remove the following FAR Clause: 3) Remove the following FAR Clause: 3) Remove the following FAR Clause: 4) Update the following Section J. Except as provided herein, all terms and contracting Parity in the p	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I diffication and is not, ENT/MODIF (b)(6) is: s: 52.215-16 uses and Di Liquidated I DOD Contract Attachment	DRDER IS MODIFIED THE IN ITEM 14, PUB SENTERED INTO PUB I authority) I authority) I is required to signification (Organized Control of Contro	authority) THE CHANGES SET FORTH authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATIRSUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including solid set of Money and 52.216-8, Fixed Fee 12, Cost-Sharing Contract - No Fee; 5 cting Plan; 52.232-18, Availability of Fu J-01, SOW; J-16, Limitation of Funds; a 16A. NAME AND TITLE OF CO (b)(6) TEL: 16B. UNITED STATES OF AME	COPIES icitation.	ANGES (such 03(B). s to the issuin /contract subj	as changes ag office. ject matter Business 003, Small	in paying
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CONTRICE, appropriation date, etc. C. THIS SUPPLEMENTAL AGE X D. OTHER (Specify type of mode FAR 52.232-22 Limitation of Fur E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDMIN where feasible.) Modification Control Number: The purpose of this modification in 1) Obligate funding on CLIN 0200 2) Add the following FAR Clause: 3) Remove the following FAR Clause: 3) Remove the following FAR Clause: 3) Remove the following FAR Clause: 4) Update the following Section J. Except as provided herein, all terms and contracting Parity is provided herein.	IT MOD SUED PURS ITEM 10A. ONTRACT/ C.) SET FOR REEMENT I diffication and is not, ENT/MODIF (b)(6) is: s: 52.215-16 uses and Di Liquidated I DOD Contract Attachment	DRDER IS MODIFIED THE IN ITEM 14, PUB SENTERED INTO PUB I authority) X is required to significant of the image of the ima	authority) THE CHANGES SET FORTH authority) THE CHANGES SET FORTH D TO REFLECT THE ADMINISTRATIRSUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including solid set of Money and 52.216-8, Fixed Fee 1-12, Cost-Sharing Contract - No Fee; 5 cting Plan; 52.232-18, Availability of Fu J-01, SOW; J-16, Limitation of Funds; a 16A. NAME AND TITLE OF CO (b)(6) TELE 16B. UNITED STATES OF AME (b)(6)	COPIES icitation.	ANGES (such 03(B). s to the issuin /contract subj	as changes ag office. ject matter Business 003, Small	in paying

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 020002 is added as follows:

ITEM NO 020002

SUPPLIES/SERVICES

AMOUNT

Incremental Funding

ACRN AD

(b)(4)

PURCHASE REQUEST NUMBER: HQ0147180751-0004

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 020002:

INSPECT AT

N/A

INSPECT BY

N/A

ACCEPT AT

N/A

ACCEPT BY

N/A

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) td(b)(4)

SUBCLIN 020002:

Funding on SUBCLIN 020002 is initiated as follows:

ACRN: AD

CIN: HQ01471807510008

Acctng Data: 044411 097 0400 000 N 20202021 D 2500 Y3_SD80E_FY20 GM-NGIX-FY2021

71GM 255

Increase:(b)(4)

Total: (b)(4)

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.215-16	Facilities Capital Cost of Money	JUN 2003
52.216-8	Fixed Fee	JUN 2011

The following have been deleted:

52.216-12	Cost-Sharing ContractNo Fee	APR 1984
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	JUN 2020
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.232-18	Availability Of Funds	APR 1984
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
*Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	28 Jul 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
*Attachment J-01	NGI Statement of Work (SOW)	23 Jul 21	104
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
*Attachment J-16	Limitation of Funds Spreadsheet	26 Jul 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel

HQ085621C0001
(b)(6)
Page 4 of 4

*Denotes Change

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	' '	CONTRACT	ID CODE	PAGE OF	5
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 8/10/2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		- 6	5. PROJECT 1	NO.(Ifapplic	
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) BLDG, 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	HQ0856	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		cor	DE S0107	Ά	
8. NAME AND ADDRESS OF CONTRACTOR LOCKHEED MARTIN CORPORATION ADFORD DR NW //ILLE AL 35805-1949	(No., Street, County,	State and Zip Code)			ENT OF SOI		ON NO.
TELE AL 33000-1349					CONTRACT		NO.
CODE 5D177	FACILITY CO		X 25-N	Mar-2021	(SEE ITEM 1	13)	
The above numbered solicitation is amended as set fo Offer must acknowledge receipt of this amendment pu (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a	rth in Item 14. The hour and ior to the hour and date spe copies of the amendme	cified in the solicitation or as amended by one oft ent; (b) By acknowledging receipt of this amendme	is extended is extended in the following on each of the following is extended in the following in the following in the following is extended in the following is extended in the following in the following is extended in the following in the following in the following is extended in the following in the following in the following is extended in the following in the following in the following is extended in the following in the fo	ended, [ng methods:		ded.	
RECEIVED AT THE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the second tredefine and the second secon	amendment you desire to ch e solicitation and this amen	ange an offer already submitted, such change may b	e made by	telegram or let	tter,		
		TO MODIFICATIONS OF CONTRACT		RS.			
A. THIS CHANGE ORDER IS ISSUED PUR: CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify	ACT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH		И 14 ARE N	MADE IN TH	IE	
X B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT D. OTHER (Specify type of modification an		URSUANT TO AUTHORITY OF:					
E. IMPORTANT: Contractor is not,		gn this document and return 1		o the issuin	ce		
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) The purpose of this modification is incorporate.	FICATION (Organized	d by UCF section headings, including solic	•				
Except as provided herein, all terms and conditions of the 15A NAME AND TITLE OF SIGNER (Type of 6)		19A or 10A, as heretofore changed, remains unchai				or print)	
15A NAME AND TITLE OF SIGNER (Type of		16A NAME AND TITLE OF CO	NTRACI		CER (Type o	or print)	IGNED

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)	
Organizational C	ode: MDA/GMX-K
Telephone Numb	er: (b)(6)
E-Mail Address	b)(6)

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

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

The COR under this contract is:

Name: (b)(6)	
Organizational C	ode: MDA/GMX-K
Telephone Numb	per (b)(6)
E-Mail Address:	(b)(6)

The COTRs under this contract are:

Name: TBD Organizational Code: MDA/GMX-T Telephone Number: TBD	
E-Mail Address: TBD	
Name: (b)(6)	
Organizational Code: MDA/GMX-E	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
(h)(6)	
Name: (b)(6)	
Organizational Code: MDA/GMX-Q	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
Name: (b)(6)	
Organizational Code: MDA/GMX-E	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
(4)(-)	
Name: (b)(6)	
Organizational Code: MDA/GMX-E	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
c. CONTRACTING OFFICIAL FOR eSRS	
EAR 52 210 0 Co. II Project Colorest time Plant in the confidence of the	- F1
FAR 52.219-9, Small Business Subcontracting Plan requires the use of the	
Reporting System (eSRS) for subcontract reporting. The contracting official for e	eSRS under this contract is:
V (P)(C)	
Name: (b)(6)	
Organizational Code: MDA/GMX-K	
Telephone Number: (b)(6)	
E-Mail Address: (b)(6)	
For detailed information regarding eSRS visit http://www.acq.osd.mil/dpap/pdi/eb	a/index html
Tot detailed information regarding coxes visit http://www.acq.osd.inii/dpap/pdi/ec	o macx.num.
GECTION II. GRECIAL CONTRACT REQUIREMENTS	
SECTION H - SPECIAL CONTRACT REQUIREMENTS	
The following included by full text have been revised:	
4)	

Page 4 of 5

(b)(4)

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.242-2 Production Progress Reports

APR 1991

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
*Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
Attachment J-01	NGI Statement of Work (SOW)	23 Jul 21	104
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel

HO085621C000	1
(b)(6)	

Pa	ma	-5	01	F 4
Гα	ge	J	O.	

	Attachment J-13	NGI Spend Plan	04 Jan 21	04
	Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
	Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
	*Attachment J-16	Limitation of Funds Spreadsheet	06 Aug 21	01
	Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Exce
(b)(4)				
		AND THE STATE OF T		- ,
	Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
	Attachment J-20	Data Rights	13 Aug 20	7
	Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Exce

^{*}Denotes Change

AMENDMENT OF SOLICE	TATION/MODI	FICATION OF CONTRACT	1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICE	TATION/MODI	rication of contract			1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	ΓNO.(Ifapplicable)
P00005	03-Sep-2021	SEE SCHEDULE			
6. ISSUED BY CODE	HQ0856	7. ADMINISTERED BY (Ifother than item 6)	CC	DDE S010)7A
MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		SCD: A	
9 NAME AND ADDRESS OF CONTRACTO	D Ola Charact Country	Outs and Zin Code)	QA AMENDA	TENT OF SO	DLICITATION NO.
8. NAME AND ADDRESS OF CONTRACTO LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949	R (No., Street, County,	State and Zip Code)	9B. DATED (S		
HOW OWILLE AL SOCKS 1949		3	X 10A. MOD. 01 HQ085621C00	F CONTRAC	CT/ORDER NO.
			10B. DATED	(SEE ITEM	13)
CODE 5D177	FACILITY CO	DE.	X 25-Mar-2021		- 100 m
		APPLIES TO AMENDMENTS OF SOLIC	7		
The above numbered solicitation is amended as set	forth in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exte	ended.
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of thi provided each telegramor letter makes reference to 12. ACCOUNTING AND APPROPRIATION	THE RECEIPT OF OFFERS s amendment you desire to ch the solicitation and this amen	and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be dment, and is received prior to the opening hour and	MAY RESULT IN made by telegramor l		
See Schedule					
		TO MODIFICATIONS OF CONTRACTS			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10.	RSUANT TO: (Specify	ACT/ORDER NO. AS DESCRIBED IN ITE authority) THE CHANGES SET FORTH I		MADE IN T	НЕ
	RTH IN ITEM 14, PUF	RSUANT TO THE AUTHORITY OF FAR		as changes	in paying
C. THIS SUPPLEMENT AL AGREEMENT	IS ENTERED INTO P	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification a 52.232-22 Limitation of Funds (APR 1984)					
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	copies to the issuir	ng office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) Increase funding under CLIN 0200.	IFICATION (Organized	d by UCF section headings, including solicit	ation/contract sub	ject matter	
Except as provided herein, all terms and conditions ofth 15A. NAME AND TITLE OF SIGNER (Type		19A or 10A, as hereto fore changed, remains unchanged. 16A. NAME AND TITLE OF CON			or print)
TOTAL PARTIE AND THE LE OF STORER (1 ype	or print)	(b)(6)		ican (1 ype	or print)
15B. CONT RACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. LINITED STATES OF AMERI BY	ICA		C. DATE SIGNED 03-Sep-2021
(Signature of person authorized to sign)					30-0 6 μ-2021
ENGERTION TO BE 10		7802 - 5.0		ACTOR AND ADDRESS OF THE	

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this	modification, the total funded amount for this document was increased by $(b)(4)$	
from(b)(4)	to(b)(4)	

SUBCLIN 020001:

AA: 044411 097	0400 000 N 20212022 D 2500 Y3		GM-NGIX-FY2122	71GM
255 (CIN HQ01471807	510002) was increased by (b)(4)	$\frac{1}{\text{from}}(b)(4)$	to(b)(4)	

SUBCLIN 020002:

AD: 044411 097	0400 000 N 20202021 D	2500 Y3 S	D80E FY20	GM-NGIX-FY2021	71GM
255 (CIN HQ01471807:	510008) was increased by	(b)(4)	from(b)(4)	to(b)(4)	

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
Attachment J-01	NGI Statement of Work (SOW)	23 Jul 21	104
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
*Attachment J-16	Limitation of Funds Spreadsheet	03 Sep 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel

(b)(4)

	(b)(4)		
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel

^{*}Denotes Change

AMENDMENT OF	SOLICIT	CATION/MODI	FICATION OF CONTRACT	1. CONTRACT ID COD	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00006	7	3. EFFECTIVE DATE 10-Sep-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PRC	DECT NO.(Ifapplicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	CODE	HQ0856	7. ADMINISTERED BY (Ifother than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE SCD: A	S0107A
(a) By completing Items 8 and 15, and	1 ended as set for amendment pri returning	FACILITY CO. I. THIS ITEM ONLY th in Item 14. The hour and or to the hour and date spe copies of the amendme	DE APPLIES TO AMENDMENTS OF SOL	9B. DATED (SEE ITE X 10A. MOD. OF CONT HQ085621C0001 10B. DATED (SEE IT X 25-Mar-2021 ICITATIONS is extended, is not the following methods: and the offer submitted in the offer su	RACT/ORDER NO. FEM 13) of extended.
	reference to the RIATION D	ATA (If required) EM APPLIES ONLY	ange an offer already submitted, such change may be diment, and is received prior to the opening hour a TO MODIFICATIONS OF CONTRACT ACT/ORDER NO. AS DESCRIBED IN IT	nd date specified. S/ORDERS.	
B. THE ABOVE NUMBERED Cooffice, appropriation date, etc	ONT RACT/ONT RACT/ONT RACT/ONT FOR REEMENT I	ORDER IS MODIFIEI FH IN ITEM 14, PUR S ENTERED INTO P	authority) THE CHANGES SET FORTH O TO REFLECT THE ADMINISTRATIV RSUANT TO THE AUTHORITY OF FAI URSUANT TO AUTHORITY OF:	/E CHANGES (such as char	
E. IMPORTANT: Contractor	_	is required to si	gn this document and return	copies to the issuing office	
where feasible.) Modification Control Number: Increase funding under CLIN 0200	(b)(6) 0.	locument referenced in Item	19A or 10A, as heretofore changed, remains unchan	nged and in full force and effect.	
15A. NAME AND TITLE OF SIGN	ER (Type o		(b)(6)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	(b)(6)	RICA	16C. DATE SIGNED
(Signature of person authorized	I to sign)	-	(Signature of Contracting Of	f:)	10-Sep-2021

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification	the total funded amount for this document was increased by $(b)(4)$	from
(b)(4) $to(b)(4)$		

SUBCLIN 020001:

	0400 000 N 20212022 D 2			NGIX-FY2122 71GM
255 (CIN HQ01471807:	510002) was increased by (b	(4) from	(b)(4) to	(b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES	
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A	
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel	
Attachment J-01	NGI Statement of Work (SOW)	23 Jul 21	104	
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10	
Attachment J-03	Reserved			
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01	
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18	
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14	
Attachment J-07	WBS Dictionary	04 Jan 21	Excel	
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel	
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14	
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel	
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel	
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel	
Attachment J-13	NGI Spend Plan	04 Jan 21	04	
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01	
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41	
*Attachment J-16	Limitation of Funds Spreadsheet	10 Sep 21	01	
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel	
b)(4)				
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18	
Attachment J-20	Data Rights	13 Aug 20	7	
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel	

*Denotes Change

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	1. CONTRACT	1. CONTRACT ID CODE P	
THIND IN THE INTERIOR	111110111101				1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	T NO.(Ifapplicable)
P00007	28-Sep-2021	SEE SCHEDULE			
6. ISSUED BY CODE	HQ0856	7. ADMINISTERED BY (Ifother than item 6)	СО	DE S01	07A
MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	5	SCD: A	
0 NAME AND ADDRESS OF CONTRACTOR) () () () () ()	0.1. 17. (-1)	I QA AMENDM	ENT OF S	OLICITATION NO.
8. NAME AND ADDRESS OF CONTRACT OF LOCKHEFD MARTIN CORPORATION (b) (6) 4800 BRADFORD DR NW	R (No., Street, County,	State and Zip Code)	9B. DATED (S		
HUNTSVILLE AL 35805-1949			X 10A. MOD. OF HQ085621C00	F CONTRA	CT/ORDER NO.
CODE 5D177	FACILITY CO	DE	10B. DATED X 25-Mar-2021		
		APPLIES TO AMENDMENTS OF SOLIO			
The above numbered solicitation is amended as set for		-	is extended,	is not ext	andad
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the	copies of the amendment reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to che solicitation and this amendment.	ent; (b) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR AG BPRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	t on each copy of the o CKNOWLEDGMENT MAY RESULT IN made by telegramor le	то ве	
12. ACCOUNTING AND APPROPRIATION : See Schedule	DATA (If required)				
		TO MODIFICATIONS OF CONTRACTS			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 104	SUANT TO: (Specify			MADE IN 1	ГНЕ
	RTH IN ITEM 14, PUF	RSUANT TO THE AUTHORITY OF FAR		as changes	in paying
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO P	URSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification ar 52.232-22 Limitation of Funds (APR 1984)	d authority)				
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	copies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) Increase funds allotted to CLIN 0200.	FICATION (Organized	d by UCF section headings, including solicit	ation/contract sub	ject matter	
Except as provided herein, all terms and conditions of the					
15A. NAME AND TITLE OF SIGNER (Type	or print)	(b)(6)	TRACTING OFF	ICER (Type	e or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. (b)(6)	ICA .		6C. DATE SIGNED
(Signature of person authorized to sign)	_	(Signature of Contracting Offi	cer)		28-Sep-2021
ENGERTION TO GE 20			2.2		

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result	of this modification,	the total funded amount for this document was increased by (b)(4)	from
(b)(4)	to(b)(4)		_

SUBCLIN 020002:

	0400 000 N 20202021 D 2500 Y3		GM-NGIX-FY2021	71GM
255 (CIN HQ01471807	510008) was increased by (b)(4)	from(b)(4)	to (b)(4)	

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
Attachment J-01	NGI Statement of Work (SOW)	23 Jul 21	104
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
*Attachment J-16	G-06 Allotment of Funds	28 Sep 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel
)(4)			
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel

*Denotes Change

AWARD/CONTRACT	1. THIS CONTRA			ORDI	ER			RATING DX-C9	PAGE O	F PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. HQ085621C0001P00008	3. EFFECTIVE D.	ATE 25 Ma	r 202	1		4. REQUIS	SITION/PU	RCHASE REQUEST/P	ROJECT NO	
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	CODE HQ0856		DCMA 1040 R	HUNTS		O BY (If other	than Item 5)	COD	E S0107A	SCD: A
7. NAME AND ADDRESS OF CONT LOCKHEED MARTIN CORPORATION (b)(6) (6) (6) (8) NW HUNTSVILLE AL 35805-1949	RACTOR (No., street, cit	y, county, state o	and zip c	code)			. ,		OTHER (See	below)
CODE 5D477	EACH ITY CODE						10. SUBMIT IN (4 copies unless TO THE ADD SHOWN IN:	otherwise specified)	ITEM Sect	ion G
CODE 5D177 11. SHIP TO/MARK FOR C	FACILITY CODE		12 1	DAVM	ENT W	ILL BE MA		COD	E HQ0338	
See Schedule 13. AUTHORITY FOR USING OTHE COMPETITION:	ER THAN FULL AND O	PEN	P.O. B COLU	SOX 1823 JMBUS C	317 DH 43218-2 JNT ING	OPERATIONS 317 3 AND APPE	ROPRIATIO	ON DATA		
[] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	See	Sche	aule					
SEE	SCHEDULE	E			150	TOTAL	MOUNTO	F CONTRACT	\$2.507.0	022.107.00
	16	TABLE (OF CO	ONTE		. IO IAL A	MO CIVI O	Геомикает	\$2,507,	
	PTION	PAGE(S)	(X)	SEC.		D. 1		DESCRIPTION		PAGE(S)
X A SOLICITATION/ CONTR		1	X	I	CONTE	RACT CLAU		TRACT CLAUSES		43 - 78
X B SUPPLIES OR SERVICES		2 - 13						S, EXHIBITS AND O	THER ATTA	СН.
C DESCRIPTION/ SPECS./ V		144	X	J		FATTACH		TO NO. 1 N.D. INCOMPAN	CTONG	79
X D PACKAGING AND MARK X E INSPECTION AND ACCE		14 15						IONS AND INSTRU- FICATIONS AND	CHONS	
X F DELIVERIES OR PERFOR	MANCE	16 - 18	1	1 K I		STATEME				
X G CONTRACT ADMINISTR X H SPECIAL CONTRACT RE		19 - 24		L				CESTO OFFERORS		
X H SPECIAL CONTRACT RE CONTRACTING OFFICER W		25 - 42	OR NE			CUREMENT		23 Than 15 Con 2 Con 25 Con 25 L 2 L 3 L	T) AS APPLICA	ARLE
17. [X] CONTRACTOR'S NEGOTIATED AGREE document and return 1 copies to issuing office.) items or perform all the services set forth or otherwisheets for the consideration stated herein. The rights contract shall be subject to and governed by the folk (b) the solicitation, if any, and (c) such provisions, re as are attached or incorporated by reference herein (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNE	MENT Contractor is required to Contractor agrees to furnish an se identified above and on any con and obligations of the parties to this wing documents: (a) this award/copresentations, certifications, and sp	o sign this d deliver all tinuation s ontract,	18. [Your b includi to the follow docum] SEALI bid on Sol ling the ad terms liste ring docur nent is need.	ED-BID AV licitation Nu Iditions or cl ed above an ments: (a) th cessary. (B	WARD (Contraction of the Contraction of the Contrac	tor is not require 620R0001000 you which additi ation sheets. This solicitation and y checked only wh	d to sign this document.) 6 ons or changes are set forth in a ward consummates the control to	full above, is herel ract which consists ntract. No further c	by accepted as
19B. NAME OF CONTRACTOR BY		E SIGNED		UNIT (b)(6)		ATES OF AN	MERICA		24-Mar-2	021

Section B - Supplies or Services and Prices

SPECIAL INSTRUCTIONS

B-02 Next Generation Interceptor Scope

							nd (AUR) Contract is	ncludes	(1-)(2).40
	the sys	tems engineering 10 U.S.C. § 130	design devel	onment integration	n, testing, manufa				(b)(3):10 U.S.C. § 130
	. , , ,					frastructure	for the GMD system		(b)(3):10
				includes an option		latan data D	NGI operational u		U.S.C. § 130
	shall a	be solicited, price	ed and sub-sec	production by ma	ally exercised at a	design throu	er the SOW, the Cor agh an obsolescence	nrogram	
		intaining product		production by ma	ilitaning a current	design tinot	ign an obsolescence	program	
	und m	g product	ion incinico.						
3):10	The						ies (CLINs 2100-210		
.C. § 130						nan (NLT) th	e Critical Design Re	view	
	(CDR)	and added via bil	ateral modific	ation to the contra	ict.				
	See cla	use H-NGI-07 D	OWN SELEC	Т.					
	The Al	UR NGI test and o	operational un	its being procured	are identified in th	ne table belov	w.		
				Table 1: NO	GI AUR Quantities				
				14010 1111					
	CLIN(s) Scope	Item			antity	Configuration		
	1201	Ontion	AUR NGI	Tast Artialas	(b)(3):10 U.S.C	. § 130	_	
	1201			Test Articles (Incl.)	udes Material)				
	2201			NGI Operational					1
	2203			NGI Operational					. 4
	2203	Option	Lotzmen	rior operational	Omis				
					· ·				
ITEN	M NO	SUPPLIES/SER	VICES O	UA <u>NTITY</u> L	JNIT UN	IT PRICE		AN	10UNT
0100				(b)(4)				700	
		Program Manage	ment						
		CPAF							
					he Statement of W	ork, as			
				nent 01, Section 3.	1.				
		FOB: Destination PSC CD: AC13	1						
		rsc cb. Acis							
					ESTIMAT	TED COST	[(b)(4)	1 (10
						BASE FEE			39
				SUB	TOTAL EST COS	ST + BASE			
					MAX AW	ARD FEE			
					TOTAL EST CO	OST + FEE			
							-		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010001	Incremental Funding	
	ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	
ITEM NO 010002	SUPPLIES/SERVICES	AMOUNT
010002	Incremental Funding	
	ACRN AD	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	
ITEM NO 0200	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT
	(b)(4)	AMOUNT
	NGI AUR Development Pre-KP#3 CPIF NGI AUR Development activities to include System Readiness Review (SRR),	
	Preliminary Design Review (PDR), and Critical Design Review (CDR), as required in support of the Statement of Work as described in Section J, Attachment 01, Sections 3.2; 4.0; and 6.1. The target fee pool for this CLIN is	
	split between cost and performance as follows: Cost incentive fee pool is the total fee pool and Performance incentive fee pool is of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan.	(b)(4) (b)(4)
	FOB: Destination PSC CD: AC13	
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET	
	SHARE RATIO BELOW TARGET	

AMOUNT

020001	Incremental Funding	
	ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	
ITEM NO 020002	SUPPLIES/SERVICES	AMOUNT
020002	Incremental Funding	
	ACRN AD	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751-0004	
ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	EAMOUNT
0300	(b)(4) NGI AUR Software Development	
	CPFF NGI AUR Software as required in support of the Statement of Work, as des in Section J Attachment 01, Sections 5.0 and 6.1. FOB: Destination PSC CD: AC13	cribed
	TARGET COST TARGET FEB	
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARG	

SHARE RATIO BELOW TARGET

ITEM NO SUPPLIES/SERVICES

ITEM NO 030001	SUPPLIES/SERVICES				AMOUNT
030001	Incremental Funding				
	ACRN AB				(b)(4)
	PURCHASE REQUEST N	UMBER: HQ014	47180751		
ITEM NO 0400	SUPPLIES/SERVICES PSE/STE	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
	CPIF				
	Peculiar Special Equipment in support of the Statement	t / Special Toolin of Work as descr	g Equipment of ribed in Section	(PSE/STE) as required on J, Attachment 01,	
)	Section 6.0. The target fee performance as follows: Co			veen cost and The total fee pool and	
)	Performance incentive fee performance incentive alloc FOB: Destination PSC CD: N014			ol. Specific cost / Incentive Fee Plan.	
				TARGET COST TARGET FEE	(b)(4)
				TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
				ABOVE TARGET	
		SI	HARE RATIO	BELOW TARGET	
ITEM NO 040001	SUPPLIES/SERVICES				AMOUNT
	Incremental Funding				
	ACRN AC				(b)(4)
	PURCHASE REQUEST N	UMBER: HQ014	47180751		

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4)0500 ODCs & Travel COST Other Direct Costs (ODCs) & Travel required in support of the Statement of Work, as described in Section J, Attachment 01, Section 7.0. Per MDA Clause H-NGI-02, fee is excluded on ODCs & travel costs. FOB: Destination PSC CD: AC13 (b)(4)ESTIMATED COST ITEM NO SUPPLIES/SERVICES **AMOUNT** 050001 Incremental Funding (b)(4)

ACRN AA

PURCHASE REQUEST NUMBER: HQ0147180751

HQ085621C0001 P00008 Page 7 of 79

	ITEM NO 0601 EXERCISED OPTION	SUPPLIES/SERVICES QUANTITY UNIT 1 Lot (b)(4) NGI AUR Test Article Material - Pre-PDR CPIF	E AMOUNT (b)(4)	
		NGI AUR Test Article Material for the NGI AUR Test Article Units (pre-Property of CLIN 1200, and Long Lead Material for CLIN 1101, as required in support the Statement of Work, as described in Section J, Attachment 01, Sections 3 and 4.3.2. The target fee pool for this <u>CLIN</u> is split between cost and performance.	ort of .1.11 mance	
b)(4)		as follows: Cost Incentive fee pool is of the total fee pool and Performance incentive fee pool is of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014	· · · · · · · · · · · · · · · · · · ·	
		TARGET COST TARGET FEE		
		TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE		
		SHARE RATIO ABOVE TARG	ET	
		SHARE RATIO BELOW TARG	ET	
		•		
	ITEM NO 060101	SUPPLIES/SERVICES	AMOUNT	
	000101	Incremental Funding	(b)(4)	
		ACRN AC		
		PURCHASE REQUEST NUMBER: HQ0147180751- 0003		

	1TEM NO 0602	SUPPLIES/SERVICES QUA	NTTTY UNIT (b)(4)	UNIT PRICE	AMOUNT
	OPTION	NGI AUR Test Article Material -			
		CPIF NGI AUR Test Article Material for	or the NGLAUP Test A	ticle Units (nost PDP)	
		for CLIN 1200, and Long Lead M			
		the Statement of Work, as describ	ed in Section J, Attachm	ent 01, Sections 3.1.12	
)(4)		and 4.3.2. The target fee pool for	this CLIN is split between		
)(4)		as follows: Cost incentive fee poor incentive fee pool is of the to	of the total fee otal fee otal fee otal fee pool. Specific co	pool and Performance	
, , ,		incentive allocations are in Attach			
		FOB: Destination			
		PSC CD: N014			
				TARGET COST	(b)(4)
				TARGET FEE	
			TOTAL 7	GT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				ABOVE TARGET	
			SHARE RATIO	BELOW TARGET	
	ITEM NO 1100	SUPPLIES/SERVICES QUA	NTITY UNIT	UNIT PRICE	AMOUNT
	OPTION	Program Management	. , , ,		
		CPAF			
		Program Management as required		ent of Work, as	
		described in Section J, Attachmer FOB: Destination	it 01, Section 3.1.		
		PSC CD: AC13			
					(b)(4)
			ŀ	ESTIMATED COST BASE FEE	(-)(-)
			CLIDTOTAL	EST COST + BASE	7
				MAX AWARD FEE	
			101A	L EST COST + FEE	1

	ITEM NO 1101	SUPPLIES/SERVICES	QUANTITY (b)(4)	UNIT	UNIT PRICE	AMOUNT
	OPTION	VAFB Test Silo Modifica CPIF Vandenberg Air Force Ba	ise (VAFB) Test S			
		of NGI AUR Test Article in Section J, Attachment (split between cost and per the total fee pool and Perf Specific cost / performand Incentive Fee Plan. FOB: Destination PSC CD: K014	01, Section 3.2.5.2 formance as followormance incentive	The target fews: Cost incer	te pool for this CLIN is ntive fee pool is of of the total fee pool.	(b)(4) (b)(4)
					TARGET COST TARGET FEE	(b)(4)
				TOTAL	TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
					O ABOVE TARGET O BELOW TARGET	
	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(b)(4) (b)(4)	1200 OPTION	NGI AUR Development I CPIF NGI AUR Development a Statement of Work as des and 6.1. The target fee po as follows: Cost incentive incentive fee pool is incentive allocations are in FOB: Destination PSC CD: AC13	(b)(4) Post-KP#3 activities post KP# cribed in Section J ol for this CLIN is fee pool is of the total fee po	3, as required I, Attachment Is split between If the total fee ol. Specific co	in support of the 01, Sections 3.2; 4.1.1; cost and performance pool and Performance ost / performance	AMOUNT
		TSC CD. ACIS			TARGET COST TARGET FEE	(b)(4)
				TOTAL	TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
					O ABOVE TARGET O BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE	AMOUNT
(b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130 (b)(4)	NGI AUR Test Articles CPIF NGI AUR Test Articles as required in support of the Statement of Work as described in Section J, Attachment 01, Section 4.3.1. The target fee pool for this CLIN is split between cost and performance as follows: Cost Incentive fee pool is—of the total fee pool and Performance Incentive fee pool is—of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 1410	(b)(4)
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARGET	
	SHARE RATIO BELOW TARGET	

ITEM NO 1202	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT
b)(3):10 J.S.C. § 130 b)(3):10 J.S.C. § 130 b)(4)	NGI AUR Test Articles. CPIF NGI AUR Test Articles, as required in support of the Statement of Work as described in Section J, Attachment 01, Section 4.3.3. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is—of the total fee pool and Performance incentive fee pool is—of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: 1410	(b)(4)
	TARGET COST TARGET FEE	(b)(4)
	TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE	
	SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	
ITEM NO 1300	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT
OPTION	NGI AUR Software Development CPFF NGI AUR Software Development as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 5.0 and 6.1. FOB: Destination PSC CD: AC13	
	ESTIMATED COST FIXED FEE	(b)(4)

TOTAL EST COST + FEE

HQ085621C0001 P00008 Page 12 of 79

	1400	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT				
	OPTION	PSE/STE					
		CPIF Peculiar Special Equipment / Special Tooling Equipment (PSE/STE) as required					
		in support of the Statement of Work as described in Section J, Attachment 01,					
\		Section 6.0. The target fee pool for this CLIN is split between cost and					
o)(4) o)(4)		performance as follows: Cost incentive fee pool is of the total fee pool and Performance incentive fee pool is of the total fee pool. Specific cost /					
/(./		performance incentive fee poor is for the total fee poor. Specific cost/ performance incentive allocations are in Attachment J-06, Incentive Fee Plan.					
		FOB: Destination					
		PSC CD: N014					
		TARGET COST TARGET FEE	(b)(4)				
		TOTAL TGT COST + FEE MINIMUM FEE					
		MAXIMUM FEE					
		SHARE RATIO ABOVE TARGET					
		SHARE RATIO BELOW TARGET	1				
	ITEM NO 1500	SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE (b)(4)	AMOUNT				
	OPTION	ODCs & Travel					
		COST Other Direct Costs (ODCs) & Travel required in suggest of the Statement of					
		Other Direct Costs (ODCs) & Travel required in support of the Statement of Work, as described in Section J, Attachment 01, Section 7.0.					
		Per MDA Clause H-NGI-02, fee is excluded on ODCs & travel costs.					
		FOB: Destination					
		PSC CD: N014					
		ESTIMATED COST	(b)(4)				

HQ085621C0001 P00008 Page 13 of 79

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE
9000 (b)(4)

Contract Data Requirements List (NSP)

COST

Exhibit A - Not Separately Priced (NSP).

FOB: Destination PSC CD: AC13

ESTIMATED COST

(b)(4)

ITEM NO SUPPLIES/SERVICES 9001

QUANTITY U

UNIT UNIT PRICE

AMOUNT

AMOUNT

Contract Acquired Property CAP (NSP)

COST

Exhibit B - Not Separately Priced (NSP).

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination PSC CD: 1420

ESTIMATED COST

(b)(4)

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Work (Section J, Attachment 01), or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the current National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

CLAUSES INCORPORATED BY FULL TEXT

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

- a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.
- b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods Code..
- c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/GMK ATTN: (Insert PCO listed in clause G-01) Bldg. 5222, Martin Road Redstone Arsenal, AL 35898 Email: (See PCO email listed in clause G-01)

Missile Defense Agency, MDA/GM ATTN: (Insert COR listed in clause G-01) Bldg. 5222, Martin Road Redstone Arsenal, AL 35898 Email: (See COR email listed in clause G-01)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
010001	N/A	N/A	N/A	N/A
010002	N/A	N/A	N/A	N/A
0200	Destination	Government	Destination	Government
020001	N/A	N/A	N/A	N/A
020002	N/A	N/A	N/A	N/A
0300	Destination	Government	Destination	Government
030001	N/A	N/A	N/A	N/A
0400	Destination	Government	Destination	Government
040001	N/A	N/A	N/A	N/A
0500	Destination	Government	Destination	Government
050001	N/A	N/A	N/A	N/A
0601	Destination	Government	Destination	Government
060101	N/A	N/A	N/A	N/A
0602	Destination	Government	Destination	Government
1100	Destination	Government	Destination	Government
1101	Destination	Government	Destination	Government
1200	Destination	Government	Destination	Government
1201	Destination	Government	Destination	Government
1202	Destination	Government	Destination	Government
1300	Destination	Government	Destination	Government
1400	Destination	Government	Destination	Government
1500	Destination	Government	Destination	Government
9000	Destination	Government	Destination	Government
9001	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost	MAY 2001
	Reimbursement	

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0100	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
010001	N/A	N/A	N/A	N/A
010002	N/A	N/A	N/A	N/A
0200	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
020001	N/A	N/A	N/A	N/A
020002	N/A	N/A	N/A	N/A
0300	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
030001	N/A	N/A	N/A	N/A
0400	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
040001	N/A	N/A	N/A	N/A

0500	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
050001	N/A	N/A	N/A	N/A
0601	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
060101	N/A	N/A	N/A	N/A
0602	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
1100	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1101	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1200	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1201	(b)(4)	8	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1202	(b)(4)	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1300	POP (b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1400	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
1500	POP(b)(4) (b)(4)	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
9000	POP(b)(4) (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

9001	(b)(4)	20	MISSILE DEFENSE AGENCY (MDA) (b)(6)	HQ0147
			BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	
			(b)(6) FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to	FEB 2006
	DOD Air or Water Terminal Transshipment Points	
52.247-55	F.O.B. Point For Delivery Of Government-Furnished	JUN 2003
	Property	

CLAUSES INCORPORATED BY FULL TEXT

F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

Milestone Events	Months After Contract Award
BASE Knowledge Point #1 Knowledge Point #2 Knowledge Point #3	(b)(4)
OPTION 1 Knowledge Point #4 Knowledge Point #5 Knowledge Point #6	(b)(4)

Section G - Contract Administration Data

PATENT INFORMATION G-02 PATENT INFORMATION

Patent information, in accordance with DFARS 252.227-7038, Patent Rights – Ownership by the Contractor (Large Business), shall be forwarded to:

Missile Defense Agency, Contracts Directorate ATTN: (Insert PCO listed in Clause G-01) Building 5222 Martin Road

Redstone Arsenal, AL 35898

Email: (Insert PCO email listed in Clause G-01)

ACCOUNTING AND APPROPRIATION DATA

AA: 044 AMOUN	411 <u>097 0400 00</u> NT: <mark>(b)(4)</mark>	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	255
AB: 044 AMOUN	411 097 0400 00 NT:(b)(4)	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	310
AC: 044 AMOUN	411 <u>0970400 00</u> NT: <mark>(b)(4)</mark>	0 N 20212022 D 2500 Y3_SD80P_FY21	GM-CNGX1-FY2122	71GM	310
AD: 044 AMOUN	411 097 0400 00 NT (b)(4)	0 N 20202021 D 2500 Y3_SD80E_FY20	GM-NGIX-FY2021	71GM	255
ACRN	CLIN/SLIN	CIN	AMOUNT		
AA AB AC	010001 020001 050001 030001 040001	HQ01471807510001 HQ01471807510002 HQ01471807510005 HQ01471807510003 HQ01471807510004	(b)(4)		
AD	060101 010002 020002	HQ01471807510007 HQ01471807510006 HQ01471807510008			

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

- (a) Definitions. As used in this clause—
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- "Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall-
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:
- (1) Document type. The Contractor shall submit payment requests using the following document type(s):
- (i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.
- (ii) For fixed price line items-
- (A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

Combined Invoice and Receiving Report (COMBO)

- (B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer Not Applicable
- (iii) For customary progress payments based on costs incurred, submit a progress payment request.

- (iv) For performance based payments, submit a performance based payment request.
- (v) For commercial item financing, submit a commercial item financing request.
- (2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	HQ0856
Admin DoDAAC**	HQ0856
Inspect By DoDAAC	HQ0147
Ship To Code	HQ0147
Ship From Code	TBD
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

- (4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.
- (5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.
- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

ebiz@mda.mil 256-450-1776

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

DFAS Payment Instructions

The payment office shall allocate and record the amounts paid to the accounting classification citations in the contract based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort using the table found at https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions.

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)

Organizational Code: MDA/GMX-K
Telephone Number: (b)(6)

E-Mail Address: (b)(6)

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

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

The COR under this contract is:

Name:	(b)(6)	
Organia	zational Code: None Number: (b)(IDA/GMX-K
Teleph	one Num <u>ber:((b)(</u>	6)
E-Mail	Address: (b)(6)	

The COTRs under this contract are:

Name: TBD
Organizational Code: MDA/GMX-T
Telephone Number: TBD
E-Mail Address: TBD
Name: (b)(6) Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)
Name: (b)(6) Organizational Code: MDA/GMX-Q Telephone Number: (b)(6) E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)
Name: (b)(6)
Organizational Code: MDA/GMX-E
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

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

Name:	(b)(6)		
Organiz	zational Code:	MDA/GMX-	K
Telepho	one Number:	b)(6)	
E-Mail	Address(b)(6))	

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

CLAUSES INCORPORATED BY FULL TEXT

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

See Section J, Attachment 16 – Limitation of Funds Spreadsheet

CLAUSES INCORPORATED BY FULL TEXT

G-10 SEGREGATION OF COSTS (MAY 2005)

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-NGI-01 DATA DELIVERED OR OTHERWISE FURNISHED BY THE CONTRACTOR (JAN 2020)

- a. Data delivered, or otherwise furnished to the Government, including to the Integrated Digital Environment (IDE) shall be marked (with the applicable exception noted) and technical data, computer software, and computer software documentation shall be marked with the correct legends in accordance with DFARS 252.227-7013 and 252.227-7014; note that -proprietary is a non-conforming marking. Limited or Restricted rights technical data or computer software or computer software documentation as specified in DFARS 252.227-7013 and 252.227-7014 shall NOT be delivered or otherwise furnished by the contractor under or in conjunction with this contract without prior approval of the Contracting Officer or the Contracting Officer's Representative. The Contractor shall ensure that quality control procedures are in place to validate accuracy of electronically transmitted data or data otherwise furnished to the Government.
- b. Contract Data Requirements List (CDRL) deliverables include CDRL items referenced in the SOW, Section J, and as defined in Exhibit A of this contract. The Contractor shall officially deliver unclassified CDRL data electronically to the designed GMD CDRL tool, MDA Enterprise CDRLvue, accessible from a link on the GM Homepage of the MDA Knowledge Online (MKO) unclassified Portal for the Missile Defense Agency (MDA) as instructed in the respective CDRL. Unclassified CDRL data may also be required to be delivered to additional addresses, as specified in Block 16 of the DD Form 1423. If electronic delivery to the Government via the CDRL tool is not possible, the Contractor shall deliver the CDRL data to the Government via encrypted email or other physical media (e.g., CD or DVD). In addition, CDRLs and other unclassified correspondence related to this contract shall be posted to the IDE. However, unclassified CDRL data shall not be posted to the IDE until acknowledgement of receipt has been received for those CDRLs requiring Government approval.
- c. The Contractor shall deliver classified CDRL data IAW the DD254, DoD 5220.22M, and DoDI 5200.48. Additionally, CDRLs and other classified correspondence related to this contract shall be posted to the IDE. However, classified CDRL data shall not be posted to the IDE until acknowledgement of receipt has been received for those CDRLs requiring Government approval.
- d. All data transmitted to the Government shall be of sufficient quality that the Government is able to read the data both online and in printed form. If the Government receives a document that has quality/readability issues, the Contractor shall, upon verbal approval by the PCO or a COR/COTR, deliver compact discs and hardcopies of the document as required and IAW with this clause. The Contractor shall work efficiently and effectively to correct any and all quality issues.
- e. Data shall be delivered or otherwise furnished to the Government virus-free and in a manipulative/editable format, including Microsoft Word, Excel, PowerPoint, Project and/or Access. Adobe (.pdf files), picture files, and other electronic image media are acceptable only if allowed in Block 16 of the DD Form 1423 for a given data item. For example, narrative portions shall be delivered in Microsoft Word; pricing data in Microsoft Excel; and graphics in Microsoft PowerPoint. If files contain links, the links must be intact and maintained throughout all revisions. Documents with embedded data that are not related to Contractor performance reports, contract funds status reports, cost data summary reports, or functional cost-hour reports shall not contain Contractor pricing information within the embedded data. Nor shall embedded data to unclassified documents be classified information.

This limitation shall flow down to subcontractors.

This clause shall apply to all contract changes after award.

- a. Fee is negotiated on an individual basis based upon the level of risk the Contractor will incur during the performance of the effort. The fee shall not exceed the maximum amounts as specified in Section B of this contract.
- b. No Fee on Travel, Other Direct Costs, or Commercial Items. The Contractor is not entitled to fee on any travel, other direct costs (ODCs), or commercial items as defined in FAR 2.101. Examples of ODCs include, but are not limited to: renewable licenses, leases, royalties, and contractor-acquired property defined as equipment per FAR 45.101.
- c. No Fee/Profit on Subcontractor Fee. The Contractor is not entitled to fee on subcontractor fee.
- d. Limited fee on Proposal Preparation costs (CLINs 0100/1100) The Contractor shall not exceed (b)(4) base fee and (b)(4) Max Award Fee on Proposal Preparation costs.

H-NGI-03 GOVERNMENT FURNISHED TRANSPORT (JAN 2020)

This requirement outlines U.S. military transportation services to be provided by the Government to the Contractor in the movement of Missile Defense Agency hardware from Continental United States (CONUS) locations to/from Alaska, and other designated OCONUS Sites. To obtain and provide these transportation services the Contractor and Government will execute the following:

- a. Special Assignment Airlift Mission (SAAM) Military Service:
- 1. The Contractor shall coordinate each shipment with the designated COR/COTR. Each shipment shall be on the most cost effective basis, consistent with U.S. laws, and regulations, and to the extent that a military aircraft is available. Payment to the Defense Finance and Accounting Service (DFAS) for these SAAMs will be made using a Government Transportation Account Code (TAC), by the responsible GMD Directorate.
- 2. The COR/COTR will coordinate SAAM flights for movement of high priority hardware from CONUS locations (typically Vandenberg AFB, CA, Redstone Arsenal, AL and March AFB, CA) to/from Fort Greely, AK or other locations as agreed to by the Contractor and Government.
- 3. Contractor personnel will provide annual forecasts for SAAMs (movement of boost stacks, payload avionics, etc.) to the designated COR/COTR, to facilitate Government budget submittals and ensure funding for these missions.
- b. Channel Airlift Service:
- 1. The Contractor will coordinate channel air shipment to and from other locations with the designated COR/COTR.
- 2. The COR/COTR will coordinate the movement of supplies and hardware.
- 3. The Contractor shall provide the COR/COTR with a quarterly forecast of anticipated channel flight cargo requirements to facilitate Government budget submittals.

H-NGI-04 TEST SCHEDULE ADJUSTMENTS (JAN 2020)

Adjustments made to contract price due to a change in the ground and/or flight and/or other test schedule will be accomplished as set forth below:

A change to the test schedule means the movement of a test from one test window to the next. A test window is defined as a period of time 90 days before or after the test date as it appears in the Integrated Test Plan (ITP) or a Target of Opportunity published schedule. The movement of a test within a test window will not be grounds for an adjustment to the contract estimated cost and fee. Test schedule changes outside of the original test window caused by the Contractor or the Government may result in a downward or upward adjustment to the contract estimated cost and fee. A change that is beyond the control and without the fault or negligence of the either party will not result in an adjustment to the contract estimated cost and fee.

H-NGI-05 PROPERTY NECESSARY TO PERFORM THE CONTRACT (JAN 2020)

- (a) The contract target/estimated costs reflect the contractor's provision of all property necessary to perform under the contract. In the event that such Government property becomes available for use by the contractor to perform under the contract, cost will be subject to, at the PCO's discretion, a unilateral downward adjustment. Such an adjustment will be based on the proposed cost of the contractor provisioning the property less actual costs incurred as a direct charge to the Contract. An adjustment modification will be issued to reflect the PCO's determination to adjust the contract cost.
- (b) Contractor disagreements with a determination made by the Government pursuant to this clause shall be a dispute under the Disputes clause. However, nothing in this clause nor any Government determination made in conjunction with this clause shall excuse the Contractor from proceeding with its duties under the instant contract.

H-NGI-06 CONTRACTOR ACCOUNTABILITY FOR QUALITY (JAN 2020) (APPLICABLE TO ALL NGI AURs delivered under this contract)

- a) Definitions. As used in this clause--
- "Command media," as used in this clause, includes the Contractor's specifications, engineering drawings, test procedures, and other documentation generated to comply with Statement of Work (SOW) requirements ensuring repeatability in the products produced and services provided.
- "Nonconformance" as used in this clause means a condition of any hardware, software, material, or service/workmanship in which one or more characteristics do not conform to requirements.
- "Quality escape," as used in this clause, means the Contractor, or any of its subcontractors:
- (1) Failed to detect a nonconformance or failed to follow command media; and
- (2) Said nonconformance or failure to follow command media could adversely affect the performance of a component, subsystem or system; and
- (3) Requires an action by the Government or Contractor to bring said item back to compliance with applicable specification requirements.
- (b) The rights and remedies afforded the Government and Contractor under this clause are in addition to any other provision of this contract.
- (c) The Contracting Officer may make an equitable reduction in any NGI delivery performance incentive fee previously paid under the contract, or payable in the current fiscal year, if at any time during the term of this contract, including pre-acceptance or post-acceptance of any item or service required to be delivered or performed under this contract, the Contracting Officer reasonably determines that:

- (1) A quality escape occurred; and
- (2) The quality escape was caused solely by Contractor, or any of its subcontractors; and
- (3) Resulted in substantial harm to the Government.

The Contracting Officer will notify the Contractor within 30 days of determining a quality escape occurred for which an equitable reduction may result.

(d) The Contracting Officer will consider cost, schedule and performance impacts of the quality escape as well as any recovery and mitigation efforts by the Contractor and/or subcontractor that are taken to reduce the impacts of the quality escape, in deciding whether to make such a reduction. Failure to agree to the reduction in performance incentive fee shall be a dispute under the Disputes Clause of the Contract.

H-NGI-07 - DOWN SELECT (MAR 2020)

"Down select" as used in this clause, means that the Government may decide to continue funding only a single contract for the Next Generation Interceptor (NGI) requirements. Such a decision is not tantamount to a termination and, as such, is not governed by any termination provision of this contract.

The Government intends to award two NGI contracts with a contract performance period through Critical Design Review (CDR) as defined in the SOW Section 2.1. Knowledge Point (KP) #3. At this time, the Government estimates that funding will be available for two NGI contracts only through Preliminary Design Review (PDR) as defined in the Statement of Work (SOW) Section 2.1, KP #1. However, the Government may request additional funding sufficient to continue contract performance for two NGI contracts through CDR. Notwithstanding the aforementioned intent, the Government reserves the right at any time during contract performance to make a down select decision to have only one contractor continue contract performance, including by exercising contract option(s) on only one contract. While a down select decision is at the discretion of the Government, a decision could occur under any of the following circumstances:

- 1. Government funding Limitation
- 2. Contractor's failure to timely complete a Knowledge Point
- 3. Determination that, based on the criteria below, a down select is in the best interest of the Government.

If the Government decides to down select, the Contracting Officer will provide preliminary written notice to both Contractors of the intent to do so. The Contracting Officer will also provide both Contractors written notice of the down select decision.

To execute the down select, the Government will perform a best value determination using objective evidence from contract performance to date. The following preliminary criteria are provided for informational purposes only. These criteria are not final, and the Government reserves the right to change the criteria at time of contract award to be incorporated into this clause. Draft criteria to execute the down select are as follows:

- a. Progress towards overall technical solution in terms of expected performance;
- b. Maturity of design in terms of design stability, verification, and demonstrated performance to date
- c. Estimated risk adjusted schedule to complete development, testing, and fielding of initial production quantities based on contract performance and remaining scope to include priced options
- d. The Not to Exceed production estimate at PDR or the Firm Cost Proposal at CDR, and the estimated cost to negate threat scenarios in the performance specification.
 - e. Production Readiness
 - f. Sustainability and Maintainability of the design

After a down select decision is made, the Government will discontinue funding the Contractor not selected to continue performance in accordance with FAR Clause 52.232-22, Limitation of Funds.

(b)(4)		
(a) (a)		
(b)(4)		
(IVA)		
(b)(4)		
11 0 -		
		()

(b)(4)	

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (Apr 2009)

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

TYPES OF INSURANCE MINIMUM AMOUNT

Workmen's Compensation and all occupational disease Employer's Liability including all occupational disease when not covered by Workmen's Compensation above As required by Federal and State law

\$100,000 per accident

General Liability (Comprehensive) Bodily Injury \$500,000 per occurrence

Automobile Liability (Comprehensive)

Bodily Injury per person\$200,000Bodily Injury per accident\$500,000Property Damage per accident\$ 20,000

CLAUSES INCORPORATED BY FULL TEXT

H-08 PUBLIC RELEASE OF INFORMATION (MAR 2020)

- a. In addition to the requirements of National Industrial Security Program Operations Manual (DoD 5220.22-M), all foreign and domestic contractor(s) and its subcontractors are required to comply with the following:
- 1) Any official MDA information/materials that a contractor/subcontractor intends to release to the public that pertains to any work under performance of this contract, the Missile Defense Agency (MDA) will perform a prepublication review prior to authorizing any release of information/materials.
- 2) At a minimum, these information/materials may be technical papers, presentations, articles for publication, key messages, talking points, speeches, and social media or digital media, such as press releases, photographs, fact sheets, advertising, posters, videos, etc.

- b. Subcontractor public information/materials must be submitted for approval through the prime contractor to MDA.
- c. Upon request to the MDA Procuring Contracting Officer (PCO), contractors shall be provided the "Request for Industry Media Engagement" form (or any superseding MDA form).
- d. At least 45 calendar days prior to the desired release date, the contractor must submit the required form and information/materials to be reviewed for public release to MDAPressOperations@mda.mil, and simultaneously provide courtesy copy to the appropriate PCO. (Additional distribution emails can be added by the Program Office to ensure proper internal coordination and tracking of PR requests.)
- e. All information/materials submitted for MDA review must be an exact copy of the intended item(s) to be released, must be of high quality and are free of tracked changes and/or comments. Photographs must have captions, and videos must have the intended narration included. All items must be marked with the applicable month, day, and year.
- f. No documents or media shall be publically released by the Contractor without MDA Public Release approval.
- g. Once information has been cleared for public release, it resides in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be re-submitted

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Apr 2020)

- a. Purpose: The purpose of this clause is to ensure that:
- (1) the Contractor is rendering impartial assistance and advice to the Government at all times under this contract and related Government contracts;
- (2) the Contractor's objectivity in performing work under this contract or related Government contracts is not impaired; and
- (3) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information, or by virtue of its access to proprietary information belonging to others.
- b. Scope: The Organizational Conflict of Interest (OCI) rules, procedures and responsibilities described in FAR 9.5 "Organizational and Consultant Conflicts of Interest", FAR 3.101-1 "Standards of Conduct General, DFARS 209.5 "Organizational and Consultant Conflicts of Interest," and in this clause are applicable to the prime Contractor (including any affiliates and successors-in-interest), as well as any co-sponsor, joint-venture partner, consultant, subcontractor or other entity participating in the performance of this contract. The Contractor shall flow this clause down to all subcontracts, consulting agreements, teaming agreements, or other such arrangements which have OCI concerns, while modifying the terms "contract", "Contractor", and "Contracting Officer" as appropriate to preserve the Government's rights.
- c. Access to and Use of Nonpublic Information: If in performance of this contract the contractor obtains access to nonpublic 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 it shall not use such information for any private purpose or release such information without prior written approval from the Contracting Officer.

- d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise due diligence to protect proprietary information from misuse or unauthorized disclosure in accordance with FAR 9.505-4. The Contractor may be requested to enter into a written non-disclosure agreement with a third party asserting proprietary restrictions, if required in the performance of the contract.
- e. In accordance with FAR 3.101-1, the Contractor shall also take all appropriate measures to prevent the existence of conflicting roles that might bias the Contractor's judgement, give the Contractor an unfair competitive advantage, and deprive MDA of objective advice or assistance that can result from hiring former Government employees. (See Health Net Fed. Svcs, B-401652.3).
- f. Restrictions on Participating in Other Government Contract Efforts. NONE
- g. OCI Disclosures: The Contractor shall disclose to the Contracting Officer all facts relevant to the existence of an actual or potential OCI, using an OCI Analysis/Disclosure Form which the Contracting Officer will provide upon request. This disclosure shall include a description of the action the Contractor has taken or plans to take to avoid, neutralize or mitigate the OCI.

h. Remedies and Waiver:

- (1) If the contractor fails to comply with any requirements of FAR 9.5, FAR 3.101-1, DFARS 209.5, or this clause, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts if necessary to neutralize a resulting organizational conflict of interest, and/or pursue other remedies permitted by law or this contract. If the Contractor discovers and promptly reports an actual or potential OCI subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government, or take other appropriate actions.
- (2) The parties recognize that the requirements of this clause may continue to impact the contractor after contract performance is completed, and that it is impossible to foresee all future impacts. Accordingly, the Contractor may at any time seek an OCI waiver from the Director, MDA by submitting a written waiver request to the Contracting Officer. Any such request shall include a full description of the OCI and detailed rationale for the OCI waiver.

CLAUSES INCORPORATED BY FULL TEXT

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

- a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.
- b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.
- c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.
- d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

- e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner.
- f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

CLAUSES INCORPORATED BY FULL TEXT

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Aug 2014)

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

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4 Missile Defense Agency Attn: Access Control Center 5700 18th Street, Bldg 245 Fort Belvoir, VA 22060-5573 571-231-8249 571-231-8099 FAX ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency, JPAS SMO Code: DDAAUH Attn: Visitor Control Bldg 5224 Martin Road Redstone Arsenal, AL 35898 256-450-3214 or 256-450-3216 256-450-3222 FAX mdaaccesscontrolhsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency, SMO Code: DDAAUJ Attn: Visitor Control 720 Irwin Drive, Bldg 720 Room 125 Schriever AFB, CO 80912 719-721-0362 or 719-721-8230 719-721-8399 FAX dosscosvar@mda.mil

b. Any authorized Government civilian may approve visit requests for the Contracting Officer.

H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are defined as:

Program Manager
Deputy Program Manager
Next Generation Interceptor (NGI) Chief Engineer
Contracts Director
Subsystem Chief Engineers
Cybersecurity Lead
Lead System Security Engineer
Principal/Lead DevSecOps Engineer
Principal/Lead Model-Based Systems Engineering (MBSE) Engineer
Space Subject Matter Experts (SMEs)
Survivability Experts
All Up Round (AUR) Integration Lead
Functional and Integrated Product Team Lead

- b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.
- c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-20 SENSITIVE INFORMATION TECHNOLOGY WORK (JUL 2011)

a. DoD 5200.2-R, DoD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT)/Automated Data Processing (ADP) systems (hereafter referred to as IT), to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

- b. The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.
- c. For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Missile Defense Agency, Security and Emergency Management; ATTN: Personnel Security, 5700 18th Street, Bldg 245, Fort Belvoir, VA 22060-5573.
- d. MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the

Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

CLAUSES INCORPORATED BY FULL TEXT

H-27 FOREIGN PERSONS (Jun 2010)

- 1. "Foreign National" (also known as Foreign Persons) as used in this clause means any person who is NOT:
- a. a citizen or national of the United States; or
- b. a lawful permanent resident; or
- c. a protected individual as defined by 8 U.S.C.1324b(a)(3).

"Lawful permanent resident" is a person having the status of having been lawfully accorded the privilege of residing permanently in the United States as an immigrant in accordance with the immigration laws and such status not having changed.

"Protected individual" is an alien who is lawfully admitted for permanent residence, is granted the status of an alien lawfully admitted for temporary residence under 8 U.S.C.1160(a) or 8 U.S.C.1255a(a)(1), is admitted as a refugee under 8 U.S.C.1157, or is granted asylum under section 8 U.S.C.1158; but does not include (i) an alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after November 6, 1986, and (ii) an alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the alien can establish that the alien is actively pursuing naturalization, except that time consumed in the Service's processing the application shall not be counted toward the 2-year period."

2. Prior to contract award, the contractor shall identify any lawful U.S. permanent residents and foreign nationals expected to be involved on this project as a direct employee, subcontractor or consultant. For these individuals, in addition to resumes, please specify their country of origin, the type of visa or work permit under which they are performing and an explanation of their anticipated level of involvement on this project. You may be asked to provide additional information during negotiations in order to verify the foreign citizen's eligibility to participate on a contract. Supplemental information provided in response to this clause will be protected in accordance with Privacy Act (5 U.S.C. 552a), if applicable, and the Freedom of Information Act (5 U.S.C. 552(b)(6)). After award of the contract, the Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative with the information above prior to making any personnel changes involving foreign persons. No changes involving foreign persons will be allowed without prior approval from the Contracting Officer. This clause does not remove any liability from the contractor to comply with applicable ITAR and EAR export control obligations and restrictions. This clause shall be included in any subcontract."

CLAUSES INCORPORATED BY FULL TEXT

H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (AUG 2014)

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

- 1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.
- 2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.
- 3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).
 - 4. Technical Data. As defined in DFARS 252.227-7013.
- b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contactor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.
- c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice identified in sub-paragraphs 1, 2, and 3 below. When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.
- 1. DISTRIBUTION STATEMENT F: Further dissemination only as directed by Missile Defense Agency, MDA/GMX Next Generation Interceptor Project Office (date of determination: 23 Feb 2021) or higher DoD authority.
- 2. WARNING This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25
- 3. DESTRUCTION NOTICE For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.
 - d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

CLAUSES INCORPORATED BY FULL TEXT

H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

- a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.
- b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

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

CLAUSES INCORPORATED BY FULL TEXT

H-31 TECHNICAL COGNIZANCE (JUN 2011)

a. The Ground-based Midcourse Defense Joint Program Office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position Authority Office Symbol

See Clause G-01

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning

data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

- c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.
- d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.
- e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract as designated by the PCO. These functions shall include, but are not limited to, reviewing and understanding the terms and conditions of the contract, establishing and maintaining a COR file in accordance with PGI 201.602-2(3)(vi), and providing reports on contract performance to the PCO. The COR may serve as a liaison in other administrative matters on an as needed basis when requested by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position Office Symbol Authority

See Clause G-01

- f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.
- g. Government personnel, Government Contractor Support Services (CSS) contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at Integrated Product Team (IPT) meetings and Contractor facilities. The Government IPT members, their CSS support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion, and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews, and clarifications from the Government IPT members, their CSS support or FFRDCs as changes to the terms and conditions of the contract. A PCO is the only individual authorized to change the terms and conditions of the contract.

- a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.
- b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.
- c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.
- d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

Company Name

Contract # and Description

ACA Purpose

To be Determined

- e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.
- f. The Contractor's performance with respect to integration support, cooperation, and the exchange and sharing of information with other BMD contractors, shall comply with security classification requirements as outlined in the DD Form 254 incorporated into this contract.
- g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

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

- a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.
- b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

- c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.
- d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

- a. The contractor and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data -Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.
- b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

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

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

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

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

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

H-41 COST ESTIMATING METHODS (MAR 2015)

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

- a. Planning Estimate The purpose of a planning estimate is to support Government planning. Planning estimates may only be requested by the PCO. A planning estimate shall be provided to the Government in 1 to 2 calendar days or as designated by the PCO. This estimate is very limited in scope, involves minimal pricing ground rules and assumptions from the Government, and is generally comprised of ranges/parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.
- b. Rough Order of Magnitude (ROM) The purpose of a ROM estimate is to support Government budgetary decisions and potential authorization of unpriced actions in the event there is insufficient time for a Not-to-Exceed (NTE) estimate. ROM estimates may only be requested by the PCO. ROM estimates shall be provided to the Government within 5 calendar days or as designated by the PCO. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level SOW, schedule, and equipment lists. The ROM estimate is not generated based on formal Basis of Estimates (BOEs) and by design provides limited supporting rationale. Subcontractor input will be included if schedule allows. Documentation provided shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government.
- c. Not-to-Exceed (NTE) The purpose of an NTE estimate is to support critical Government budgetary decisions, and a binding basis on which to issue unpriced actions. NTEs may only be requested by the PCO. NTE estimates shall be provided to the Government within 10 calendar days or as designated by the PCO. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate shall be based on Basis of Estimate (BOEs) and estimated materials (as required), including supporting rationale. Applicable subcontractor input shall be included as required. Documentation required shall include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government. The Contractor's NTE must be valid for a minimum of one hundred eighty (180) calendar days.

H-43 IMPACT OF GOVERNMENT TEAM PARTICIPATION/ACCESS (JUN 2012)

The Government/Contractor organizational/interface approach (e.g., Integrated Product Teams, Team Execution Reviews, Technical Interchange Meetings, and/or Working Groups), will require frequent, close interaction and/or surveillance between the Government and Contractor/subcontractor team members during contract performance. For this purpose the Contractor, recognizing its privity of contract with the Government, authorizes the Government to communicate directly with, and where appropriate visit as well as monitor, the Contractor's subcontractors. This access/interface is necessary to support the Government's quality and program management approach which emphasizes systematic surveillance and evaluation techniques used to assess Contractor /subcontractor performance. Government team members may offer advice, information, support, and facilitate rapid Government feedback on team-related products, provide clarification, and review Contractor/subcontractor progress; however, the responsibility and accountability for successfully accomplishing the requirements of this contract remain solely with the Contractor. Neither the Contractor nor the subcontractor shall construe such advice, surveillance, reviews and clarifications by Government team members as Government-directed changes to the terms of this contract. The PCO is the only individual authorized to direct or approve any change to the terms of this contract.

H-44 EXERCISE OF OPTIONS (SEP 2012)

The Government may unilaterally exercise one or more of the options under line items CLINs 0601, 0602, 1100, 1101, 1200, 1201, 1202, 1300, 1400, and 1500 at any time during the period of performance, provided the contracting officer sends the contractor a written notice of intent at least 30 days prior to exercise of the option. The contractor shall perform each exercised option in accordance with the terms and conditions established in the contract.

H-45 AS IS GOVERNMENT FURNISHED DATA/DOCUMENTATION AND COMPUTER SOFTWARE (Jan 2013)

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities APR 1984 52.203-5 Covenant Against Contingent Fees MAY 2014 52.203-6 Restrictions On Subcontractor Sales To The Government JUN 2020 52.203-7 Anti-Kickback Procedures JUN 2020 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or MAY 2014 Improper Activity 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity 52.203-12 Limitation On Payments To Influence Certain Federal JUN 2020 Transactions 52.203-13 Contractor Code of Business Ethics and Conduct JUN 2020 52.203-16 Preventing Personal Conflicts of Interest JUN 2020 To Inform Employees Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights 52.204-12 Security Requirements 52.204-2 Security Requirements 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber MAY 2011 Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 S2.204-10 Reporting Executive Compensation and First-Tier JUN 2020 Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-19 Incorporation by Reference of Representations and DEC 2014 Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information JUN 2016 Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-9 Updates of Publicly Available Information Regarding OCT 2018 Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic NoV 2015 Corporations 52.211-5 Material Requirements AUG 2020 Material Requirements AUG 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data JUN 2020 OO015)	52.202-1	Definitions	JUN 2020
52.203-5 Covenant Against Contingent Fees JUN 2020 52.203-6 Restrictions On Subcontractor Sales To The Government JUN 2020 52.203-7 Anti-Kickback Procedures JUN 2020 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or MAY 2014 Improper Activity MAY 2014 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014 52.203-12 Limitation On Payments To Influence Certain Federal JUN 2020 52.203-13 Contractor Code of Business Ethics and Conduct JUN 2020 52.203-16 Preventing Personal Conflicts of Interest JUN 2020 52.203-17 Contractor Employee Whistleblower Rights and Requirement JUN 2020 52.203-19 Prohibition on Requiring Certain Internal Confidentiality JAN 2017 Agreements or Statements AUG 1996 52.204-2 Security Requirements AUG 1996 52.204-2 Security Requirements AUG 1996 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 52.204-1 Reporting Executive Compensation and First-Tier JUN 2020			
52.203-6 Restrictions On Subcontractor Sales To The Government JUN 2020 52.203-7 Anti-Kickback Procedures JUN 2020 JUN 2020 JUN 2020 JUN 2020 JUN 2020 JUN 2020 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or MAY 2014 Improper Activity MAY 2014 JUN 2020 52.203-12 Limitation On Payments To Influence Certain Federal JUN 2020 Transactions JUN 2020 JUN			
52.203-7 Anti-Kickback Procedures JUN 2020 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or MAY 2014 Improper Activity MAY 2014 52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014 52.203-12 Limitation On Payments To Influence Certain Federal Turnsactions JUN 2020 52.203-13 Contractor Code of Business Ethics and Conduct Preventing Personal Conflicts of Interest JUN 2020 JUN 2020 52.203-16 Preventing Personal Conflicts of Interest JUN 2020 JUN 2020 52.203-17 Contractor Employee Whistleblower Rights and Requirement JUN 2020 JUN 2020 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements of Statements AUG 1996 52.204-2 Security Requirements AUG 1996 52.204-2 Security Requirements AUG 1996 52.204-10 Personal Identity Verification of Contractor Personnel JAN 2011 JUN 2011 52.204-13 System for Award Management Maintenance OCT 2018 52.204-13 System for Award Management Maintenance OCT 2018 52.204-19 Incorporation by Reference of Representations and DEC 2014 DEC 2014 <td< td=""><td></td><td></td><td></td></td<>			
52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or MAY 2014 Improper Activity VAY 2014 Improper Activity MAY 2014 2014 Improper Activity MAY 2014 2014 2014 2014 2014 2014 2014 2014			
Improper Activity			
52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity 52.203-12 Limitation On Payments To Influence Certain Federal Transactions 52.203-13 Contractor Code of Business Ethics and Conduct 52.203-16 Preventing Personal Conflicts of Interest 52.203-17 Contractor Employee Whistleblower Rights 52.203-17 Contractor Employee of Whistleblower Rights 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements 52.204-2 Security Requirements 52.204-2 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel 52.204-10 Reporting Executive Compensation and First-Tier 52.204-13 System for Award Management Maintenance 52.204-18 Commercial and Government Entity Code Maintenance 52.204-19 Incorporation by Reference of Representations and 52.204-19 Certifications 52.204-21 Basic Safeguarding of Covered Contractor Information 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.211-15 Marterial Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements AUG 2001 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-10 Price Reductio	32.203-8		TMA 1 2014
Transactions Contractor Code of Business Ethics and Conduct 52.203-16 Preventing Personal Conflicts of Interest JUN 2020 Contractor Employee Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements Security Requirements Security Requirement Maintenance OCT 2018 Subcontract Awards Security Code Maintenance OCT 2018 Subcontract Award Management Maintenance OCT 2018 Security Code Maint	52.203-10		MAY 2014
52.203-13 Contractor Code of Business Ethics and Conduct JUN 2020 52.203-16 Preventing Personal Conflicts of Interest JUN 2020 52.203-17 Contractor Employee Whistleblower Rights 52.203-19 Prohibition on Requiring Certain Internal Confidentiality JAN 2017 52.204-2 Security Requirements AUG 1996 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 JAN 2011 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 JUN 2020 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 JUN 2016 52.204-13 System for Award Management Maintenance OCT 2018 OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 DEC 2014 52.204-19 Incorporation by Reference of Representations and Certifications. DEC 2014 52.204-21 Basic Safeguarding of Covered Contractor Information Systems JUN 2016 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. JUN 2020 <t< td=""><td>52.203-12</td><td></td><td>JUN 2020</td></t<>	52.203-12		JUN 2020
52.203-16 Preventing Personal Conflicts of Interest JUN 2020 52.203-17 Contractor Employee Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights 52.203-19 Prohibition on Requiring Certain Internal Confidentiality JAN 2017 Agreements or Statements 52.204-2 Security Requirements AUG 1996 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding OCT 2018 62.209-10 Protecting the Government's Interest When Subcontracting Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 62.211-5 Material Requirements AUG 2000 62.211-5 Material Requirements AUG 2000 62.211-5 Defense Priority And Allocation Requirements AUG 2001 62.215-2 Audit and RecordsNegotiation JUN 2020 62.215-1 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 62.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 62.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 62.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011		Transactions	
Contractor Employee Whistleblower Rights and Requirement JUN 2020 To Inform Employees of Whistleblower Rights	52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
To Inform Employees of Whistleblower Rights Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements Security Requirements Security Requirements AUG 1996 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper Security Requirements AUG 2011 Content Paper Security Requirements AUG 2011 Content Paper Security Reporting Executive Compensation and First-Tier Subcontract Awards Subcontract Awards Security Reporting Executive Compensation and First-Tier Subcontract Awards Security Reporting Executive Compensation and First-Tier Subcontract Awards Security Commercial and Government Entity Code Maintenance Commercial and Government Entity Code Maintenance Incorporation by Reference of Representations and Certifications. Security Reference of Representations and Certifications. Security Reference of Representations and Certifications Systems Security Reference of Representations and Other Covered Entities. Security Representations on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Security Representation Surveillance Services or Equipment. Security Responsibility Matters Security Responsibility Responsibility Matters Security Responsibility Responsibility Matters Security Responsibility Responsibility Responsibility Responsibility Responsibility Responsibility Responsibility Responsibility Responsibil	52.203-16	Preventing Personal Conflicts of Interest	JUN 2020
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements 52.204-2 Security Requirements 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber MAY 2011 Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 Incorporation by Reference of Representations and DEC 2014 Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information JUN 2016 Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding OCT 2018 Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.211-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements AUG 2000 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data -JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	52.203-17		JUN 2020
52.204-2Security RequirementsAUG 199652.204-4Printed or Copied Double-Sided on Postconsumer Fiber Content PaperMAY 201152.204-9Personal Identity Verification of Contractor Personnel Subcontract AwardsJAN 201152.204-10Reporting Executive Compensation and First-Tier Subcontract AwardsJUN 202052.204-13System for Award Management Maintenance Subcontract AwardsOCT 201852.204-18Commercial and Government Entity Code Maintenance Incorporation by Reference of Representations and Certifications.DEC 201452.204-19Incorporation of Covered Contractor Information SystemsJUN 201652.204-21Basic Safeguarding of Covered Contractor Information SystemsJUN 201652.204-23Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.JUN 201852.204-25Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.AUG 202052.209-6Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for DebarmentJUN 202052.209-9Updates of Publicly Available Information Regarding Responsibility MattersOCT 201852.210-1Market ResearchJUN 202052.211-5Material RequirementsAUG 200052.211-15Defense Priority And Allocation RequirementsAPR 200852.215-2Audit and RecordsNegotiationJUN 202052.215-10Price Reduction for Defective Certified Cost or Pricing Data	52.203-19		JAN 2017
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 Incorporation by Reference of Representations and Certifications. 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information JUN 2016 Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding OCT 2018 Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 Material Requirements AUG 2000 52.211-15 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 Frice Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data Oct 2018 Subcontractor Certified Cost or Pricing Data JUN 2020		Agreements or Statements	
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011 52.204-10 Reporting Executive Compensation and First-Tier JUN 2020 Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 Incorporation by Reference of Representations and Certifications. 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information JUN 2016 Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding OCT 2018 Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 Material Requirements AUG 2000 52.211-15 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 Frice Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data Oct 2018 Subcontractor Certified Cost or Pricing Data JUN 2020	52.204-2	Security Requirements	AUG 1996
Content Paper 52.204-9 Personal Identity Verification of Contractor Personnel 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements AUG 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 Frice Reduction for Defective Certified Cost or Pricing Data AUG 2018 AUG 2018 AUG 2018 AUG 2018 AUG 2019 AUG 2019 AUG 2011 AUG 2019 AUG 2011 AUG 2010 AUG 2011	52.204-4		MAY 2011
S2.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards			
S2.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards	52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
Subcontract Awards 52.204-13 System for Award Management Maintenance OCT 2018 52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information JUN 2016 Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data - JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	52.204-10		JUN 2020
52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic NOV 2015 Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.204-18 Commercial and Government Entity Code Maintenance AUG 2020 52.204-19 Incorporation by Reference of Representations and Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic NOV 2015 Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	52.204-13	System for Award Management Maintenance	OCT 2018
Incorporation by Reference of Representations and Certifications.			
Certifications. 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research S2.211-5 Material Requirements S2.211-5 Defense Priority And Allocation Requirements AUG 2000 52.215-2 Audit and RecordsNegotiation S2.215-2 Audit and RecordsNegotiation S2.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
Basic Safeguarding of Covered Contractor Information Systems Systems			
Systems Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment Updates of Publicly Available Information Regarding Responsibility Matters Prohibition on Contracting With Inverted Domestic Corporations Market Research JUN 2020 52.210-1 Market Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	52.204-21		JUN 2016
Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data - JUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
Services Developed or Provided by Kaspersky Lab and Other Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic NOV 2015 Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	52.204-23		JUL 2018
Covered Entities. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic NOV 2015 Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
and Video Surveillance Services or Equipment. Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
and Video Surveillance Services or Equipment. Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)	52.204-25	Prohibition on Contracting for Certain Telecommunications	AUG 2020
S2.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research Material Requirements Material Requirements AUG 2000 52.211-5 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
With Contractors Debarred, Suspended, or Proposed for Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)	52.209-6		JUN 2020
Debarment 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research 52.211-5 Material Requirements 52.211-15 Defense Priority And Allocation Requirements 52.215-2 Audit and RecordsNegotiation 52.215-8 Order of PrecedenceUniform Contract Format 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
Responsibility Matters Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)	52.209-9		OCT 2018
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
Corporations 52.210-1 Market Research JUN 2020 52.211-5 Material Requirements AUG 2000 52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)	52.209-10		NOV 2015
52.210-1Market ResearchJUN 202052.211-5Material RequirementsAUG 200052.211-15Defense Priority And Allocation RequirementsAPR 200852.215-2Audit and RecordsNegotiationJUN 202052.215-8Order of PrecedenceUniform Contract FormatOCT 199752.215-10Price Reduction for Defective Certified Cost or Pricing DataAUG 201152.215-11Price Reduction for Defective Certified Cost or Pricing DataJUN 2020Modifications52.215-12 (Dev)Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)			
52.211-5Material RequirementsAUG 200052.211-15Defense Priority And Allocation RequirementsAPR 200852.215-2Audit and RecordsNegotiationJUN 202052.215-8Order of PrecedenceUniform Contract FormatOCT 199752.215-10Price Reduction for Defective Certified Cost or Pricing DataAUG 201152.215-11Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications52.215-12 (Dev)Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020)	52.210-1		JUN 2020
52.211-15 Defense Priority And Allocation Requirements APR 2008 52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.215-2 Audit and RecordsNegotiation JUN 2020 52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.215-8 Order of PrecedenceUniform Contract Format OCT 1997 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011 52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.215-11 Price Reduction for Defective Certified Cost or Pricing DataJUN 2020 Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
Modifications 52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020			
52.215-12 (Dev) Subcontractor Certified Cost or Pricing Data (Deviation 2018-JUN 2020	32.213-11		3014 2020
	52.215-12 (Dev)		-JUN 2020

52.215-13 (Dev)	Subcontractor Certified Cost or Pricing Data - Modifications (Deviation 2018-O0015)	JUN 2020
52.215-14	Integrity of Unit Prices	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits	
32.213-16	(PRB) Other than Pensions	JUL 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data	JUN 2020
	Other Than Certified Cost or Pricing Data Modifications	
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate	
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost ContractNo Fee	APR 1984
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-2 52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small	MAR 2020
32.219-4 (DCV)	Business Concerns (DEVIATION 2020-00008)	WIAK 2020
52 210 9	Utilization of Small Business Concerns	OCT 2018
52.219-8		
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 - Overtime	MAY 2018
	Compensation	
52.222-19	Child Labor Cooperation with Authorities and Remedies	JAN 2020
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.222-54		OCT 2020
	Employment Eligibility Verification	
52.222-55	Minimum Wages Under Executive Order 13658	NOV 2020
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons.	JUN 2016
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer	JUN 2014
	Products - Alternate I	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging	JUN 2020
	While Driving	
52.223-20	Aerosols	JUN 2016
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright	JUN 2020
32.221-2	Infringement	JOIN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	DEC 2007
52.228-7	InsuranceLiability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	JUN 2020

52.230-6	Administration of Cost Assourting Standards	JUN 2010
	Administration of Cost Accounting Standards Discounts For Prompt Payment	
52.232-8		FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds TransferSystem for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Title III, Defense	SEP 2016
	Production Act	
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-17	Government Delay Of Work	APR 1984
52.243-2 Alt V	ChangesCost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
	Subcontracts for Commercial Items	NOV 2020
52.244-6		JAN 2017
52.245-1	Government Property	
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of LiabilityHigh-Value Items	FEB 1997
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.246-26	Reporting Nonconforming Items.	JUN 2020
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD	SEP 2011
	Officials	
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense Contract-Related Felonies	- DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Seperately	APR 2020
	Priced	

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7004	Limitations on the Use or Disclosure of Third-Party	OCT 2016
	Contractor Reported Cyber Incident Information	
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation	MAY 2016
252 204 7019	Support Parkitisian on the Association of Coursed Parkets	DEC 2010
252.204-7018	Prohibition on the Acquisition of Covered Defense	DEC 2019
252 204 7020	Telecommunications Equipment or Services	NOVIGOR
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.208-7000	Intent To Furnish Precious Metals As GovernmentFurnished Material	IDEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAY 2019
	The Government of a Country that is a State Sponsor of	
	Terrorism	
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7015	Program Should-Cost Review	NOV 2019
	Pilot Program to Accelerate Contracting and Pricing	AUG 2020
202.210 ///0 (201)	Processes (DEVIATION 2020-00020)	11002020
252.215-7999 (Dev)	Pilot Program Regarding Risk-Based Contracting for Smaller	DEC 2017
202.210 7555 (201)	Contract Actions (Deviation 2018-O0003)	DEC 2017
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health	SEP 2011
232.210 7001	or Safety of Government Personnel.	SEI 2011
252.216-7009	Allowability of Legal Costs Incurred in Connection With a	SEP 2013
232.210-7009	Whistleblower Proceeding	SEI 2013
252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7001	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7002	Changes In Place Of PerformanceAmmunition And	DEC 1991
232.223-7003	Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7004	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7008	Buy American And Balance Of Payments Program Basic	DEC 2017
252.225-7001		DEC 2017
	Qualifying Country Sources As Subcontractors	
252.225-7004	Report of Intended Performance Outside the United States and CanadaSubmission after Award	OCT 2020
252.225-7007	Prohibition on Acquisition of Certain Items from Communist	DEC 2018
	Chinese Military Companies	
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing	DEC 2019
	Specialty Metals	
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7048	Export-Controlled Items	JUN 2013
	Restriction on the Acquisition of Certain Magnets, Tantalum,	
	and Tungsten (DEVIATION 2020-O0006)	
252.225-7978 (Dev)	Restriction on Acquisition of Certain Magnets and Tungsten.	JAN 2019
	(DEVIATION 2019-O0006)	

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business	APR 2019
252.227-7013	Concerns Rights in Technical DataNoncommercial Items	FEB 2014
252.227-7013	Rights in Noncommercial Computer Software and	FEB 2014
232.227-7014	Noncommercial Computer Software Documentation	1 LD 2014
252.227-7015	Technical DataCommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted RestrictionsComputer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-	MAY 2013
	Furnished Information Marked with Restrictive Legends	
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent RightsOwnership by the Contractor (Large Business)	JUN 2012
252.228-7005	Mishap Reporting And Investigation Involving Aircraft,	NOV 2019
	Missiles, And Space Launch Vehicles	
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving	DEC 2018
	Reports	
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting SystemBasic	NOV 2014
252.237-7999 (Dev)	Requirement for Accounting Firms Used to Support	MAR 2019
	Department of Defense Audits (DEVIATION 2019-O0007)	
252.239-7000	Protection Against Compromising Emanations	OCT 2019
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7018 (Dev)		FEB 2019
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications Property for Equitable Adjustment	DEC 1991 DEC 2012
252.243-7002 252.244-7000	Requests for Equitable Adjustment Subcontracts for Commercial Items	OCT 2020
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished	APR 2012
232.243-7001	Property	AI K 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and	AUG 2016
	Avoidance System	
252.246-7008	Sources of Electronic Parts	MAY 2018
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.249-7002	Notification of Anticipated Contract Termination or	JUN 2020
	Reduction	

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018)

(a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

- (b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
- (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
- (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
- (1) In accordance with the terms and conditions of a subcontract or invoice; and
- (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
- (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
- (C) Direct labor;
- (D) Direct travel;
- (E) Other direct in-house costs; and
- (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

- (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contractor Shall support its proposal with adequate supporting data.
- (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf and https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf.

- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.

- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-
- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (JUN 2011)

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.
- (c) Withholding of payment.
- (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance

or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

- (2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) Fee payable. (1) The fee payable under this contract can be located in Attachment J-06, Incentive Fee Plan.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
- (4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within no less than 30 days of the end of the period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-9 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 no less than 30 days of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 days after contract expiration.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including

volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
- (b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
- (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
- (3) For long-term contracts--
- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.
- (d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.
- (e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.
- (g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.
- (h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

- (1) The Contractor represents that it [] is, [X] is not a small business concern under NAICS Code 541715 assigned to contract number HQ085621C0001.
- (2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [N/A] is, [N/A] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: N/A.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [N/A] is, [N/A] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: N/A.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a veteran-owned small business concern.
- (7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [N/A] is, [N/A] is not a service-disabled veteran-owned small business concern.
- (8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--
- (i) It [N/A] is, [N/A] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [N/A] is, [N/A] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concern participating in the HUBZone joint venture: N/A.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

The Contractor's signature on the SF26 acknowledges the information cited in this clause is accurate (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 zero* or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification No.

None

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 180 days prior to use and 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- * The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-
- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to:

Missile Defense Agency Environmental Management Division (MSR) 5222 Martin Road Redstone Arsenal, AL 35898

(End of clause)

52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages N/A, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated January 04, 2021, upon which this contract is based.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

- "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--
- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

- (i) What line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--
- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of

disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020) - ALTERNATE I (JUN 2020)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds--
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, 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, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Not Applicable

- (e)(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 (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate 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), or (d) 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 either the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-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).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Not Applicable

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Missile Defense Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the Missile Defense Agency and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract number HQ085621C0001. This may be confirmed by contacting the Defense Contract Management Agency (DCMA) Administrative Contracting Officer."

(End of clause)

52.248-1 VALUE ENGINEERING (JUN 2020)

- (a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.
- (b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--
- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
- (i) In deliverable end item quantities only;
- (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
- (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the

decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

- (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
- (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

	(.	Figures in percen	t)		
Contract Type	Incentive (Voluntary)	Program Requirement (Mandatory)		
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate	
Fixed-price (includes fixed- price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25	
Incentive (fixed- price or cost) (other than award fee)	(2)	(1) 50	(2)	25	
Cost- reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15	

- * The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- * Same sharing arrangement as the contract's profit or fee adjustment formula.
- * The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.
- (g) Calculating net acquisition savings.
- (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum

payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--
- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
- (i) Fixed-price contracts--add to contract price.
- (ii) Cost-reimbursement contracts--add to contract fee.
- (i) Concurrent and future contract savings.
- (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.
- (5) Alternate no-cost settlement method. When, in accordance with section 48.104-4 of the Federal Acquisition Regulation (FAR), the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:
- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract-valued at or above the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract HQ085621C0001 shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.acquisition.gov

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

- (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 Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

 Contract line, subline, or exhibit line item No. Item description

 NOT APPLICABLE

 (ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

 Contract line, subline, or exhibit line item No. Item description

 Output

 Contract line, subline, or exhibit line item No. Item description

 Contract line, subline, or exhibit line item No. Item description
- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables.
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program.
- (v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or
- (iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

- (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.
- (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that-
- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.
- (5) Unique item identifier.
- (i) The Contractor shall--
- (A) Determine whether to--
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code--
- (A) Shall not be placed on the item; and

- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**

- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
- (2) Embedded items shall be reported by one of the following methods--
- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
- (iii) Via WAWF as a deliverable attachment, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

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:

NOMENCLATURE	NATIONAL STOCK	SENSITIVITY	
	NUMBER	CATEGORY	

To be Determined

(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)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-00017) (SEPT 2015)

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

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

- (b) System criteria. In the performance of this contract, the Contractor shall use—
- (1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and
- (2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.
- (c) If this contract has a value of \$100 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.
- (d) If this contract has a value of less than \$100 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will

allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

- (e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$100 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.
- (f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after—
- (1) Contract award;
- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

- (g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.
- (h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (i) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.
- (3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
- (i) Remaining significant deficiencies;
- (ii) The adequacy of any proposed or completed corrective action;
- (iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

- (iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.
- (4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.
- (k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:
- (1) For subcontracts valued at \$100 million or more the following subcontractors shall comply with the requirements of this clause: (b)(4)
- (2) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause: All Cost-type subcontracts valued greater than \$20 million.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
*Attachment J-01	NGI Statement of Work (SOW)	22 Oct 21	106
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
Attachment J-16	G-06 Allotment of Funds	28 Sep 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel
(b)(4)			
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel
*Attachment J-22	Government Furnished Property	04 Oct 21	Excel

^{*}Denotes Change

AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapp	licable)
P00008	10/25/2021	SEE SCHEDULE					
SSUED BY CODE MISSILE DEFENSE AGENCY (MDA) ILDG, 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898	7. ADMINISTERED BY (Ifother than item 6 DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	1040 RESEARCH BLVD SUITE 100		CODE S0107A SCD: A			
NAME AND ADDRESS OF CONTRACTOR LOCKHEED MARTIN CORPORATION ORD DR NW E AL 35805-1949	(No., Street, County,	State and Zip Code)	x	0A. MOD. 0 1Q0856210	MENT OF SO (SEE ITEM 11 OF CONTRAC 0001	T/ORDE	
DE 5D177	EL CH ITV COL	D.F.	- 1	0B. DATEI 25-Mar-202	O (SEE ITEM	13)	
	FACILITY COI	DE APPLIES TO AMENDMENTS OF SOLI	1 4				
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the	copies of the amendme reference to the solicitation HE RECEIPT OF OFFERS umendment you desire to cha	nt; (b) By acknowledging receipt of this amendn and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACKNO ACKNO D MAY be made	ach copy of the OWLEDGMEN RESULT IN by telegram or	e offer submitted; NTTO BE		
provided each telegramor fetter makes releichte to the	Soficitation and this ankin	discitt, and is received prior to the opening nour	and date	specifica.			
		unkin, and is received prior to the opening nour	and date	speciaed.			
2. ACCOUNTING AND APPROPRIATION D	ATA (If required) EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	r s/ori	DERS.			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	EM APPLIES ONLY DIFIES THE CONTRA	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTE	FS/ORI FEM 14 H IN IT	DERS. 4. EM 14 ARE			
2. ACCOUNTING AND APPROPRIATION D 13. THIS IT IT MOE A. THIS CHANGE ORDER IS ISSUED PURS	PATA (If required) EM APPLIES ONLY DIFIES THE CONTRA UANT TO: (Specify a ORDER IS MODIFIED TH IN ITEM 14, PUR	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTE D TO REFLECT THE ADMINISTRATI	TS/ORI TEM 14 H IN IT	DERS. 4. EM 14 ARE			
2. ACCOUNTING AND APPROPRIATION D 13. THIS IT IT MOD A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	EM APPLIES ONLY OF THE CONTRACT OF THE CONTRAC	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTE D TO REFLECT THE ADMINISTRATI	TS/ORI TEM 14 H IN IT	DERS. 4. EM 14 ARE			
2. ACCOUNTING AND APPROPRIATION D 13. THIS IT IT MOD A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and FAR 43.103(b) and FAR 52.245-1 Governm IMPORTANT: Contractor is not,	EM APPLIES ONLY OF THE CONTRACT OF THE CONTRAC	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH OTO REFLECT THE ADMINISTRATI SSUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF:	TS/ORI TEM 14 H IN IT IVE CH AR 43.	DERS. 4. TEM 14 ARE IANGES (suc) 103(B).	th as changes in		
2. ACCOUNTING AND APPROPRIATION D 13. THIS IT IT MOD A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and FAR 43.103(b) and FAR 52.245-1 Governm	EM APPLIES ONLY TO DIFFES THE CONTRA GUANT TO: (Specify a CORDER IS MODIFIED TH IN ITEM 14, PUR SENTERED INTO PUR distribution of the property is required to significant Property (CORDER IS MODIFIED INTO PUR distribution) and pur distribution and pur distributi	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTED TO REFLECT THE ADMINISTRATIC SUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: Ign this document and return	COPI	DERS. 4. EM 14 ARE IANGES (suc 103(B).	ch as changes in hing office.	n paying	
13. THIS IT IT MODE A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and FAR 43.103(b) and FAR 52.245-1 Governm IMPORTANT: Contractor is not, DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) This modification incorporates (1) an updated new Attachment J-22.	EM APPLIES ONLY DIFFES THE CONTRACTUANT TO: (Specify a CORDER IS MODIFIED TH IN ITEM 14, PURSENTERED INTO PURSENTE	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTED TO REFLECT THE ADMINISTRATIC SUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: Ign this document and return I by UCF section headings, including solic and (2) a transfer of Government Furnand (2) a transfer of Government Furnand (2) a transfer of Government Furnand (3) a transfer of Government Furnand (4) a transfer of Government Furnand (5) a transfer of Government Furnand (6) a transfer of Government Furnand (7) a transfer of Government (7) a tr	COPI	DERS. 4. EM 14 ARE IANGES (suc) 103(B). es to the issun/contract such/contract such/contract such/contract such/contract such such such such such such such such	ch as changes in hing office. Libject matter FP) as reflecte	n paying	
2. ACCOUNTING AND APPROPRIATION D 13. THIS IT IT MOD A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I D. OTHER (Specify type of modification and FAR 43.103(b) and FAR 52.245-1 Governm IMPORTANT: Contractor is not, 4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) This modification incorporates (1) an updated new Attachment J-22.	EM APPLIES ONLY DIFFES THE CONTRACTUANT TO: (Specify a CORDER IS MODIFIED TH IN ITEM 14, PURSENTERED INTO PURSENTE	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTED TO REFLECT THE ADMINISTRATIC SUANT TO THE AUTHORITY OF FAURSUANT TO AUTHORITY OF: Ign this document and return	COPI	DERS. 4. EM 14 ARE IANGES (suc) 103(B). es to the issun/contract such/contract such/contract such/contract such/contract such such such such such such such such	ch as changes in hing office. Libject matter FP) as reflecte	n paying	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Exhibit A	Contract Data Requirements Lists (CDRLs) (DD 1423-1)	06 Aug 21	N/A
Exhibit B	Delivery of Contractor Acquired Property	24 Mar 21	Excel
*Attachment J-01	NGI Statement of Work (SOW)	22 Oct 21	106
Attachment J-02	DD Form 254 and Supplements	03 Jun 21	10
Attachment J-03	Reserved		
Attachment J-04	NGI Incentive Fee Table	06 Jul 21	01
Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
Attachment J-07	WBS Dictionary	04 Jan 21	Excel
Attachment J-08	Work Breakdown Structure (WBS)	04 Jan 21	Excel
Attachment J-09	Sole Source Pricing Instructions	24 Mar 21	14
Attachment J-10	Sole Source Pricing - Format A Template	24 Mar 21	Excel
Attachment J-11	Sole Source Pricing Vertical Cost File Requirements	24 Mar 21	Excel
Attachment J-12	NGI AUR Cost and Software Data Reporting Plan (CSDR)	04 Jan 21	Excel
Attachment J-13	NGI Spend Plan	04 Jan 21	04
Attachment J-14	Contractor Chief Technology Officer Certification Letter	04 Jan 21	01
Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
Attachment J-16	G-06 Allotment of Funds	28 Sep 21	01
Attachment J-17	Development Evaluation Framework (CLASSIFIED)	04 Jan 21	Excel
(b)(4)			
Attachment J-19	OCI Mitigation Plan	04 Jan 21	18
Attachment J-20	Data Rights	13 Aug 20	7
Attachment J-21	NGI Black COMSEC Listing	01 Jun 21	Excel
*Attachment J-22	Government Furnished Property	04 Oct 21	Excel

^{*}Denotes Change

(End of Summary of Changes)

Next Generation Interceptor (NGI)

HQ085621C0001 February 2021

Location	Sub-Location	Unique Item ID	Government	Classification of Government	Posting Reference	Date of Transaction/Date	Date placed in Service	Date of Physical Inventory	Condition Code	LM TAG ID
----------	--------------	----------------	------------	---------------------------------	-------------------	-----------------------------	---------------------------	-------------------------------	----------------	-----------

Ground-Based Midcourse Defense (GMD)

Next Generation Interceptor (NGI)

HQ085621C0001

Statement of Work

October 22, 2021



Missile Defense Agency Building 5222 Martin Road Redstone Arsenal, AL 35898-0001

Controlled by: MDA/GMX

CUI Categories: GTI
Limited Dissemination Centrel: FEDCONPOC:(b)(6)

CIII

(b)(4)	

CH

Contents

1.0	0	Back	ground	1
2.0	0	Scop	e	1
	2.1	K	nowledge Points	2
	2.2	S	pecific Terms and Definitions	6
	2.3	C	ontract Management (Contract Line Item Number (CLIN) 0100; CLIN1100)	7
	2.3	.1	Subcontract Management (CLIN 0100; CLIN 1100)	7
	2.3	.2	RESERVED	8
	2.3	.3	Markings and Delivery (CLIN 0100; CLIN 1100)	8
	2.3	.4	Information Management and Control Plan (CLIN 0100/1100)	9
	2.3	.5	CDRL Resolution	11
	2.3	.6	Government Access	11
3.0	0	Syst	ems Engineering and Program Management	11
	3.1		rogram Management (CLIN 0100; CLIN 1100)	
	3.1		Program Management Processes, Deliveries and Reviews (CLIN 0100; CLIN 1100)	
	3.1	.2	Core Metrics (CLIN 0100; CLIN 1100)	13
	3.1	.3	Finance and Business Operations (CLIN 0100; CLIN 1100)	13
	3.1	.4	Integrated Master Schedule (CLIN 0100; CLIN 1100)	14
	3.1	.5	Technical Data Packages (CLIN 1100)	15
	3.1	.6	Property Management (CLIN 0100; CLIN 1100)	15
	3.1	.7	Infrastructure Planning and Management (CLIN 0100; CLIN 1100)	16
	3.1	.8	Data Management (CLIN 0100; CLIN 1100)	16
	3.1	.9	Request for Not-to-Exceed (CLIN 0100)	16
	3.1	.10	Request for Proposal, Production (CLIN 0100)	17
	3.1	.11	Material Items for Test Articles Pre-PDR (CLIN 0601)	17
	3.1	.12	Material Items for Test Articles Post-PDR (CLIN 0602)	17
	3.2	S	ystems Engineering and Integration	17
	3.2	.1	Systems Engineering& Integration Coordination with the Government (CLIN 0200; CLIN 1200)	17
	3.2	.2	Technical Reviews (CLIN 0200; CLIN 1200)	18
	3.2	.3	Architecture Development and Model Support (CLIN 0200; CLIN 1200)	20
	3.2	.4	Technical Performance Measurements (CLIN 0200; CLIN 1200)	21
	3.2	.5	Integration (CLIN 0200; CLIN 1200)	21
	3.2	.6	Requirements Development and Maintenance (CLIN 0200; CLIN 1200)	22



CHI

	3.2.7	Interfaces (CLIN 0200; CLIN 1200)	22
	3.2.8	Requirements Verification (CLIN 0200; CLIN 1200)	23
	3.2.9	Configuration Management (CLIN 0200; CLIN 1200)	24
	3.2.10	Risk Management (CLIN 0200; CLIN 1200)	24
	3.2.11	Performance and Survivability Analysis (CLIN 0200; CLIN 1200)	24
	3.2.12	Electromagnetic Environmental Effects (CLIN 0200; CLIN 1200)	25
	3.2.13	Survivability Program Plan (CLIN 0200; CLIN 1200)	26
	3.2.14	Test and Evaluation (CLIN 0200; CLIN 1200)	26
	3.2.15	Human Factors Engineering (CLIN 0200; CLIN 1200)	37
	3.2.16	Reliability, Availability, Maintainability, and Testability Program (CLIN 0200; CLIN 1200)	37
	3.2.17	Audits (CLIN 0200; CLIN 1200)	42
	3.2.18	Program Protection (CLIN 0200; CLIN 1200)	42
	3.2.19	Quality, Safety, and Mission Assurance (CLIN 0200; CLIN 1200)	50
	3.2.20	Operations and Sustainment (CLIN 0200; CLIN 1200)	57
	3.2.21	Operations Support (CLIN 0200; CLIN 1200)	57
	3.2.22	NGI Integrated Product Support (CLIN 0200; CLIN 1200)	58
	3.2.23	Obsolescence (CLIN 0200; CLIN 1200)	58
	3.2.24	NGI Packaging, Handling, Storage, and Transportation (CLIN 0200; CLIN 1200)	60
	3.2.25	NGI New Equipment Training (CLIN 0200; CLIN 1200)	61
4.0	AUI	R Development and Delivery	61
4	.1 N	ext Generation Interceptor Development (CLIN 0200)	61
	4.1.1	NGI First Article Inspection and Test (CLIN 0200; CLIN 1200)	
4	.2 Н	ardware Product Engineering (CLIN 0200)	61
	4.2.1	Engineering and Manufacturing Readiness (CLIN 0200)	61
	4.2.2	NGI Production Engineering and Manufacturing (CLIN 0200)	62
	4.2.3	NGI Pedigree and Hardware Acceptance Reviews (CLIN 0200)	62
4	.3 A	UR Test Article Delivery	63
	4.3.1	AUR Test Article Delivery (CLIN 1201 Priced Option)	63
	4.3.2	AUR Test Article Delivery - Material (CLIN 0601; CLIN 0602 Priced Option)	63
	4.3.3	AUR Test Article Delivery (CLIN 1202 Priced Option)	63
4	.4 A	UR Operational Deliveries	64
	4.4.1	Operational AUR Lot 1 Long Lead Material (CLIN 2200 Option) (To Be Priced after PDR)	64
	4.4.2	Operational AUR Lot 1 All Up Rounds (CLIN 2201 Option) (To Be Priced after PDR)	64
	4.4.3	Operational AUR Lot 2 Long Lead Material (CLIN 2202 Option) (To Be Priced after PDR)	64
	4.4.4	Operational AUR Lot 2 All Up Rounds (CLIN 2203 Option) (To Be Priced after PDR)	64

CIII

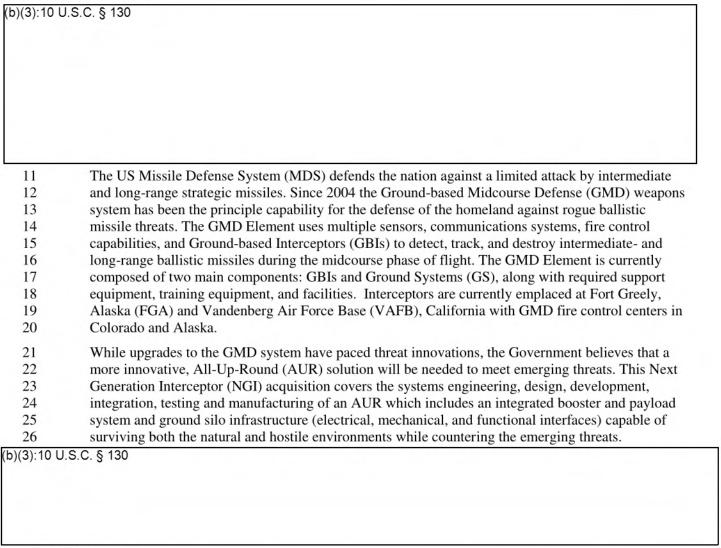
	4.4.5	RESERVED	65
	4.4.6	RESERVED	65
	4.4.7	RESERVED	65
	4.4.8	RESERVED	65
	4.4.9	RESERVED	65
	4.4.10	RESERVED	65
	4.4.11	RESERVED	65
	4.4.12	RESERVED	65
	4.4.13	RESERVED	65
	4.4.14	RESERVED	65
	4.4.15	RESERVED	65
	4.4.16	RESERVED	65
	4.4.17	RESERVED	65
	4.4.18	RESERVED	65
	4.4.19	RESERVED	65
	4.4.20	RESERVED	65
	4.4.21	RESERVED	65
	4.4.22	RESERVED	65
	4.4.23	RESERVED	65
	4.4.24	Operational Article Delivery (CLIN 2XXX Option)	65
4	.5 A	UR Production Maintainability	65
	4.5.1	Production Maintainability (CLIN 2100 Option) (To Be Priced after PDR)	66
	4.5.2	Production Maintainability (CLIN 2101 Option) (To Be Priced after PDR)	66
	4.5.3	Production Maintainability (CLIN 2102 Option) (To Be Priced after PDR)	66
	4.5.4	Production Maintainability (CLIN 2103 Option) (To Be Priced after PDR)	66
	4.5.5	Production Maintainability (CLIN 2104 Option) (To Be Priced after PDR)	66
5.0	AUI	R Software	66
5.		oftware, Firmware and Algorithm Engineering (CLIN 0300; CLIN 1300)	
	5.1.1	Software Development Plan and Process (CLIN 0300; CLIN 1300)	
	5.1.2	Software Test (CLIN 0300; CLIN 1300)	
	5.1.3	Software Independent Verification and Validation and Software Assurance (CLIN 0300; CLIN 1300)	
	5.1.4	Software Product Upgrades (CLIN 0300; CLIN 1300)	
	5.1.5	Software Infrastructure Support (CLIN 0300; CLIN 1300)	
	5.1.6	NGI Software, Firmware, and Algorithm Installation, Maintenance (CLIN 0300; CLIN 1300)	
	5.1.7	Software Security (CLIN 0300; CLIN 1300)	

CIII

5.	.1.8	Software Safety (CLIN 0300; CLIN 1300)	70
5.	.1.9	Software Resource Support (CLIN 0300; CLIN 1300)	70
5.	.1.10	Software Resource Data Reporting (CLIN 0300; CLIN 1300)	70
5.2	M	Iodeling & Simulation (CLIN 0300; CLIN 1300)	71
5.	.2.1	Modeling and Simulation Verification and Validation (CLIN 0300; CLIN 1300)	72
5.3	D	biscrimination Development (CLIN 0300; CLIN 1300)	72
5.0	Pecu	aliar Support Equipment, Special Inspection Equipment and Special Test Equipment (CLIN 0400; 1400)	72
6.1	Е	quipment for Test Laboratories (CLIN 0400; CLIN 1400)	73
-	.1.1 LIN 1	NGI Computer-in-the Loop Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; 1400)	74
	.1.2 LIN 1	NGI Hardware-in-the-Loop Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; 1400)	74
7.0	Othe	er Direct Costs & Travel (CLIN 0500; CLIN 1500)	75
3.0	Con	tractor Acquired Property (CLIN 9001)	76
0.0	Con	pliance and Reference Documents	69
9.1	C	ompliance Documents	69
9.2	R	eference Documents	80
A	crony	vm List	82

CUI

1.0 Background



2.0 Scope

32

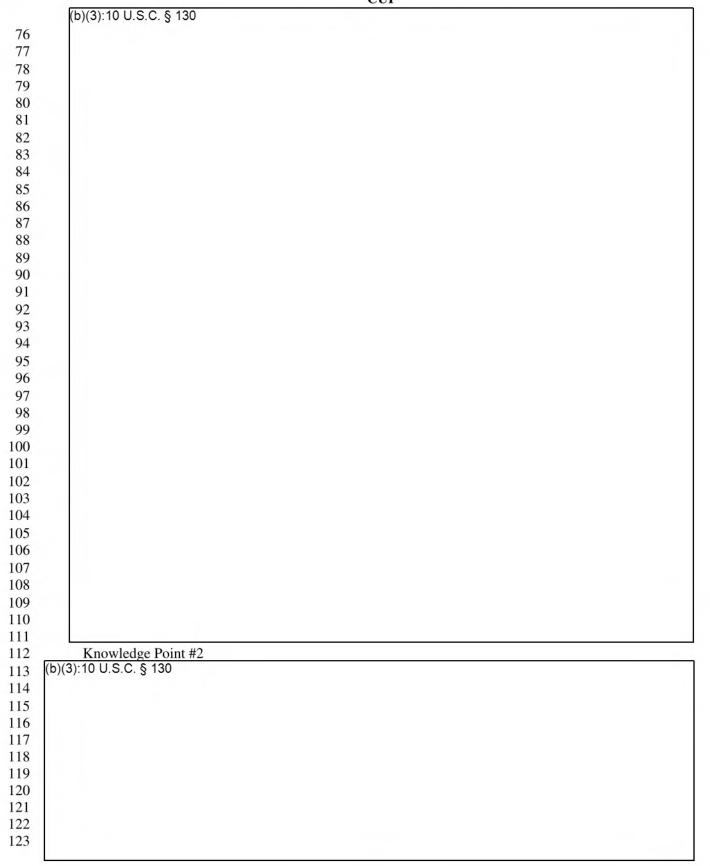
33 This Statement of Work (SOW) identifies the requirements for the NGI program. This SOW defines 34 the scope for NGI systems engineering, design, development, integration, testing, and manufacture 35 of flight test articles for the GMD system in support of the MDS in accordance with (IAW) the NGI 36 Performance Specification. The testing includes the activities and hardware to support ground 37 testing, and activities and hardware to deliver (b)(3):10 U.S.C. § 130 an AUR 38 configuration and support to the corresponding MDS flight test campaigns. The SOW also includes an option for delivery of(b)(3):10 U.S.C. § 130 39 The AUR NGI scope to include test and operational units will be procured IAW Table 1: NGI AUR Quantities. The 40 41 Contractor shall secure viability of future production by maintaining a current design through an 42 obsolescence program and maintaining production facilities. The NGI shall meet all required values 43 in the NGI Performance Specification while providing for design upgradeability in the future. The 44 NGI will provide the GMD program a cost-effective solution that is lethal across the specified threat space and extensible to address future and evolving threats. 45

CHI

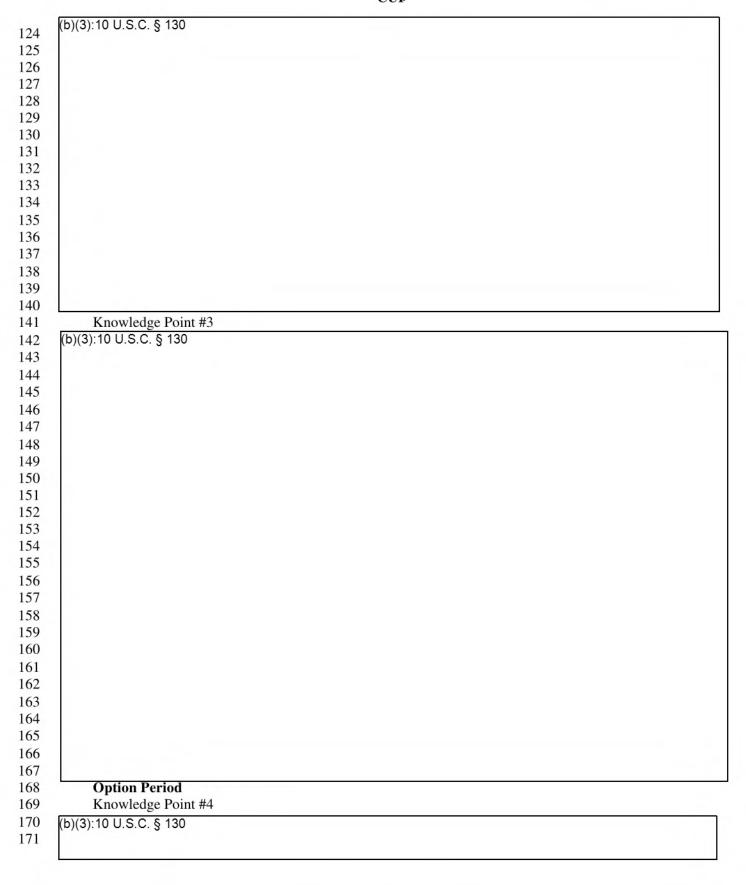
		Table 1: NGI AUR Quantities	(b)(3):10 U.S.C. § 130
CLIN(s)	Scope	Item	
1201	Option	AUR NGI Flight Test Articles	
1202	Option	AUR NGI Flight Test Articles	
2200	Option	Lot 1 AUR NGI Long Lead Material	
2201	Option	Lot 1 AUR NGI	
2202	Option	Lot 2 AUR NGI Long Lead Material	
2203	Option	Lot 2 AUR NGI	
The syst con Cor Gov The doc period Clo	tems engineering teepts. NGI known tractor's progressivernment on the Contractor should be complicated by the Contractor should be contractor should be contractor should be contractor should be contractor for the contractor should be contractor for the contractor should be contractor for the contractor should be contractor should be contractor for the contractor should be contractor for the contractor should be contractor.	hall demonstrate compliance with all programing, design, development, integration and test nowledge points are event driven, performances, ensure industry compliance with NGI pare Contractor's ability to progress to future knall develop and deliver all programmatic, teat ance toward the following Government requirements of the Government Integrated Digor each Knowledge Point demonstrating compliances of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Governments of each knowledge point, the Contraction of the Government of th	ting of all industry interceptor ce-based data points used to assess the crogram objectives and inform the nowledge points. chnical and design data necessary to cred knowledge points (base and option crital Data Environment (IDDE) a copliance with required activities.



CUI



CIII



(b)(3):10 U.S.C. § 130			
Vacual des D.	45		
Knowledge Point (b)(3):10 U.S.C. § 130	#3		
(b)(3):10 U.S.C. § 130	- T 12.		
(-/(-/ 5.5.5.3 100			
1			
Vn avyladaa Painti	#6	_	
Knowledge Point	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		
Knowledge Point (b)(3):10 U.S.C. § 130	#6		



(1	o)(3):10 U.S.C. § 130
	Chasific Towns and Definitions
2	2 Specific Terms and Definitions The term "software" is as defined in Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7014.
	The terms "Subassembly", "Subsystem", "System", "Component", "Part", and "firmware" are as defined in MDA Assurance Provisions (MAP) (MDA-QS-001-MAP) Appendix E.
	The terms "legacy" and "heritage" as defined in the Parts, Materials and Processes Mission Assurance Plan (PMAP) do not apply to the NGI program. All NGI parts, materials, software and firmware shall be treated as "new designs" and meet all MAP and PMAP requirements flowed to the NGI program.
	The term "NGI" refers to an All Up Round consisting of an integrated booster and payload(s).
	The term "material" refers to property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item.
	The term "medium fidelity M&S" is defined as Modeling and Simulation products that include design-specific algorithms and engineering representations of tactical hardware and interfaces. These products would be used by the Government and industry to support element and component level performance analysis for engineering design reviews and trade studies. After fielding, these products would be anchored to high fidelity simulations and/or test data to support forward-looking engineering trade studies and real-world element and component performance analysis.
	The term "Mixed funding" means the mixing of both private and Government funding. Mixed funding shall occur only under the authority and approval of the PCO.
	The term "Digital Engineering" encompasses the Government approach of managing all systems engineering, hardware engineering, and software development activities within Government-owned or contractor provided digital environments.
	The term "Government Integrated Digital Data Environment (IDDE)" comprises a suite of IT solutions to automate and centralize the GM digital engineering models and specific integrating functions, such as program change boards (PCBs), schedule management, risk management, reliability analysis, and data management. This includes model-based systems engineering (MBSE) tools, processes, and environments, modeling and simulation (M&S) environments and tools, Electronic Product Lifecycle Management (ePLM) environment, and software factories utilized in the implementation of DevSecOps software development. These multiple interoperable environments, tools, and processes are intended to provide an end-to-end digital representation of the NGI that allows the Government to manage the program, requirements, design, and performance. In addition, the Government IDDE provides a collaborative space for GM to share data and data products with industry partners and other Government agencies (OGAs). The Government terms IDDE and Integrated Digital Environment (IDE) are synonymous when used in compliance and reference documents.
	The term "full and immediate access" is used IAW MDA Policy Memorandum #73, which

authorizes the Government full and immediate access to perform independent technical verification

259

260

261 262	activities necessary to assure mission success. This includes, but it is not limited to, access to all MDA Contractor processes, procedures, technical analysis, and design documentation.
263 264	The term "Safety Critical Suppliers" and "Mission Critical Suppliers" are as defined in MDA-QS-001-MAP.
265 266	The term "Critical Technologies" is defined as components that may pose major technological risk during NGI development. (Technology Readiness Assessment (TRA) Deskbook 2019)
267 268 269 270	The term "Critical Technology Element" is defined as any technology elements on which the system being acquired is dependent to meet operational requirements (within acceptable cost and schedule limits) and if the technology element or its application is either new or novel or in an area that poses major technological risk during detailed design or demonstration. (TRA Deskbook 2019)
271 272 273 274 275 276	The term "digital dashboard" is defined as an electronic interface that aggregates and visualizes data from the digital engineering environment used to support Program and Technical reviews defined in the Systems Engineering Plan. The Government's intent is for the Contractor to use digital dashboards to support program and technical reviews, trade study analysis, and visualizations of program and technical data as outlined in the Systems Engineering Plan and the MDA Engineering Technical Review manual.
277 278 279	The term "Computer-In-The-Loop (CIL)" is defined as all tactical processors and logic bearing devices and SW/FW with representative interfaces packaged into racks to be integrated with a Government provided Ground Systems (GS) to represent end to end performance.
280 281 282 283 284	The term "Hardware-In-The-Loop (HWIL) is defined as either flight representative and/or flight qualified avionics boxes (with tactical SW/FW) and includes other logic bearing devices, power supplies, one shots, and actuators in a spread configuration to be integrated with Government provided GS to demonstrate end to end functionality and performance of the actual tactical HW and SW.
285 286 287 288	The term "space chamber architecture" is defined as the flight certified NGI sensor assembly, to include the focal plane array (FPA) integrated in the space chamber with supporting avionics boxes, to include IMU, data processors, and communications, to execute real time closed loop performance testing of the KV against a representative threat scene.
289 290 291 292	The term "emplacement" is defined as installing the NGI AUR into a designated silo, and completing the mechanical, electrical, and logical interfaces between the silo and the NGI AUR. This includes successful demonstration of the mechanical, electrical and logical interfaces as well as functional interoperability with GMD Ground Systems.
293	2.3 Contract Management (Contract Line Item Number (CLIN) 0100; CLIN1100)
294 295 296 297	The Contractor shall develop, submit, and facilitate the definitization of change orders, provide correspondence control, track Contract Deliverable Requirements List (CDRL) submission, develop and negotiate required Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs), and perform other required contract administration activities, to include contract closeout.
298 299	The Contractor shall implement Export Administration Policies and Procedures and comply with International Traffic in Arms Regulations (ITAR) and other Government laws and regulations.

2.3.1 Subcontract Management (CLIN 0100; CLIN 1100)

300

301

The Contractor shall deliver Small Business Utilization Report. (CDRL A172)

302 303	The Contractor shall manage subcontracts for timely completion of activities IAW program requirements.
304 305	The Contractor shall provide Government access to Subcontractor activities and data IAW Section H-43 Clause "Impact of Government Team Participation/Access."
306 307	The Contractor shall flow down requirements, information, terms and conditions, and compliance documents to Subcontractors to include applicable supplier base.
308 309	The Contractor shall provide immediate access to supplier (including Safety or Mission Critical Suppliers (SMCS)) performance data and status through the Government IDDE.
310	2.3.2 RESERVED
311	2.3.3 Markings and Delivery (CLIN 0100; CLIN 1100)
312 313 314	The Contractor shall deliver all noncommercial Technical Data and Computer Software, as defined in DFARS 252.227-7013 and 7014 respectively, or otherwise generated under this contract, marked IAW the contract's rights in data clauses.
315 316 317 318 319	The Contractor shall deliver to the Government IDDE unclassified and classified NGI systems engineering and integration data to Government, Other Government Agencies supporting GMD, and GMD Government support Contractors. At the conclusion of the contract, any data provided to the IDDE by the Contractor that is not marked "Proprietary" will be deemed to have Government Purpose Rights and constitutes formal delivery.
320 321	Delivered data that is Controlled Unclassified Information (CUI) or classified information shall be marked IAW DODI 5200.48 and DoDM 5200.01 Vol.1-4, DoD Information Security Program.
322 323 324 325	Within 120 days of issuance of this contract, the Contractor (and applicable Subcontractors) shall obtain Defense Security Service (DSS) authorization for a Trusted Download capability and procedures for classified stand-alone workstations and classified Information Systems supporting MDA MDS-related contracts.
326 327 328 329 330	When publishing/creating information where the highest classification and caveat (if applicable) of the content is less than the "system high" accreditation, the Contractor shall perform a Trusted Download and mark the media, email, or file transfer at the highest classification level and caveat (if applicable) of the actual information being transferred or electronically transmitted to a media source.
331 332 333 334 335 336 337 338	Media products (e.g., CDs, DVDs, tapes, hard-drives), contract documentation transmissions via email, or electronic file transfers (such as CDRL deliveries and program data), transferred to Government or Contractor organizations during the performance of this contract shall be classified and marked at the highest level and caveat (if applicable) of the information being transferred or transmitted and not to the accreditation and caveat level of the workstation or Information System where the data originates. This will result in the media product created or the transmitted electronic file to be marked less than the "system high" accreditation of the originating (source) workstation or Information System.
339 340 341 342	The Contractor shall deliver to the Government IDDE all technical data, software, algorithms, analysis tools, models, and simulations generated in the performance of this contract commensurate with (including mixed funding (Government and Contractor)) and marked IAW DFARS clauses 252.227-7013 and 252.227-7014.
343 344	The Contractor shall post classified and unclassified collaborative documents, and data developed under this NGI SOW, to a central Government IDDE IAW MDA-QS-001-MAP.

CHI

345 346	The Contractor shall retain quality records IAW MDA-QS-001-MAP in a format that is accessible, searchable, editable, and readable by the Government.
347	The Contractor shall inform the Government of posting and location of the quality records.
348 349	The Contractor shall plan, develop, and support data management strategies that incorporate accessible, readable, downloadable, interoperable, and editable metadata.
350	The Contractor shall provide markings and pointers to updates and changes in the documents.
351 352	The Contractor shall maintain the quality records of all program data IAW MDA-QS-001-MAP, to include inputs for Subcontractors and SMCS, but shall not include CDRL deliverables.
353 354	CDRL deliverables shall be uploaded to the Government's CDRL management tool, CDRLVue, per H-NGI-01, Data Delivered or Otherwise Furnished by the Contractor (JAN 2020).
355 356 357 358	DFARS clause 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting" requires the Contractor to provide adequate security on covered Contractor information systems.
359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376	 a. "Covered defense information" (CDI) means unclassified controlled technical information of other information (as described in the CUI Registry at http://www.archives.gov/cui/registry/category-list.html) that requires safeguarding or dissemination controls pursuant and consistent with law, regulations, and Government-wide policies, and is- Marked or otherwise identified in the contract, task order, or delivery order and provided to the Contractor by or on behalf of DoD in support of the performance of the contract; or Collected, developed, received, transmitted, used, or stored by or on behalf of the Contractor in support of the performance of the contract. b. Hereafter, CDI, CUI, Technical Data, or Operationally Critical Support information is referred to as CUI. within fifteen (15) business days after contract award the Contractor shall meet with MDA to specifically identify programmatic information that will be categorized as CUI. The Government intends that all CUI will be identified and categorized NLT sixty (60) days after award. All CUI must be properly categorized IAW Information Management and Control Plan (IMCP) requirements and properly flowed to Subcontractors. d. The Contracting Officer will determine final resolution of unresolved differences in the
377 378	categorization of CDI, CUI, Technical Data, Operationally Critical Support Information or other programmatic information.
379 380 381 382	Distribution and Accountability of CUI: The Contractor shall implement practices to restrict the unnecessary sharing and/or flow of CUI down the entire supply chain based on need-to-know; to include, but not limited to, minimizing the information provided on contracts/purchase orders for procurement of logistics and transportation services, systems, or critical components.
383	2.3.4 Information Management and Control Plan (CLIN 0100/1100)
384	The Contractor shall develop, execute, maintain and deliver IMCP. (CDRL A158)
385 386	Delivery shall be to the direct customer (i.e. the Government or the Contractor's next-level up Contractor).

CUI

The Contractor shall limit the IMCP to five (5) pages.

387

388	The Contractor sh	nall in the IMCP:
389	a. Idei	ntify practices the Contractor implements to restrict the unnecessary sharing and/or
390		v of CUI down the entire supply chain based on need-to-know, to include, but not
391		ited to, minimizing the information provided on contracts/purchase orders for
392		curement of logistics and transportation services, systems, or critical components
393		above paragraph on Distribution and Accountability of CUI).
394		dress procedures for reporting a cyber-incident as defined in DFARS 252.204-7012.
395		cument the process by which the Contractor System Security Plans (SSPs) and Plan
396		Action and Milestones (POAM) are developed and maintained to protect CUI within
397		Contractor's/Subcontractor's unclassified Information Technology (IT) systems.
398		ude a high-level summary of the Contractor's SSP and POAM for their applicable
399		work as Appendix A, SSP & POAM Summary, to the IMCP, to include each of the
400		National Institute of Standards and Technology (NIST) 800-171 control families
401		at the individual controls level). The SSP and POAM summary (Appendix A) are
402		mpt from the five (5) page limitation of the IMCP.
403		presentation from the Contactor that the below IMCP Supplier Compliance
404		plement has been completed.
405	IMCP Supplier C	ompliance Supplement (Appendix B): If the Contractor has suppliers that receive or
406	generate CUI in p	erformance of the contract, the Contractor shall document and maintain on file an
407	IMCP Supplier C	ompliance Supplement (Appendix B).
408	The Supplement	will contain the following:
409	a. List	the Contractor's direct customer (i.e. the Government or the Contractor's next-
410	leve	el up Contractor), contract number, address and contract point of contact
411	info	ormation.
412	b. List	the Contractor's first-tier suppliers that receive or generate CUI in performance of
413	the	contract. Company Name, Data Universal Numbering System (DUNS), Address,
414	Cor	stract Number. If CUI is not passed or generated by any next-tier supplier, follow
415	tem	plate instructions in below section j.1-6 and state NA in the "Supplier Name" field
416	of the	he Supplier Compliance Supplement (Appendix B). All other fields (instructions 7-
417	11)	of the Supplier Compliance Supplement (Appendix B) should remain blank.
418	c. Cor	firm Contractor has identified and flowed only CUI which is needed for their first-
419	tier	suppliers.
420	d. Cor	firm the DFARS 252.204-7012 clause is flowed to their first-tier suppliers.
421	e. Cor	ntractor shall include the IMCP Supplier Compliance Supplement (Appendix B)
422		n delivery of IMCP (CDRL A158) to its direct customer (i.e. the Government).
423	f. Sub	-Contractors (within the extended supply chain) shall securely deliver the IMCP
424		plier Compliance Supplement (Appendix B) via encrypted email or secure file
425		sfer site directly to the Government within 30 business days after their subcontract
426		warded.
427	g. Sub	contractor information delivered under e. or f. above shall be marked as "Company
428		ne – Proprietary" and shall be protected accordingly
429		Contractor shall confirm with MDA when their 1 st Tier Subcontracts are awarded.
430		IMCP Supplier Compliance Supplements shall be updated semiannually at a
431		imum but no more than four (4) times per year.
432		nplate Instructions:
433		. Submitted by: Contractor or Subcontractor submitting the IMCP Compliance
434		Supplement

435	2.	Subcontracted by: State the Company Name, the submitting Prime Contractor
436		that the Subcontractor is supporting under this Government contract. If the
437		Contractor is the Prime Contractor to the Government state "Prime Contractor"
438		in this field
439	3.	Purpose: Identify Sub-contractors/Suppliers who collect, develop, receive,
440		transmit, use or store CUI
441	4.	Date: Date of submission
442	5.	Government Contract Number: List the Government Contract number you are
443		supporting
444	6.	Supplier Name: List all suppliers that collect, develop, receive, transmit, use or
445		store CUI in support of this contract
446	7.	DUNS: Dun & Bradstreet number
447	8.	Supplier Point of Contact: Name, email and phone number from each supplier
448	9.	Does the Subcontract contain DFARS 252.204-7012: Yes or No
449	10.	Has the supplier completed the Self-Assessment IAW NIST 800-171: Yes or
450		No
451 452	11.	Does the supplier have a SSP and Plan of Action and Milestones (POAM) IAW NIST 800-171: Yes or No
453	Flow Down to next-	tier suppliers: The Contractor shall flow down their accepted IMCP procedures
454	and requirements, ir	ncluding the IMCP Supplement (Appendix B), to their next tier suppliers and
455		teratively to any next tier supplier.
456	The Government res	serves the right to request, review and/or inspect the Contractor/ Subcontractor
457	IMCP (including all	appendices) to verify implementation of the Information Management and
458	Control Plan and Dl	FARS 252.204-7012. Further, the Government reserves the right to use the
459	IMCPs to iteratively	navigate through the tiered supply chain. A Contractor will only have visibility
460	to their next-tier sup	oplier(s) IMCPs – sections 3a-e. Government reserves the right to request
461	delivery of the SSP	and POAM from the Contractor and any applicable Subcontractors included in
462	the supply chain. Al	l delivered data provided as part of the IMCP will be handled and classified by
463	the Government as	source selection sensitive information and stored accordingly.
464	2.3.5 CDRL Resolution	n
465 466		l resolve Government comments to CDRLs within thirty (30) days after receipt ments unless otherwise specified in the applicable DD Form 1423.
467	The Contractor shal	l submit a requests for, and obtain Government approval of, extensions via
468	CDRLVue.	1
469	2.3.6 Government Acc	ess
470	The Contractor shal	l authorize full and immediate Government access to SMCS facilities to perform
471	independent technic	al verification activities IAW MDA Policy Memorandum #73, Quality, Safety,
472	and Mission Assura	nce (QSMA) Directorate Access Authority.
473	3.0 Systems Engin	eering and Program Management
474	3.1 Program Manage	ement (CLIN 0100; CLIN 1100)
475	The Contractor shal	l manage the program to design, develop, test, and deliver an integrated, AUR
476		for the NGI program.
477	The Contractor shall	l develop, maintain, deliver, execute and comply with an NGI Program
478		tion Plan (PMEP) (CDRL A011) IAW the MDA GMD PMP.

CUI

479	3.1.1 Pro	ogram Management Processes, Deliveries and Reviews (CLIN 0100; CLIN 1100)	
480	The Contractor shall invite the Government to participate in all NGI technical reviews.		
481 482		Contractor shall post technical review documents IAW MDA-QS-001-MAP and the tailored Instruction 5000.20-INS (ETR Process) to the Government IDDE.	
483	3.1.1.1	Integrated Baseline Reviews (CLIN 0100; CLIN 1100)	
484 485 486	5004	Contractor shall conduct an NGI Integrated Baseline Review (IBR) IAW MDA Instruction .01-INS no later than one hundred eighty (180) calendar days after contract award for both the e and subcontractors.	
487 488		Contractor shall conduct NGI IBRs with Government participation on all NGI subcontracts that or exceed the Earned Value Management (EVM) application threshold.	
489 490	The CIBRs	Contractor shall report risks associated with the Performance Measurement Baseline at all NGI.	
491	3.1.1.2	Integrated Product Team Reviews (CLIN 0100; CLIN 1100)	
492 493 494 495	be co for te	Contractor shall conduct weekly reviews at the Integrated Product Team (IPT) level. Topics to vered shall include at a minimum: identification, assessment, mitigation, and resolution plans chnical and programmatic ongoing activities, and current IPT level Integrated Master Schedule) assessment and project status against that schedule.	
496	The C	Contractor shall deliver additional topics as designated by the Government NGI IPT leads.	
497	3.1.1.3	Program Management Review CLIN 0100; CLIN 1100)	
498 499		Contractor shall conduct a quarterly Program Management Review (PMR) for both rammatic and technical topics.	
500 501 502 503 504 505 506 507 508	When have cover actua (WBS progr	ts for the PMRs shall be delivered to the Government IDDE 48 hours in advance of the event. The digital dashboards are used for presenting PMR data instead of charts, the Government shall access to the dashboard through the IDDE 48 hours in advance of the event. Topics to be red shall include at a minimum: Earned Value metrics, spend plan, current headcount and cost like with projections of Estimate at Complete by Contractor by Work Breakdown Structure (S), status of current program risk assessment and mitigation plan for technical and rammatic risks, current IMS assessment and project status against that schedule, technical ress or issue identification and resolution across the AUR, and Parts, Materials, and Processes cs.	
509 510 511	suppo	Contractor shall report technical status including an overview of design, development, test, or ort activities in work accompanied by actionable status plans for resolution and recovery for technical topic requiring forward work.	
512 513 514	form	Contractor shall report descriptive risks, issues and opportunities at each PMR to enable ulation of recovery plans and resource mitigation activities IAW the NGI Risks, Issues and ortunities Management Plan.	
515	The C	Contractor shall deliver additional topics to the Government IDDE as designated by the	

The Contractor shall deliver minutes and the log of action items within one week of the PMR to the

Government NGI Project Manager.

Government IDDE.

516

517

518

CIII

519 520	The Contractor shall provide Government access and participation into NGI industry boards and technical reviews not specifically called out as a formal review in this SOW.
521	3.1.2 Core Metrics (CLIN 0100; CLIN 1100)
522 523 524 525	The Contractor shall deliver Core Metrics (CDRL A014) IAW MDA-QS-001-MAP, GMD NGI MAP Requirements Applicability Matrix (RAM) and MDA Core Metrics Guidebook (QS-INST-10), to include Core Metrics from all SMCS, in a format coordinated with the Government prior to the initial delivery.
526	3.1.3 Finance and Business Operations (CLIN 0100; CLIN 1100)
527 528 529	The Contractor shall expand the Government-provided WBS found in the Cost and Software Data Reporting (CSDR) Plan, J-12 attachment, to prepare and deliver a Contract Work Breakdown Structure (CWBS). (CDRL A114)
530 531 532	The Contractor shall allocate costs and perform the contract requirements IAW the CWBS and use the CWBS as the framework for executing contract planning, budgeting, and reporting of cost and schedule performance to the Government.
533	The Contractor shall include and deliver in the CWBS the Configuration Items (CIs). (CDRL A114)
534 535	The Contractor shall identify and deliver in the CWBS all major elements of subcontracted work. (CDRL A114)
536 537 538	The Contractor shall establish, implement, update, and maintain an Earned Value Management System (EVMS) IAW DFARS 252.234-7001, DFARS 252.234-7002, and the EVMS guidelines contained in Electronic Industries Alliance (EIA)-748-D.
539 540	The Contractor shall link estimated or actual cost for hardware sub-systems, components, or parts of the NGI design between cost reporting tools and the NGI Systems Architecture Model.
541 542 543 544	The Contractor shall link to and support the Contractor's management processes and systems to the validated EVMS, the software development process, CWBS, and NGI IMS with critical path analysis, change management, material management, procurement, cost estimating, and accounting. (CDRL A114)
545 546	The Contractor shall flow Cost and EVM requirements down to Subcontractors that meet the application threshold.
547 548	The Contractor shall participate as a member of the Common Cost Model Cost Working Group (CWG).
549 550	The Contractor shall develop, maintain, and deliver the following CDRLs for all CLINs IAW the WBS in the CSDR Plan, J-12 attachment.
551 552 553 554 555 556	 Contract Funds Status Report (CFSR) (CDRL A113); Integrated Program Management Report (IPMR) (CDRL A002); Quantity Data Report (Flexfile) (CDRL A003); Technical Data Report (Flexfile) (CDRL A117); Cost and Hour Report (Flexfile) (CDRL A015); and Software Resources Data Reports (CDRL A066).
557 558 559	The Contractor shall provide a Cost and Schedule Management System (Microsoft Access) database from the Contractor's cost management tool reflecting current period and cumulative to date performance data to be submitted with the IPMR.

560	The Microsoft (MS) Access database shall include at a minimum: CLIN, CLIN Title, Level 2 WBS
561	Level 3 WBS, Level 4 WBS, Lowest Level WBS, WBS Title, Integrated Master Plan (IMP) Code,
562	Program Element, Significant Accomplishment, Account, Control Account, Control Account Title,
563	Work Package Description, Result, Earned Value Type, Current Month (CM) Budgeted Cost of
564	Work Scheduled (BCWS), CM Budgeted Cost of Work Performed (BCWP), CM Actual Cost of
565	Work Performed (ACWP), Cumulative (CUM) BCWS, CUM BCWP, CUM ACWP, Estimate to
566	Complete (ETC), Budget at Completion (BAC), Estimate at Completion (EAC), summary level
567	element of cost (Labor, Material, Other Direct Cost (ODC), Subcontract), and Month.

3.1.4 Integrated Master Schedule (CLIN 0100; CLIN 1100)

568

- The Contractor shall develop, deliver and maintain the NGI contract IMS (CDRL A002) IAW the GMD IMP and DI-MGMT-81861A utilizing an IMPR Format 6.
- The Contractor shall make a version of the IMS available through the Government IDDE.
- The Contractor shall synchronize and align its major Subcontractors' and critical subcontracts' reporting to ensure consistent monthly data.
- The contractor shall incorporate and logically link the engineering technical reviews at the AUR unit, subsystem, and system levels into the IMS.
- The Contractor shall integrate the GMD NGI Program knowledge points into the NGI IMS,
- 577 consisting of logic relationships for demonstrating compliance with the required activities to closure 578 and IAW SOW 2.1.
- The Contractor shall include Government specified embedded technical and programmatic interface points in the Contractor IMS for exchange of data and delivery products among the stakeholders in a program, including milestones or tasks to define the interfaces between the various individual program IMPs and IMSs.
- The Contractor shall recommend changes to the Government technical and program interface points.
- The Contractor shall include both Government and external schedule information in the NGI IMS, to include other GMD contracts, which are interdependent with the scope of this contract.
- The Contractor shall manage the execution of the NGI IMS and assess current progress in meeting contract requirements in conjunction with the quarterly PMR.
- The Contractor shall make the supplemental schedule information presented at program reviews and other forums shall be traceable with a unique identifier and accurately reflected in the NGI IMS.
- The Contractor shall adhere to the GMD IMP consisting of a hierarchical relationship of Events, Accomplishments, and Criteria.
- When deemed necessary, the Contractor shall propose changes to the GMD IMP to reflect changes to the ongoing contract.

594 3.1.4.1 Integrated Master Schedule Change Management (CLIN 0100; CLIN 1100)

- The Contractor shall coordinate reforecasting dates that shift Government specified technical and program interface points. The Contractor shall provide a mitigation plan for Government specified technical and program interface points with negative variances at GMD schedule working group meetings.
- The Contractor shall support the Government in the development and execution of the GMD IMS baseline and change process; perform assessments, provide recommendations to the Government;

CHI

601 and update and document the IMS baseline for Government approved changes IAW the MDA GMD 602 PMP. 603 The Contractor shall establish the NGI schedule baseline and inform the GMD Schedule Manager 604 and/or Procuring Contracting Officer (PCO) of the NGI IMS baseline and the critical event change 605 requests. 3.1.4.2 606 Integrated Master Schedule Analysis (CLIN 0100; CLIN 1100) 607 The Contractor shall provide primary, secondary, and tertiary critical path and driving path analysis 608 at the IMS network logic level. (CDRL A002) 609 The Contractor shall use Government-identified milestones and activities for driving path analysis. 610 The Contractor shall perform Schedule Risk Assessments against the Government-approved 611 milestones and present probabilities to achieve these milestones at the quarterly PMRs. 612 The Contractor shall share all schedule information and methodologies with the GMD Schedule 613 Manager. 614 3.1.5 Technical Data Packages (CLIN 1100) 615 The Contractor shall prepare and deliver the NGI Technical Data Package (TDP) through the 616 Government Windchill ePLM. Windchill can be accessed through the Government IDDE. (CDRL A060) The Government shall have full and open access to the Contractor's ePLM environment. 617 618 The Contractor shall prepare and deliver the Silo TDP if silo modifications are required. (CDRL 619 A169) 620 The Contractor shall prepare and deliver Support TDPs for NGI Peculiar Support Equipment (PSE), 621 NGI Special Inspection Equipment (SIE), NGI Special Test Equipment (STE), NGI M&S, and NGI 622 HWIL/Computer-in-the-Loop Laboratory (CIL) assets through the Government Windchill ePLM. 623 Windchill can be accessed through the Government IDDE. (CDRL A055) 624 The Contractor shall deliver all TDPs in native file formats, complete with associated metadata and 625 supplementary technical data as defined in MIL-STD 31000B, Technical Data Packages, to allow for 626 editing, independent assessment, and mass and structure analysis by the Government along with 2D 627 PDF, through the Government IDDE. 628 These TDPs are to be mutually exclusive deliveries, so delivery of multiple copies of the same data 629 is not necessary or acceptable. Maintenance or updates to these TDPs are to be provided via the NGI 630 Contracting Change Proposal (CCP), with the implementation of the CCP updating the TDP. 631 3.1.6 Property Management (CLIN 0100; CLIN 1100) 632 The Contractor shall have a property management system of internal controls to control, use, preserve, protect, repair, maintain, track physical locations and changes, and dispose of all 633 634 Government Property (GP) to include both Government Furnished Property (GFP) and Contractor Acquired Property (CAP) and materials in its possession and in the possession of its Subcontractors. 635 636 The Contractor shall develop, maintain and deliver a Government Furnished Information, Facilities, 637 Equipment, and Property (GFx) List in a Government editable format. (CDRL A116) 638 The Contractor's property management system, to include data management tools, policies, 639 procedures, and practices, shall fulfill the contractual terms and conditions.

The Contractor shall perform an annual inventory of all GFP and CAP, to include material.

640

641 642	The Contractor shall develop, maintain and deliver Physical Inventory Plan, Schedule and Reports containing required FAR and DFARS data elements for all GP to the Government. (CDRL A116)
643 644	The Contractor shall status overall property accountability to the Government IDDE to include Subcontractors by location in a Government editable format.
645	The Contractor shall coordinate proposed GFx changes for Government approval.
646 647 648	The Contractor shall develop and execute an NGI Demilitarization and Disposal Plan for the NGI and support equipment (CDRL A025) IAW DoDM 4160.28, DoDM 5200.01 Vol. 3 Change 2, FAR 52.245-1, and DFARS 252.245-7004.
649 650	The Contractor shall dispose of excess property and provide justification for excess determination to the Government.
651 652	The Contractor shall notify the PCO or Plant Clearance Officer (PLCO) of the demilitarization requirement and requisite funding (if needed) prior to any demilitarization action.
653 654	The Contractor shall obtain written disposition instructions from the PCO or PLCO and funded via contract modification (if needed) prior to any demilitarization action.
655 656	The Contractor shall properly detail credited proceeds in the subsequent contract billing documents (e.g. voucher, invoice).
657 658	The Contractor shall credit the net proceeds from the disposal of scrap against contract overhead and proceeds from the sale of GP against the contract.
659 660	The Contractor's property management program shall comply with DoDI 5000.64 Change 3, FAR Part 45, and DFARS Part 245.
661	3.1.7 Infrastructure Planning and Management (CLIN 0100; CLIN 1100)
662 663 664 665 666	The Contractor shall deliver Infrastructure Change Proposals using the same format as was used for NGI TDP development containing redline drawing change proposals to the Government for approval for any modification requests to existing MDS and/or GMD infrastructure, to include silo, Ground Support Equipment (GSE) and Ground Support System (GSS). Delivery shall be through the Government IDDE. (CDRL A001)
667	3.1.8 Data Management (CLIN 0100; CLIN 1100)
668 669 670	The Contractor shall include plans for Configuration Management of NGI Data Management (Digital Data) in the NGI Configuration Management Execution Plan (CMEP) IAW the MDA-QS-001-MAP. (CDRL A021)
671	3.1.9 Request for Not-to-Exceed (CLIN 0100)
672 673	The Contractor shall deliver a Not-To-Exceed (NTE) estimate for the Long Lead Material (b)(3):10 (b)(3):10 U.S.C. § 130
674 675	The Contractor shall provide sufficient detail in the NTE estimate to include segregated cost and fee, adequate task description, hours and schedules for the Contractor and its Subcontractors.
676 677	The Contractor shall deliver a NTE estimate for the production(b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130
678 679	The Contractor shall provide sufficient detail in the NTE estimate to include segregated cost and fee, adequate task description, hours and schedules for the Contractor and its Subcontractors.

CIII

	680 681	The Contractor's NTE shall provide sufficient detail for the yearly sustainment cost (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130
	682 683 684	The Contractor shall provide a NTE estimate to maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities for CLINs 2100-2104, for one year options.
	685 686	The NTE shall also include training, certifying, and maintaining certification of production support personnel.
	687	3.1.10 Request for Proposal, Production (CLIN 0100)
(b)(3) U.S.(688):10 C. § 130	The Contractor shall deliver a proposal for the production of one (1) lot (b)(3):10 U.S.C. § 130 for AUR NGI, IAW Section J Attachment 07, Request for Proposal (RFP) Pricing Instructions, per Table 1.
	691 692 693	The Contractor shall include in the proposal the price to maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities for CLINs 2100-2104, for one year options.
	694 695	The proposal shall also include training, certifying, and maintaining certification of production support personnel.
	696 697	The Contractor shall provide an update to the NTE for the yearly sustainment cost (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130
	698	3.1.11 Material Items for Test Articles Pre-PDR (CLIN 0601)
	699 700 701	The Contractor shall fabricate and/or procure, material items to support the fabrication, installation and integration of AUR NGI flight test articles, limited to material items required to be procured Pre-PDR.
	702	3.1.12 Material Items for Test Articles Post-PDR (CLIN 0602)
	703 704 705	The Contractor shall fabricate, procure, and integrate material items to support the fabrication, installation and integration of AUR NGI flight test articles, limited to material items required to be procured Post-PDR.
	706	3.2 Systems Engineering and Integration
	707 708	3.2.1 Systems Engineering& Integration Coordination with the Government (CLIN 0200; CLIN 1200)
	709 710 711 712	The Contractor shall execute systems engineering for NGI design, development, test, and production and integration of flight test and production articles throughout the period of performance (PoP) of this contract IAW the NGI Performance Specification. All systems engineering activities shall be conducted to provide for delivery of NGI with path for future upgradeability.
	713 714 715	The Contractor shall develop, execute, maintain, and deliver an NGI Systems Engineering Management Plan (SEMP) (CDRL A020) IAW the MDA GMD Systems Engineering Plan (SEP) and MDA-QS-001-MAP.
	716 717 718 719	The Contractor shall describe in the NGI SEMP how NGI development processes will be incorporated into the ETR process, support digital dashboard to support trade studies and analysis during technical reviews, particularly for system-level technical reviews, knowledge points and technical baselines.

720	The Contractor shall describe their approach within the NGI SEMP for presenting model data using dashboard or other technologies during technical reviews.
722 723	The Contractor shall describe in the NGI SEMP how development activities will be integrated within SE processes, acquisition documents and CDRLs.
724 725 726 727	The Contractor shall support Operational Capacity Baseline processes to include development of Planning, Status and Decision briefings, digital dashboards, and associated documentation required as the Body of Evidence IAW MDA Directive 5000.17 BMDS Operational Capacity Baseline Procedures.
728 729 730	The Contractor shall deliver the requirements model with associated data dictionaries and metadata defining model entries as a single Dynamic Object-Oriented Requirements System (DOORS®) project. (CDRL A008)
731	3.2.2 Technical Reviews (CLIN 0200; CLIN 1200)
732 733 734 735	The Contractor shall execute NGI ETRs IAW the NGI SEMP, the tailored MDA Instruction 5000.20-INS (ETR Process), and the Government approved Technical Review Plans (TRPs). All ETRs shall provide for delivery of NGI as defined in the NGI Performance Specification and future upgrade path.
736 737	The Contractor shall support development of NGI TRPs as a member of the ETR Execution Team as described in the MDA Instruction 5000.20-INS.
738 739 740	The Contractor shall provide formal OE for all ETRs to satisfy entrance/exit criteria and show technical rigor has been applied to the engineering process IAW the tailored MDA Instruction 5000.20-INS.
741 742 743	Where OE has been delivered from or derived from the NGI Requirements model, Systems Architecture model, Hardware/Software design, or supporting analysis models, the Contractor shall deliver these models in their original, editable formats through the Government IDDE.
744 745 746	The Contractor shall update all OE for ETRs within sixty (60) days post-review to reflect changes from the review, unless otherwise agreed to between the Government and the Contractor, and deliver to the Government IDDE.
747	Government approval of the updates to OE will be a constraint to completion of the review.
748 749	The Government will provide a response to post-ETR OE updates within seven (7) days of delivery to the Government IDDE.
750 751 752	The Contractor shall support the execution of Independent Technical Risk Assessments (ITRAs) prior to PDR and CDR as described in the DoD Policy Memorandum for ITRA for Major Defense Acquisition Programs.

- 753 The Contractor shall provide access to programmatic and technical information and facilitate ITRA
- team visits to the Contractor and Subcontractor(s) as deemed necessary by the official conducting the

755 ITRA.

- The Contractor shall incorporate ITRA findings into the NGI Risk Management process.
- 757 3.2.2.1 Technical Execution Reviews (CLIN 0200; CLIN 1200)
- The Contractor shall conduct NGI Technical Execution Reviews (TERs) IAW the NGI SEMP.

CHI

759	3.2.2.2	NGI Software	Specification	Reviews	(CLIN 0200)
-----	---------	---------------------	---------------	---------	-------------

- The Contractor shall conduct a Software Specification Review (SSR) in compliance with MDA-QS-
- 761 001-MAP, tailored MDA Instruction 5000.20-INS, the NGI SEMP, the TRP, and the NGI SDP, and
- 762 complete all SSR action items through submittal and closure by the Government.

763 3.2.2.3 NGI System Requirements Reviews (CLIN 0200)

- The Contractor shall conduct an SRR in compliance with MDA-QS-001-MAP, tailored MDA
- Instruction 5000.20-INS, the NGI SEMP, the TRP, and the NGI SDP, and complete all SRR action
- items through submittal and closure by the Government.

767 3.2.2.4 NGI Preliminary Design Reviews (CLIN 0200)

- The Contractor shall conduct PDRs in compliance with MDA-QS-001-MAP, the tailored MDA
- Instruction 5000.20-INS, the NGI SEMP and the TRP and complete all PDR action items through
- submittal and closure by the Government.
- 771 The Contractor shall conduct Preliminary Trade Studies and report findings as OE for PDR IAW
- 772 Trade Study Plan as detailed in the tailored MDA Instruction 5000.20-INS. The Contractor shall
- deliver data and other analysis used to develop trade studies and findings, through the Government
- The independent Government analysis of findings.
- The Contractor shall provide a detailed plan to describe the path to meet the objective NGI
- requirements, as described in the GMD NGI AUR PS (MIS-61834), or other system upgrades, at
- PDR. This plan will assist the Government with future program planning.

778 3.2.2.5 NGI Critical Design Reviews (CLIN 0200)

- The Contractor shall conduct CDR in compliance with MDA-QS-001-MAP, the tailored MDA
- 780 Instruction 5000.20-INS, the NGI SEMP and the TRP and complete all CDR action items through
- submittal and closure by the Government.
- The Contractor shall conduct Final Trade Studies and report findings as OE for CDR IAW Trade
- 783 Study Plan as detailed in the tailored MDA Instruction 5000.20-INS. The Contractor shall deliver
- data and other analysis used to develop trade studies and findings, through the Government IDDE to
- 785 enable independent Government analysis of findings.
- The Contractor shall provide an updated plan to describe the path to meet the objective NGI
- 787 requirements, as described in the GMD NGI AUR PS (MIS-61834), at CDR.

788 3.2.2.6 NGI Qualification Readiness Reviews (CLIN 0200)

- The Contractor shall conduct a Qualification Readiness Review (QRR) prior to the start of
- qualification in compliance with the tailored MDA Instruction 5000.20-INS, the NGI SEMP and the
- 791 TRP and complete all QRR action items through submittal and closure by the Government.

792 3.2.2.7 NGI Manufacturing and Production Readiness Assessment (CLIN 0200)

- 793 The Contractor shall conduct Engineering and Manufacturing Readiness Level (EMRL) assessments
- 794 IAW MDA Instruction 5010.24-INS in support of the Manufacturing and Production Readiness
- 795 Assessments (MRAs/PRAs).
- The Contractor shall conduct NGI and Subsystem MRAs/PRAs concurrently with the NGI CDRs
- and prior to the Production Readiness Reviews (PRRs).
- The Contractor shall deliver to the Government IDDE the NGI MRA/PRA OE.



CIH

799	3.2.2.8	NGI Production Readiness Review (CLIN 1200)		
800 801 802	Comp	Contractor shall conduct NGI, Safety or Mission Critical Subassembly, Subsystem, System, and bonent, PSE, SIE, STE, and Software and Firmware PRRs IAW MDA-QS-001-MAP and the SEMP.		
803	The C	Contractor shall deliver to the Government IDDE the NGI PRR OE.		
804	3.2.2.9	Interceptor Silo System Reviews (CLIN 1200)		
805 806		Contractor shall support planning and execution of Interceptor Silo System Reviews (ISSRs), as cable to NGI, IAW the GMD Hardware Delivery Process (GHDP).		
807	3.2.2.10	Test Readiness Reviews (CLIN 1200)		
808 809 810	MAP	Contractor shall conduct Test Readiness Reviews (TRRs) in compliance with MDA-QS-001-, the tailored MDA Instruction 5000.20-INS, the NGI SEMP and the TRP and complete all action items through submittal and closure by the Government.		
811	3.2.3 Arc	hitecture Development and Model Support (CLIN 0200; CLIN 1200)		
812 813 814	docur	Contractor shall implement a Model-Based Systems Engineering (MBSE) approach and ment this approach through the NGI SEMP. See also Attachment J-18, NGI Elements of Value for additional incorporated requirements.		
815 816 817	The Contractor shall describe in the NGI SEMP how the Contractor will develop the NGI Systems Model, use the NGI Systems Model during technical reviews, and integrate this model into the GMI Systems Model. (CDRL A020)			
818 819 820	The Contractor shall detail in the NGI SEMP how an integrated, cohesive NGI Systems model will be developed and delivered consisting of the Requirements Model, Systems Architecture Model, an supporting systems analysis models and simulations. (CDRL A020)			
821 822 823	Archi	Contractor shall deliver to the Government IDDE the integrated, cohesive NGI Systems tecture Model consisting of the Requirement, Structure, Behavior, and Parametric views and orting systems analysis models and simulations. (CDRL A038)		
824 825		Contractor shall describe in the NGI SEMP how traceability will be maintained between NGI rements, architecture, analysis models, hardware TDPs and Software design.		
826 827 828 829	forma NoMa	Contractor shall deliver the NGI Systems Architecture Model as a single electronic file, using a at with associated data dictionaries and metadata defining model entries that is compatible with agic Cameo version 19 service pack 4, or later version with mutual Government/Contractor ment.		
830 831 832	Langu	Contractor shall develop the NGI Systems Architecture Model using the Systems Modeling uage (SYSML) v1.5 described in ISO/IEC 19514:2017, IT - Object Management Group (OMG) ms Modeling Language (SYSML).		
833 834		Contractor shall develop NGI Systems Architecture Model views to be compliant with ISO/IEC 3:2017 IT - OMG Unified Profile for DODAF and MODAF (UPDM), 2.1.1.1		
835 836 837 838	remai matur	Contractor shall develop, deliver and maintain the NGI Concept of Operations (CONOPs) to a consistent and traceable to Use Cases, design decisions, functional allocations and technical rity of the NGI Systems Architecture Model and aligned to the GMD Increment X Operations ept (OPSCON). (CDRL A028)		

839 840	The Contractor shall align the technical maturity of the NGI CONOPs to the GMD Increment X OPSCON and the NGI Systems Architecture Model. (CDRL A028)
841 842 843	The Contractor shall deliver all model views developed to support the NGI CONOPS through the NGI Systems Architecture Model in its native format as a single model file. The Contractor shall deliver this file IAW the NGI SEMP in a format that is editable by the Government.
844 845 846	The Contractor shall develop, deliver and maintain the NGI Architecture Description Document down to the sub-system and unit level to remain consistent and traceable to Use Cases design decisions, functional allocations and technical maturity. (CDRL A038)
847 848 849 850 851 852	The Contractor shall develop the Architecture Description Document from a Use Case perspective, where one or more Use Cases are developed to describe how NGI capabilities defined in the CONOPs will be implemented by the NGI design. The Architecture Description Document is defined as a set of model views developed and delivered through the NGI Systems Architecture Model in its native format as a single model file. The Contractor shall deliver this file to the Government IDDE IAW the NGI SEMP in a format that is editable by the Government.
853	3.2.4 Technical Performance Measurements (CLIN 0200; CLIN 1200)
854 855	The Contractor shall use and maintain NGI system critical, top level performance measures with objective and threshold values to bound design trades across the NGI.
856 857 858	The Contractor shall jointly, with the Government, derive the Technical Performance Measurements (TPMs) and their associated values, to be used as a key tool in measuring top level design margins and informing design trades across the system.
859 860	The Contractor shall identify TPMs within, and trace to, the NGI Systems Architecture model elements.
861 862	The Contractor shall develop, deliver, and update NGI TPM Reports (CDRL A006) IAW the TPMs identified in the NGI SEMP and the process identified in the MDA GMD SEP.
863 864 865	The Contractor shall provide technical expertise supporting the development, maintenance, analysis, and tracking of GMD TPMs and the associated TPM confidence levels and post data and recommendations to the Government IDDE IAW the NGI SEMP and MDA-QS-001-MAP.
866	3.2.5 Integration (CLIN 0200; CLIN 1200)
867 868 869 870	The Contractor shall support synchronized integration of the NGI with GMD, other MDS Elements, and other associated air, space, and missile defense organizational capabilities/assets directed by the Government, in support of current mission and functions IAW Section H-33 "PROGRAM SYNCHRONIZATION."
871 872	The Contractor shall develop, execute, maintain, and deliver an NGI Systems Integration Implementation Plan (SIIP) (CDRL A126) IAW the GMD Systems Integration Plan.
873 874	The Contractor shall execute a Live Sequence Demonstration integration and interface validation event and deliver the test results to the Government. (CDRL A013)
875 876 877	The Contractor shall conduct the Live Sequence Demonstration in the Contractor's integration facility and shall use flight hardware, software and interfaces. (Government approval is required for the use of flight representative hardware for the Live Sequence Demonstration)
878 879 880	The Contractor shall provide views of the NGI Requirements model and NGI Systems Architecture model which represent the requirements, design, and interfaces exercised during the Live Sequence Demonstration 30 days prior to the event through the Government IDDE.

CIII

881	See a	lso Attachment J-18, NGI Elements of Value (#7) for additional incorporated requirements.		
882	3.2.5.1	Silo Design (CLIN 0200)		
883 884 885 886 887	opera electr	Contractor shall provide changes required to the current internal silo configuration, to include tional and test silos at VAFB and FGA, to support NGI emplacement to include physical, rical and logical interface changes, associated cost and schedule requirements to the rnment IDDE. TDPs shall be delivered describing these changes IAW Section 3.1.5 of this		
888	3.2.5.2	VAFB Test Silo Modifications (CLIN 1101)		
889 890	The C flight	Contractor shall perform modifications to the existing GMD test silos at VAFB to support NGI tests.		
891 892		Contractor shall design, develop, and deliver all modifications, including PSE, SIE, and STE, to our changes to the existing silos IAW Section 6.0.		
893	3.2.5.3	RESERVED		
894	3.2.6 Req	quirements Development and Maintenance (CLIN 0200; CLIN 1200)		
895	The C	Contractor shall develop and maintain the NGI Requirements Model IAW the NGI SEMP.		
896 897		Contractor shall deliver the NGI Requirements Model IAW the NGI SEMP as a single, fied, DOORS® database. (CDRL A008)		
898 899 900 901 902	The Contractor shall provide technical expertise in development and maintenance of the respective GMD and NGI requirements including functional, performance, and interface requirements, associated Verification Cross Reference Matrices, trace reports IAW MDA Directive 5000.15 (BMDS Requirements Traceability Process), the NGI SEMP, MDA-QS-001-MAP, and TBR/TBD Burn Down Plans.			
903 904 905 906	speci: Verif	Contractor shall develop, execute, maintain, and deliver the respective NGI performance fications as components of the NGI Requirements Model that includes the associated ication Cross Reference Matrices, bidirectional trace reports IAW MDA Directive 5000.15, the SEMP, and TBR/TBD Burn Down Plans. (CDRL A008)		
907 908		Contractor shall trace all NGI requirements to the design elements of the NGI Systems steeture model which implements that requirement.		
909 910		Contractor may suggest departure from contracted technical baseline requirements by submitting juest for Variance IAW the GMD CMP. (CDRL A012)		
911	3.2.7 Inte	erfaces (CLIN 0200; CLIN 1200)		
912 913		Contractor shall develop and execute all NGI to GMD GS interfaces IAW the GMD GS to AUR MIS-61833) and corresponding Interface Design Descriptions (IDD).		
914 915 916 917 918	Speci Requ trace	Contractor shall develop, execute, maintain and deliver NGI Internal Interface Requirements fications (IRSs) and Interface Control Documents (ICDs) as a component of the NGI irements Model to include associated Verification Cross Reference Matrixes, and bidirectional reports, and TBR/TBD Burn Down Plans IAW MDA Directive 5000.15 and as detailed by the SEMP. (CDRL A008)		
919 920		Contractor shall develop, execute, maintain and deliver the NGI Internal IDD as a component of GI Systems Architecture Model to include associated design analyses and methodologies,		

CHI

compliance risk assessments, and TBR/TBD Burn Down Plans, the NGI Specification Tree and the

921

922	MDA-QS-001-MAP as defined by the NGI SEMP. (CDRL A038)
923 924 925 926	The Contractor shall develop, execute, maintain and deliver the NGI to Silo Internal IDD as a component of the NGI Systems Architecture Model to include associated design analyses and methodologies, compliance risk assessments, and TBR/TBD Burn Down Plans, the NGI Specification Tree and the MDA-QS-001-MAP as defined by the NGI SEMP. (CDRL A038)
927 928	The Contractor shall deliver NGI Internal IRSs, ICDs, and IDDs as components of the NGI Requirements and Architecture models as defined by the NGI SEMP. (CDRL A008 and A038)
929 930	The Contractor shall support development of IRSs, ICDs, and IDDs for the NGI interfaces to the GS, as a component of the NGI Systems Architecture Model. (CDRL A008 and A038)
931 932	The Contractor shall trace all NGI interface requirements to the design element of the NGI Systems Model which implements the interface.
933 934	The Contractor shall support Interface development, allocation, derivation, maintenance and impact assessments IAW the NGI SEMP.
935 936	The Contractor shall support the development and maintenance of GMD Human-System Interfaces IAW the NGI SEMP.
937	3.2.8 Requirements Verification (CLIN 0200; CLIN 1200)
938 939 940 941	The Contractor shall develop, deliver, maintain and execute an NGI Verification Execution Plan (VEP) (CDRL A097) as part of the NGI Requirements Model IAW the Government GMD Verification Plan, MDA-QS-001-MAP, and GME-TAI-RFIT-0089, with traces to the NGI Test Execution Plan (TEP).
942 943 944	The Contractor shall perform planning, design, and verification analysis to satisfy the requirements of the respective NGI AUR PS and deliver analyses and results to the Government IAW the NGI VEP.
945 946 947	The Contractor shall verify intra- and inter-connectivity and interface requirements during laboratory testing using available system test lab facilities and deliver results to the Government IAW the NGI VEP.
948 949	The Contractor shall develop and maintain NGI Verification Event Matrices (VEMs) within the NGI Requirements Model.
950 951	The Contractor shall develop and maintain NGI Verification Summary Sheets (VSSs) within the NGI Requirements Model.
952 953 954	The Contractor shall develop and maintain verification traceability for each requirement of the NGI performance specifications and interfaces to include the success criteria, verification method to verify compliance with that particular requirement in the NGI Requirements Model. (CDRL A008)
955 956	The Contractor shall develop, coordinate with the Government, and deliver NGI Verification Closure Notices (VCNs) to the associated requirement in the NGI Requirements Model.
957 958 959	The Contractor shall develop and deliver NGI Verification and Validation (V&V) Reports documenting the analysis and results used to satisfy the requirements of the respective specification. (CDRL A061)
960 961	The Contractor shall support GMD System Verification Reviews providing technical rationale and background on NGI contributions to the overall GMD system verification effort.

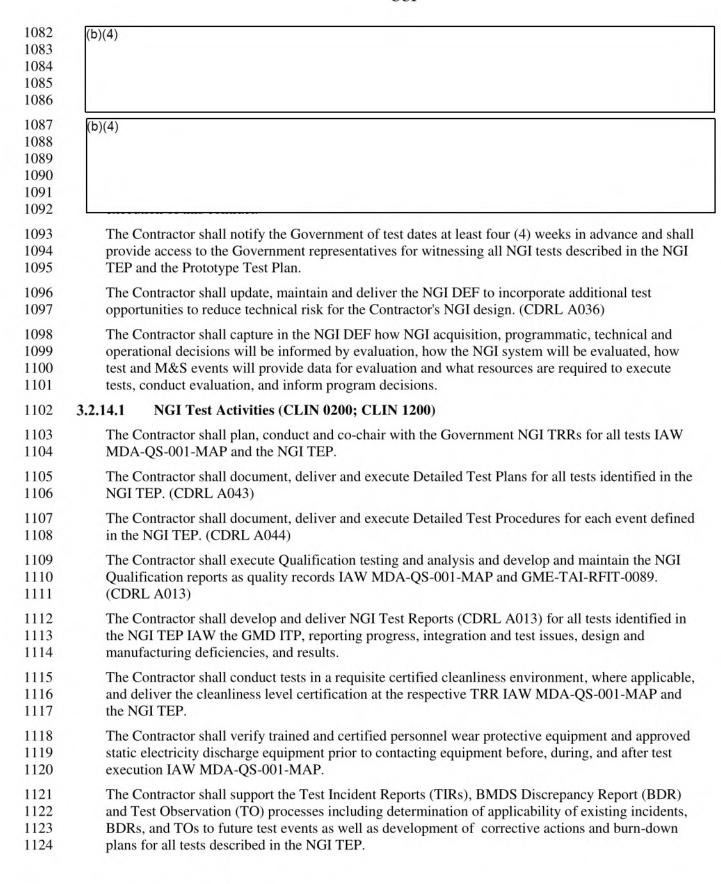
962	3.2.9 Con	figuration Management (CLIN 0200; CLIN 1200)		
963 964	The Contractor shall develop, execute, maintain, and deliver an NGI CMEP (CDRL A021) IAW the GMD Configuration Management Plan (CMP) and MDA-QS-001-MAP.			
965 966		Contractor shall have the NGI CMEP and processes in place by SRR to properly identify, ol, document and verify NGI Requirements and NGI Architecture models.		
967 968 969		Contractor shall have the NGI CMEP and processes in place by SRR to properly identify, ol, document and verify, and audit software items IAW the MDA-QS-001-MAP and GMD		
970 971		Contractor shall prepare and deliver NGI Configuration Status Accounting (CSA) Information the MDA-QS-001-MAP and the NGI CMEP. (CDRL A107)		
972 973		Contractor shall prepare and deliver NGI as-built records IAW the MDA-QS-001-MAP and the CMEP. (CDRL A108)		
974 975		Contractor shall prepare and deliver NGI Engineering Change Proposals (ECPs) IAW MDA- 01-MAP and NGI CMEP. (CDRL A001)		
976 977		Contractor shall prepare and deliver Notices of Revision (NORs) with ECPs IAW the NGI P. (CDRL A104)		
978 979		Contractor shall prepare and deliver Engineering Release Records (ERRs) with ECPs IAW the CMEP. (CDRL A106)		
980	3.2.10	Risk Management (CLIN 0200; CLIN 1200)		
981 982 983	Mana	Contractor shall develop, execute, maintain, and deliver an NGI Risks, Issues, and Opportunities gement Plan (RIOMP) developed IAW the GMD RIOMP and the MDA-QS-001-MAP. L A022)		
984	3.2.11	Performance and Survivability Analysis (CLIN 0200; CLIN 1200)		
985 986		Contractor shall develop, execute, maintain, and deliver an NGI Analysis Execution Plan (AEP) the GMD Program Analysis Plan (PAP). (CDRL A140)		
987 988 989	predic	Contractor shall present post-test data, post-test analyses results, and pre-test to post-test etion comparisons at the respective test's Post-Test Data Analysis Review IAW the NGI AEP te NGI TEP. Test and analysis data shall be delivered in a Government editable format.		
990	3.2.11.1	Analysis Tools (CLIN 0200; CLIN 1200)		
991 992 993	scripts	Contractor shall update, integrate, and deliver analysis tools, data manipulation and extraction s, analysis scripts, and data report generators used in NGI analyses to the Government IAW the AEP. (CDRL A065)		
994 995 996	analys	Contractor shall deliver source and executable code and associated documentation for the sis tools (CDRL A065) to the Government IAW the NGI AEP for Government collaboration dependent execution.		
997 998		Contractor shall deliver user manuals, metadata and supplementary data for the analysis tools L A091) to the Government IAW the NGI AEP.		

CHI

3.2.11.2	GMD and MDS Analysis Support (CLIN 0200; CLIN 1200)
sup	e Contractor shall provide technical expertise in planning and executing analyses and deliver porting analyses and data IAW the GMD PAP, the GMD Integrated Test Plan (ITP), the GMD rification Plan, and the GMD M&S Verification, Validation and Accreditation (VV&A) Plan.
	e Contractor shall support the development, maintenance and delivery of the GMD and NGI pabilities and Limitations reports IAW the NGI AEP.
(CI	e Contractor shall develop, maintain and deliver an NGI Survivability Assessment Report (SAR) DRL A130) to include a review of system threats, system performance issues, system degradation shortfalls, and suggested improvements to Battle Management algorithms.
The (b)(3):	e Contractor shall provide technical expertise to perform, document, and assess (b)(3):10 U.S.C. § 10 U.S.C. § 130
3.2.12	Electromagnetic Environmental Effects (CLIN 0200; CLIN 1200)
	e Contractor shall develop, deliver, maintain and execute an NGI Electromagnetic Environmental fects (E3) Control Plan. (CDRL A040)
con	e Contractor shall develop and implement NGI and Subsystems' designs to be electromagnetically npatible with other GMD and MDS Systems, Support Systems and Sensors in the NGI erational electromagnetic environment.
stai	e Contractor shall perform analysis and testing of the NGI designs IAW E3 requirements and indards MIL-STD-464C, DOD Interface Standard: E3 Requirements For Systems, and deliver the places and results to the Government IDDE.
The	e Contractor shall deliver E3 Integration and Analysis Report (E3IAR). (CDRL A160)
The	e Contractor shall deliver E3 Verification Procedures (E3VP). (CDRL A161)
The	e Contractor shall deliver E3 Verification Report (E3VR). (CDRL A162)
The	e Contractor shall deliver Spectrum Certification Spectral Characteristics Data. (CDRL A163)
inte Tel	e Contractor shall design all NGI communication equipment to comply with DoD, national, and ernational regulations for the use of the electromagnetic spectrum, as described in the National ecommunications and Information Administration (NTIA) "NTIA Manual of Regulations and ecedures for Radio Frequency Management."
inte Cha	e Contractor shall design all NGI communication equipment to comply with DoD, national, and ernational regulations for the use of the electromagnetic spectrum, as described in DoDI 4650.01 ange 1 "Department of Defense Instruction, Policy and Procedures for Management and Use of Electromagnetic Spectrum."
life sur	e Contractor shall meet all NGI Electromagnetic Environment requirements throughout the rated cycle of the Interceptor by including the following activities and tasks: maintenance, repair, veillance, and corrosion control as described in MIL-STD-464C "DoD Interface Standard – ctromagnetic Environmental Effects Requirements for Systems."
dur Inte	e Contractor shall meet requirements during and after exposure from internal or external sources ing production, transportation, emplacement, and operations IAW MIL-STD-464C "DoD erface Standard – Electromagnetic Environmental Effects Requirements for Systems, Paragraph 5.8" and MDA-QS-001-MAP.

1040	3.2.12.1	Electrostatic Discharge (CLIN 0200; CLIN 1200)
1041 1042		Contractor shall develop, maintain, and execute an Electrostatic Discharge (ED) Control Plan MDA-QS-001-MAP.
1043	3.2.12.2	High-Altitude Electromagnetic Pulse (CLIN 0200; CLIN 1200)
044	(b)(3):10 U.S	
046 047		Contractor shall adhere to DoDI 3150.09 Change 2, MIL–STD-461G, MIL-STD-188-125-1, and STD-188-125-2, MIL-STD-2169C, and MDA-QS-001-MAP.
048 049	(USS	Contractor shall meet certification requirements of United States Strategic Command TRATCOM) Instruction SI-501-2 and MIL-HDBK-423.
1050 1051 1052 1053 1054	(b)(3):10 U.S	.C. § 130
.055	3.2.13	Survivability Program Plan (CLIN 0200; CLIN 1200)
057 058	(b)(3):10 U.S.	C. § 130
059	3.2.14	Test and Evaluation (CLIN 0200; CLIN 1200)
.060 .061 .062 .063	GMD the B	Contractor shall develop, deliver, maintain and execute an NGI TEP (CDRL A036) IAW the ITP, MDA-QS-001-MAP, the NGI VEP, the GMD M&S VV&A Plan, GME-TAI-RFIT-0089, MDS Flight Test (FT) CONOPS, the BMDS Ground Test (GT) CONOPS, the BMDS rescurity Test CONOPS, the NGI DEF, and MDA Directive 3000.11 Test Policy.
064 065 066 067 068 069 070	closed Requi Imple NGI I and P Exect	Contractor shall develop the NGI TEP with traceability to the following documentation for d loop verification: GMD System Specification & VCRM, Subsystem VCRMs, NGI irements Model, NGI Systems Architecture Model, NGI ICDs/IRSs, NGI VEP, NGI Integration ementation Plan, NGI DEF, NGI Manufacturing and Initial Production Plan (MIPP), NGI SDP, Reliability, Availability, Maintainability, and Testability (RAMT) Plan, NGI Parts, Materials rocesses Control Plan (PMPCP), NGI System Safety Program Plan (SSPP), NGI M&S ation Plan, NGI E3 Control Plan, NGI Hardware, Software, and Firmware Utilization Matrix UM), NGI Quality and Mission Assurance Program Plan, and NGI CMEP.
072 073		Contractor may submit deferral requests for non-critical parts to be tested Post-PDR in the TEP overnment approval.
074 075 076		Contractor shall include in the NGI TEP all testing and evaluation across the NGI program to de: developmental testing and evaluation and BMD and GMD-level Ground, Cyber, and FT s.
1077 1078 1079 1080 1081	testin GN& testin	Contractor shall include the following developmental testing and evaluation in the NGI TEP: g to mature technologies to a TRL of 7, testing to verify critical component performance (e.g. C), hot fire, sensor characterization, structural performance, isolator testing, survivability g, environmental testing, integration events identified in the NGI SIIP, acceptance testing, fication testing, software qualification testing, reliability testing, (b)(4)

CUI



CIII

1125 1126 1127	The Contractor shall maintain TIRs, BDRs and TOs, corrective actions and burn-down plans mapped to the NGI Systems Architecture Design, and traced to the NGI Systems Architecture model elements.		
1128 1129	The Contractor shall support pre- or post-event anomaly investigation and failure review activities for all tests identified in the NGI TEP IAW the MDA-QS-001-MAP.		
1130 1131 1132	The Contractor shall maintain pre- or post-event anomaly investigation and failure review data mapped to the NGI Systems Architecture Design, and traced to the NGI Systems Architecture model elements.		
1133	3.2.14.2 NGI Prototype Test Activities (CLIN 0200; CLIN 1200)		
1134 1135 1136	To reduce development and integration risk, and to validate concepts through demonstrations, the Contractor shall develop prototype tests of their systems and key elements as defined in the following subparagraphs.		
1137 1138	The Contractor shall detail prototype tests for all NGI Critical Technologies and CTEs in the Prototype Test Plan. (CDRL A167)		
1139 1140	The Contractor shall deliver a Prototype Test Report (CDRL A168) for each test detailed in the Prototype Test Plan. (CDRL A167)		
1141 1142	The Contractor shall provide a Prototype Test Plan covering all Contractor proposed and Government approved prototyping activities in advance of testing. (CDRL A167)		
1143 1144 1145 1146 1147	The Contractor shall include in the Prototype Test Plan (CDRL A167) a description of the hardwar or system to be prototyped, traceability to the NGI Requirements and NGI Systems Architecture models, anticipated schedule of test events and milestones (which includes data and report delivery to the Government), a V&V plan (which includes correlation to any Modeling and Simulation (M&S) listed in SOW Section 5.2), and a projected risk reduction plan.		
1148	The Contractor shall deliver the raw data in the Prototype Test Reports. (CDRL A168)		
1149 1150	The Contractor shall obtain approval of the content and format for all Prototype Test Reports (CDRL A168) and document this in the Prototype Test Plan (CDRL A167).		
1151 1152	The Contractor shall summarize prototyping test results and the methodology used to analyze test results in a Prototype Test Report. (CDRL A168)		
1153 1154 1155 1156	The Contractor shall include in the Prototype Test Report achieved technical performance, achieved risk mitigation, assessment of risk reduction versus original projection plans for future risk reduction correlation to any M&S identified in SOW Section 5.2 and plans for integration with higher lever NGI systems.		
1157	3.2.14.3 NGI Integration Testing Support (CLIN 0200; CLIN 1200)		
1158 1159	The Contractor shall support GMD Integration Testing in both Contractor and Government run facilities IAW the GMD ITP.		
1160	3.2.14.4 System Test Support (CLIN 0200; CLIN 1200)		
1161 1162 1163 1164	The Contractor shall support the NGI-related activities for the BMD and GMD System tests as described in the GMD ITP, BMDS FT CONOPS, BMDS GT CONOPS, BMDS Cybersecurity Test CONOPS, GMD Cybersecurity Test Plan, MDA Directive 3000.11 Test Policy, and DoD Cybersecurity Test and Evaluation Guidebook 2.0		
1165	The Contractor shall support the Assessment Integrated Product Team (AIPT) processes.		

1166 1167	(IPRs) as described in the GMD ITP for all tests described in the NGI TEP.		
1168 1169	The Contractor shall support the development of Test Evaluation Reports and conduct of Post-Test Analysis Briefs (PTABs) for all System Tests described in the NGI TEP.		
1170 1171	The Contractor shall support the MDS Joint Analysis Team (JAT) processes and products for all System Tests described in the NGI TEP.		
1172 1173 1174	The Contractor shall conduct analysis in support of test objectives, risk management, and GMD, MDA and Warfighter reporting products as described in the GMD ITP, NGI TEP, and the GMD Risk Management Plan (RMP).		
1175 1176	The Contractor shall deliver test data and documentation to the Missile Defense Data Center (MDDC) as defined in the Integrated Data Management Plans (IDMPs) for each Test.		
1177 1178 1179 1180	The Contractor shall deliver Pre-Test Event Certification Data Packages (CDPs) and associated reference documents to the Government IDDE prior to execution of each System Test event IAW MDA Instruction 8360.01-INS and Appendix D of the GMD Quality and Mission Assurance Program Plan.		
1181 1182	The Contractor shall deliver an As-Run CDPs (CDRL A143) following execution of each System Test event IAW MDA Instruction 8360.01-INS.		
1183 1184 1185	The Contractor shall support MDS Integrated Master Assessment Plan (IMAP) activities to include development of Systems Engineering Test Requirements Working Group (SETRWG) products, test infrastructure requirements, documentation, and IDMPs.		
1186	3.2.14.4.1 Ground Tests (CLIN 0200; CLIN 1200)		
1187	3.2.14.4.1.1 System Ground Test Campaigns (CLIN 0200; CLIN 1200)		
1188 1189	The Contractor shall support the planning, design, integration, execution, analyses, and reporting activities for BMD and GMD System GT Events IAW the GMD ITP.		
1190	The Contractor shall support BMDS Developmental Phases as defined in the GMD ITP.		
1191 1192	The Contractor shall support GT and BMDS Developmental Phase tests per the BMDS GT CONOPS IAW the GMD ITP and NGI TEP.		
1193 1194	3.2.14.4.1.2 System Ground Test Requirements, Test Planning and Design (CLIN 0200; CLIN 1200)		
1195 1196 1197	The Contractor shall support test planning as described in the NGI TEP to include development of GMD and NGI test objectives, test and data requirements, test configurations, integration and analysis plans, test planning documentation, and supporting schedules.		
1198 1199	The Contractor shall document and manage test requirements in the NGI Requirements Model, tracing test requirements to the System Requirements or Design element being verified in the test.		
1200 1201	The Contractor shall support BMDS IMAP activities in Phase 1 of the System GTs to include development of AIPT products, test infrastructure requirements, documentation, and IDMPs.		
1202	3.2.14.4.1.3 System Ground Test Readiness and Integration (CLIN 0200; CLIN 1200)		
1203 1204	The Contractor shall support GMD integration testing with NGI hardware and software required to meet Test Objectives leading up to each System GT event identified in the NGI TEP.		

1205 1206 1207	The Contractor shall support infrastructure configuration build-up following GMD component hardware and software upgrades and Installation and Checkout (I&CO) in the appropriate System Test Lab (STL).
1208 1209 1210	The Contractor shall support stimulation and test framework development and integration activities as well as integration with GMD and BMD System test assets leading up to execution of GTs in STLs.
1211 1212 1213	The Contractor shall support stimulation and test framework development and integration activities as well as integration with GMD and BMD System test assets leading up to the execution of Distributed Ground Tests (GTDs).
1214	3.2.14.4.1.4 System Ground Test Execution (CLIN 0200; CLIN 1200)
1215 1216 1217	The Contractor shall support test execution IAW the GMD ITP and the NGI TEP to include execution of Developmental Test (DT) and Operational Test (OT) Runs for Record (RFR) as well as development of Daily Status Reports and Test lessons learned.
1218 1219	The Contractor shall provide reports of test results at the end of each day during integration, dry runs, and RFR phases of GTs.
1220	3.2.14.4.1.5 System Ground Test Analysis and Reporting (CLIN 0200; CLIN 1200)
1221 1222	The Contractor shall conduct analysis of NGI performance to include integration runs, dry runs, and RFR as described in the NGI TEP.
1223	3.2.14.4.2 Other Ground Tests (CLIN 0200; CLIN 1200)
1224 1225 1226 1227	The Contractor shall support other ground test activities including but not limited to: real world, operational exercise type events; Warfighter Tactics, Techniques, and Procedures (TTPs) development events; external element upgrades and trial periods and GMD and NGI tests described in the GMD ITP.
1228 1229	This Contractor shall support planning and issue resolution, upload NGI component data to the MDDC, and provide analyses, as directed, to support these other ground test activities.
1230	3.2.14.4.3 Cybersecurity Tests (CLIN 0200; 1200)
1231 1232 1233 1234	The Contractor shall support the planning, design, integration, execution, analysis, and reporting activities for Cybersecurity Testing as described in the GMD ITP, the BMDS Cybersecurity Test CONOPs, the GMD Cybersecurity Test Plan, the NGI TEP and the NGI Cybersecurity Implementation Plan (CIP).
1235 1236	3.2.14.4.3.1 Cybersecurity Test Requirements, Test Planning and Design (CLIN 0200; CLIN 1200)
1237 1238	The Contractor shall support planning for GMD and BMD System Cybersecurity events, tests or campaigns identified in the NGI TEP.
1239 1240 1241	The Contractor shall support development of GMD and NGI test objectives, test and data requirements, test configurations, integration and analysis plans, test planning documentation, and supporting schedules for all Cybersecurity Tests identified in the NGI TEP.
1242 1243	The Contractor shall document and manage test requirements in the NGI Requirements Model, tracing test requirements to the System Requirements or Design element being verified in the test.

CU

1244	3.2.14.4.3.2 Cy	bersecurity Test Readiness and Integration (CLIN 0200; CLIN 1200)	
1245 1246	•	pport GMD integration testing with NGI component hardware and software ersecurity test event identified in the NGI TEP.	
1247 1248 1249	· · · · · · · · · · · · · · · · · · ·	pport infrastructure configuration build-up following NGI component upgrades and I&CO for each Cybersecurity test event identified in the NGI	
1250 1251	The Contractor will con to perform Cybersecurit	firm the NGI configuration is documented and correctly isolated, if required, by testing.	
1252	3.2.14.4.3.3 Cy	bersecurity Test Execution (CLIN 0200; CLIN 1200)	
1253 1254	The Contractor shall sup TEP IAW the GMD ITE	pport BMD and GMD Cybersecurity test execution as described in the NGI P and the NGI TEP.	
1255 1256	•	pport execution of GMD and BMDS integration, dry runs, DT and OT RFRs, lly Status Reports and Test lessons learned.	
1257 1258	The Contractor shall proruns, and RFR.	ovide reports of test results at the end of each day during integration, dry	
1259	The Contractor shall sup	pport re-constitution of the system under test as directed.	
1260	3.2.14.4.3.4 Cy	bersecurity Test Analysis and Reporting (CLIN 0200; CLIN 1200)	
1261 1262	The Contractor shall corruns, and RFR as descri	nduct analysis of GMD element performance to include integration runs, dry bed in the NGI TEP.	
1263 1264	The Contractor shall support the development of Test Evaluation Reports and conduct of PTABs for each Cybersecurity Test in which NGI participates.		
1265 1266		rticipate in the planning, design, integration, execution, analysis, and GMD and NGI Cybersecurity tests IAW the GMD ITP and NGI TEP.	
1267	3.2.14.4.4 Flight Tests (C	LIN 0200; CLIN 1200)	
1268 1269 1270 1271	reporting for NGI activi	rticipate in the planning, design, integration, execution, analysis, and ties for FTs described in the NGI TEP to include GMD Pre-Mission Tests and System Post-Flight Reconstructions (SPFRs) IAW the GMD ITP and the	
1272 1273 1274 1275 1276	The Contractor shall support test planning meetings to establish the interface between the GMD and external MDS Elements (if required); provide GFP requirements and required delivery schedules; provide support and input to MDA developed test documentation and MDA test meetings and reviews; support system test and evaluation and Government Certification and Accreditation (C&A) efforts; and support Integrated Master Test Plan (IMTP) working groups, updates, and activities.		
1277	The Contractor shall pro	ovide, maintain and update any NGI test equipment required for FTs. (b)(4)	
1278	(b)(4)		
1279 1280	3.2.14.4.4.1 Fli 1200)	ight Test Requirements, Test Planning and Design (CLIN 0200; CLIN	
1281	•	pport the development of test event requirements, and conduct test planning wents as described in the GMD ITP IAW the NGI TEP	

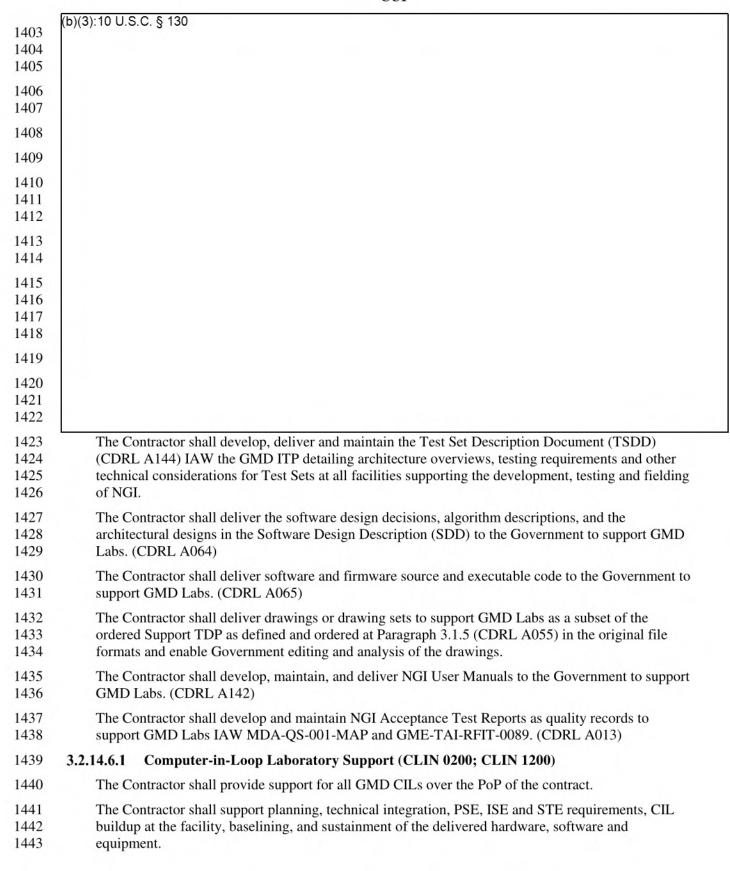
1283 1284 1285	The Contractor shall support the development and documentation of GMD and NGI test objectives; test and data requirements; test configurations; SPMT plans; Digital System Pre-Mission Test (DSPMT) plans; SPFR plans; analysis plans; and supporting schedules.		
1286 1287	The Contractor shall document and manage test requirements in the NGI Requirements Model, tracing test requirements to the System Requirements or Design element being verified in the test.		
1288 1289 1290 1291	The Contractor shall deliver data to the Government IDDE to support the Program Introduction (PI) initial Technical Interchange Meeting (TIM) through the 30/45 SW/XP office to address flight test planning, operations, and safety concerns IAW Air Force Space Command Manual 91-710 Volume 1-7 (AFSPCMAN 91-710V1-7).		
1292 1293 1294	The Contractor shall support the development of range safety analysis and documentation IAW AFSPCMAN 91-710V1-7; Range Commander's Council (RCC) 319-19 and 324-11, using Eastern and Western Range (EWR) 127-1 as reference.		
1295 1296	The Contractor shall support the development of a Range Safety Data Package (RSDP) for each FT described in the NGI TEP.		
1298 1299 1300 1301 1302 1303 1304			
1305 1306 1307	The Contractor shall support the presentation of the design to the relevant range and flight safety personnel and work with MDA to achieve acceptance of the proposed flight safety system implementation.		
1308 1309	The Contractor shall support interactions with the flight test range and working groups designed to prepare the flight safety system for test.		
1310	The Contractor shall support development of test IDMPs.		
1311 1312	The Contractor shall support development of test scenarios and target requirements for FTs described in the NGI TEP.		
1313	The Contractor shall support planning and scheduling activities of the asset management process.		
1314	The Contractor shall support the development of GMD TEPs, documentation, and procedures.		
1315 1316 1317	The Contractor shall support the development of a Test Case Design Document (TCDD), Test Information Sheets (TIS), and certification packages in support of pre-mission testing and post-flight reconstruction events.		
1318	3.2.14.4.4.2 Flight Test Readiness and Integration (CLIN 0200; CLIN 1200)		
1319 1320	The Contractor shall support the GMD and NGI test readiness and integration for FTs IAW NGI TEP.		
1321 1322	The Contractor shall support the integration of NGI components into the GMD Prime Contractor Integration Lab (PCIL) to conduct PMTs, SPMTs and SPFRs.		

1323 1324	in the NGI Development Lab (NDL) as part of the PMTs, SPMTs and SPFRs.
1325	The Contractor shall support simulation framework and MDS integration and readiness tests.
1326 1327	The Contractor shall support the completion of GMD integration and execution of GMD integration and readiness tests for FTs described in the NGI TEP.
1328 1329	The Contractor shall support the Government Mission Director in the conduct of the pre-mission events for FTs described in the NGI TEP.
1330 1331	The Contractor shall support the conduct of DSPMTs, SPMTs, SPFRs, and range support testing in the STL environment for FTs described in the NGI TEP.
1332	3.2.14.4.4.3 Flight Test Execution (CLIN 0200; CLIN 1200)
1333 1334	The Contractor shall support GMD test execution in support of the FTs as described in the GMD ITP and the NGI TEP.
1335 1336	The Contractor shall support the Government Mission Director in the conduct of FT events as described in the NGI TEP.
1337 1338 1339 1340	(b)(3):10 U.S.C. § 130
1341	3.2.14.4.4.4 Flight Test Analysis and Reporting (CLIN 0200; CLIN 1200)
1342 1343 1344	The Contractor shall support analysis of GMD and NGI performance, as demonstrated in events to include DSPMTs, SPMTs, end-to-end tests, Countdown Training (CDT), FTs, and SPFRs as described in the NGI TEP.
1345 1346	The Contractor shall support the development of a test execution report and participate in the conduct of a Post-Test Analysis Review encompassing execution events that are part of the flight.
1347 1348	The Contractor shall support and contribute to Public Affairs (PA) products as described in the test data requirements plan.
1349 1350	3.2.14.4.4.5 Flight Test Silo Refurbishment and Reconfiguration; Test Article Emplacement (CLIN 0200; CLIN 1200)
1351 1352 1353	For NGI Flight Test events, the Contractor shall update the silo configuration to the NGI mechanical, electrical, and logical interface requirements defined in the TDP delivered in SOW Section 3.1.5, prior to NGI emplacement.
1354 1355	The Contractor shall support the conduct of a Silo Readiness Review with the Government and other GMD Contractors to verify readiness for NGI emplacement.
1356 1357 1358	The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance Data Package, and other assessments/reports/briefs as required for each silo refurbishment or reconfiguration associated with the NGI FT events. (CDRL A043, A044)
1359 1360	The Contractor shall support pre-flight test walk-up activities and execute silo pre-flight test maintenance to ensure flight test readiness.
1361 1362	The Contractor shall support refurbishment of the silo to a baseline configuration capable of supporting an emplacement of a test or operational interceptor after execution of any NGI FTs.

CUI

1363	3.2	2.14.4.4.6	Other Flight Tests (CLIN 0200; CLIN 1200)
1364 1365		ontractor sha d the NGI T	all support targets of opportunity or other flight testing as described in the GMD EP.
1366	3.2.14.4.5	MDS Asse	essment and Development Testing (CLIN 0200; CLIN 1200)
1367 1368 1369			all support the planning, design, integration, execution, analyses, and reporting al BMDS Assessment and Development test events IAW the NGI M&S Execution
1370 1371 1372	require	ements, test	all support development of GMD and NGI test objectives, test and data configurations, integration and analysis plans, test planning documentation, and es for Digital BMDS Assessment and Development Testing.
1373 1374			all document and manage test requirements in the NGI Requirements Model, ments to the System Requirements or Design element being verified in the test.
1375 1376			all support MDS and GMD integration testing with NGI software required to meet adding up to each Digital BMDS Assessment and Development Test event.
1377 1378			all support executing a constructive digital model representation of the NGI system Digital BMDS Assessment and Development Test event.
1379 1380			all support stimulation and test framework development and integration activities attion of Digital BMDS Assessment and Development Testing.
1381 1382 1383	include		all conduct and deliver to the Government IDDE analysis of NGI performance to runs, dry runs, and RFRs for Digital BMDS Assessment and Development Tests NGI AEP.
1384	3.2.14.4.6	System Te	est Laboratory Support (CLIN 0200; CLIN 1200)
1385 1386 1387	discov	ered during	all provide responsible engineers to troubleshoot test incidents and failures integration and test activities in the STLs, to include GTs, SPMTs, SPFRs, and rmine root cause.
1388 1389			all oversee the repairs of Contractor-furnished hardware and software and certify and software meet the requirements of the GMD system.
1390 1391			all provide GMD support and input to MDA developed test documentation and so, reviews and schedules.
1392 1393			all provide Change Request (CR) documentation to request a change to NGI ware in STLs.
1394	3.2.14.5	NGI Prod	uct Test and Inspection Plan (CLIN 0200; CLIN 1200)
1395 1396			all develop and maintain NGI Product Test and Inspection Plans (PTIPs) as quality e an Inspection Program IAW MDA-QS-001-MAP.
1397	3.2.14.6	GMD Tes	t Laboratory Support (CLIN 0200; CLIN 1200)
1398 1399			nd GMD Contractors run and operate numerous HWIL and CIL laboratories to MDS level integration and testing events.
1400 (k 1401 1402)(3):10 U.S.C	C. § 130	

CUI



CHI

	The Contractor shall provide repair services to failed NGI CIL products and parts.
	The Contractor shall provide hardware, firmware, software and Information Assurance (IA) updates to the NGI CIL products to maintain congruence with flight test and operational configurations.
3	3.2.14.6.2 Hardware-in-Loop Support (CLIN 0200; CLIN 1200) (b)(3):10 USC § 130
	3.2.14.6.2.1 GMD Hardware-in-the Loop Support (CLIN 0200; CLIN 1200)
	The Contractor shall provide support for the GMD HWIL over the PoP of the contract.
	The Contractor shall support planning, technical integration, PSE, SIE and STE requirements, HWIL buildup at the facility, baselining, and sustainment of the delivered hardware, software and equipment.
	The Contractor shall provide repair services to failed NGI HWIL products and parts.
	The Contractor shall provide hardware, firmware to the NGI HWIL products to maintain congruence with flight test and operational configurations.
	3.2.14.6.2.2 NGI Development Lab Support (CLIN 0200; CLIN 1200)
	The Contractor shall provide support for the NDL over the PoP of the contract.
	The Contractor shall support planning, on-site integration and subject matter expertise, PSE, SIE and STE requirements, HWIL buildup at the facility, baselining, and sustainment of the hardware, software and equipment.
	The Contractor shall provide repair services to failed NGI HWIL products and parts.
	The Contractor shall provide hardware, firmware, software and IA updates to the NGI HWIL products to maintain congruence with flight test and operational configurations.
	3.2.14.6.2.3 NGI Development Lab Seeker Open Loop Performance Testing Support (CLIN 0200; CLIN 1200)
	The Contractor shall support monthly NDL integration TIM's, meetings and other integration efforts to facilitate sensor integration into the space chamber architecture.
	The Contractor shall provide on-site support for sensor system integration, testing, data collection, and data analysis for the NDL.
	The Contractor shall deliver all technical data for the sensor system to include drawings, technical performance data, and interface documentation required for the laboratory spread Unit Under Test (UUT) testing environment. (CDRL A055)
	The Contractor shall design all required integration and test signals, interfaces and data collection requirements as defined in the NDL Test OPSCON into the UUT.
	The Contractor shall deliver the NGI sensor digital performance model (CDRL A065) prior to the open loop testing TRR.
	The Contractor, in coordination with the Government, shall conduct a joint TRR prior to test and deliver a post-test report (CDRL A013) within 60 days of test completion.

1482 1483	3	.2.14.6.2.4 1200)	NGI Development Lab Sensor Closed Loop Testing (CLIN 0200; CLIN
1484 1485 1486	The Contractor shall support NDL integration TIMs, meetings, and other integration efforts to facilitate payload spread HWIL integration into the space chamber test architecture to support close loop testing.		
1487 1488			ll support on-site payload integration, testing, data collection, data analysis and NDL space chamber in support of closed loop testing.
1489 1490 1491	perfor		Il deliver all technical data for the sensor system to include drawings, technical nd interface documentation required for a laboratory spread UUT testing RL A055)
1492 1493	The C		ll design all required integration test signals and data collection requirements into
1494 1495		Contractor shall loop testing	ll deliver the NGI sensor digital performance model (CDRL A065) prior to the TRR.
1496 1497			coordination with the Government, shall conduct a joint TRR prior to test and report (CDRL A013) within 60 days of test completion.
1498	3.2.15	Human Fa	actors Engineering (CLIN 0200; CLIN 1200)
1499 1500		Contractor sha n Engineerin	ll comply with MIL-STD-1472G w/CHANGE 1 "DoD Design Criteria Standard: g."
1501 1502	3.2.16 1200)	-	, Availability, Maintainability, and Testability Program (CLIN 0200; CLIN
1503 1504		Contractor sha MDA-QS-00	ll develop, maintain, deliver and execute the NGI RAMT Plan (CDRL A037) 1-MAP.
1505 1506			ll flow down and verify compliance to RAMT requirements for Subcontractors MDA-QS-001-MAP.
1507	3.2.16.1	Reliability	Models, Allocations, and Predictions (CLIN 0200; CLIN 1200)
1508 1509			ll deliver and maintain reliability models, allocations, and predictions reports W MDA-QS-001-MAP.
1510 1511			Il create and deliver a Probabilistic Risk Assessment (PRA) Model for the NGI vent sequences, fault trees, and probability density functions. (CDRL A046).
1512	3.2.16.2	Mission ar	nd Reliability Critical Items (CLIN 0200; CLIN 1200)
1513 1514	The C A045		ll deliver Mission and Reliability Critical Items List (MCI and RCI). (CDRL
1515	3.2.16.3	Failure R	eporting Analysis and Corrective Action System (CLIN 0200; CLIN 1200)
1516 1517			ll execute and maintain a Failure Reporting and Corrective Action System IDA-QS-001-MAP.
1518 1519 1520	items	for collection	Il deliver FRACAS Plans as an Appendix to the NGI RAMT Plan to include data a to address open findings, where data are stored, how data are to be analyzed and the issues. (CDRL A037)

1521 1522 1523 1524	The Contractor shall provide FRACAS Reports for each test anomaly discovered during an event listed in the NGI TEP and NGI RAMT Plan to include details on unanticipated failure modes, trend analyses (multiple occurrences of related symptoms, causes, components), maintenance, diagnostics and sustainment issues, effectiveness of corrective actions where applicable. (CDRL A013)		
1525 1526		tractor shall maintain all FRACAS findings, data and resolution plans mapped to the NGI Architecture design, and traced to the NGI Systems Architecture model elements.	
1527	3.2.16.4 I	Failure Prevention and Review Team (CLIN 0200; CLIN 1200)	
1528 1529	The Con FRACAS	tractor shall establish an NGI Failure Prevention and Review Team (FPRT) as part of the S.	
1530	3.2.16.5	Contractor Support to Government Failure Review Boards (CLIN 0200; CLIN 1200)	
1531 1532 1533	The Contractor shall participate in the formal Government failure review process conducted by an MDA-appointed Failure Review Board (FRB) for failures using guidance from MDA Manual 3000.05-M and IAW MDA-QS-001-MAP, and MDA Directive 6055.05.		
1534 1535		tractor shall provide subject matter expertise associated with each failure under review by rnment FRB at each Government FRB meeting.	
1536	3.2.16.6 U	Unverified Failures Disposition (CLIN 0200; CLIN 1200)	
1537 1538 1539	The Contractor shall execute and maintain a process to prevent production, flight test, or fielding of components, subassemblies, subsystems, and systems having Unverified Failures or Non-Repeatable Failures (UVF/NRF).		
1540 1541 1542	The Contractor shall process all such failures IAW MDA-QS-001-MAP and MDA Instruction 5000.21-INS. All UVFs/NRFs require a failure investigation with the removal and replacement of all plausible suspect hardware.		
1543 1544 1545 1546	working immedia	tractor shall provide written notification to the Government of an UVF/NRF within five days of the occurrence of the anomaly classification is determined (The purpose of te notification is to allow the Government to take the necessary actions to preclude the use ated hardware).	
1547	3.2.16.7	Reliability Analyses (CLIN 0200; CLIN 1200)	
1548 1549		tractor shall perform reliability analyses on hardware, software, and firmware and deliver Reliability Analysis Reports. (CDRL A048)	
1550 1551 1552 1553	Sneak Ci Analyses	tractor shall maintain and deliver Fault Tree Analyses, Finite Element Analyses (FEA), reuit Analyses, Worst Case Circuit Analyses, Thermal Stress Analyses, Mechanical Stress F, Electrical and Electronic Stress Analyses as OE for all ETRs IAW MDA-QS-001-MAP ailored MDA Instruction 5000.20-INS.	
1554	3.2.16.7.1 I	Failure Modes Effects and Criticality Analysis (CLIN 0200; CLIN 1200)	
1555 1556 1557		tractor shall develop, maintain, deliver and execute an NGI Failure Modes Effects and y Analysis (FMECA) Plan as an Appendix to the RAMT Plan (CDRL A037) IAW MDAMAP.	
1558 1559 1560 1561	Architect	tractor shall develop, maintain, and deliver an NGI FMECA based on the NGI Systems ture design, and traced to the NGI Systems Architecture model elements, identifying ended actions and changes to reduce the severity or occurrence of each failure mode. (CDRI	

CHI

1562 1563	The Contractor shall conduct and maintain FMECA concurrently with the design IAW MDA-QS-001-MAP.		
1564 1565	The Contractor shall provide Maintenance Built-in-test (MBIT) and Pre-Launch Built-in-test (PLBIT) fault detection coverage estimates in the FMECA. (CDRL A165)		
1566 1567	The Contractor shall perform Bent Pin Analyses in conjunction with the FMECA to prevent assembly-induced bent pin failures. (CDRL A165)		
1568 1569 1570	The Contractor shall identify in the FMECA potential NGI hardware, software, and firmware failure modes and related effects on safety and mission success during transportation, handling, storage, in silo, and flight.		
1571	3.2.16.8 Cumulative Damage Index (CLIN 0200; CLIN 1200)		
1572 1573	The Contractor shall compute and report a Cumulative Damage Index (CDI) for each NGI Circuit Card Assembly (CCA) and develop and maintain quality records IAW MDA-QS-001-MAP.		
1574 1575	The Contractor shall deliver the CDI to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS.		
1576 1577	One CDI may be reported for electronic assemblies which encompass worst case CDIs of installed CCAs with the written approval of the RAMT Working Group.		
1578 1579	The Contractor shall, in coordination with the RAMT Working Group, propose CCA CDI values for written Government approval IAW NGI Operational Life requirements.		
1580	3.2.16.9 Fly-out Reliability Assessment (CLIN 1200)		
1581	The Contractor shall deliver and maintain a Reliability Assessment Plan. (CDRL A037)		
1582 1583	The Contractor shall create and deliver a Probabilistic Risk Assessment (PRA) Model for the NGI and shall provide event sequences, fault trees, and probability density functions. (CDRL A046)		
1584 1585	The Contractor shall deliver and maintain Fly-out Reliability Assessment Reports to include observed failure modes and other data utilized in reliability growth analyses. (CDRL A046)		
1586 1587	3.2.16.10 Effects of Functional Testing, Storage, Handling, Packaging, Transportation, and Maintenance (CLIN 0200; CLIN 1200)		
1588 1589 1590	The Contractor shall conduct analyses and develop plans to mitigate the effects of functional testing, storage, handling, packaging, transportation, and maintenance on hardware reliability (CDRL A092) IAW MDA-QS-001-MAP.		
1591	3.2.16.11 NGI Stockpile Reliability Program (CLIN 0200; CLIN 1200)		
1592 1593 1594	The Contractor shall develop, deliver, maintain and execute an NGI Stockpile Reliability Program (SRP) Plan (CDRL A037) in order to assess and validate service life IAW MDA-QS-001-MAP as an appendix to the NGI RAMT Plan.		
1595 1596 1597	The Contractor shall procure, and retain in controlled storage throughout the contract Period of Performance (PoP), the necessary quantities in excess of production needs from each production lot to execute a Service Life Extension (SLE) Program representative of NGI service life.		
1598 1599 1600 1601	The Contractor shall execute the SRP in order to assess and validate service life. (If any Limited Life Items (LLIs) need to be replaced before the end of service life, then these items must be considered scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)		

CUI

1602	3.2.16.12	Limited Life Items (CLIN 0200; CLIN 1200)	
1603 1604		ontractor shall deliver a list of known and potential LLIs for the NGI (CDRL A047) IAW QS-001-MAP.	
1605 1606	The Contractor shall document and maintain all LLIs, compute the NGI First-To-Expire (FTE) date, and incorporate into the NGI Systems Architecture Model.		
1607	3.2.16.13	NGI Reliability Growth Program (CLIN 0200; CLIN 1200)	
1608 1609		ontractor shall deliver and execute an NGI Reliability Growth Program Plan (CDRL A037) MDA-QS-001-MAP as an appendix to the NGI RAMT Plan.	
1610	3.2.16.14	NGI Reliability Testing (CLIN 0200; CLIN 1200)	
1611 1612		ontractor shall document reliability testing, HALT and SS testing, fault insertion tests, and ninability demonstrations in the NGI TEP.	
1613 1614 1615	(b)(4)	ontractor shall conduct agreed upon HALT and SS IAW MDA-QS-001-MAP, (b)(4) and the guidelines defined in MDA HALT / Accelerated Stress Screening (HASS) HNBK.	
1616 1617		ontractor shall perform initial, (b)(4) HALT prior to CDR on parts, subassemblies, units, her items IAW the NGI TEP, and at Proof of Design (POD) level.	
1618 1619		ontractor shall conduct final, (b)(4) HALT on selected parts, subassemblies, units, and tems IAW the NGI TEP, and at Proof of Manufacturing (POM) level.	
1620	3.2.16.14.1	Stress Screening (CLIN 0200; CLIN 1200)	
1621 1622	The Contractor shall select a method of SS which can be HASS or Environmental Stress Screening (ESS).		
1623 1624	The Contractor shall perform a Gap Analysis and Mitigation Plan (CDRL A146) between HASS and ESS profiles if HASS is not selected as the NGI manufacturing screening process.		
1625 1626	The Contractor shall develop, execute, and maintain the SS Procedures and Implementation Plan as an Appendix to the RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP and (b)(4)		
1627 1628	The Contractor shall prepare SS test reports for parts, sub-assemblies, and assemblies and retain each report as a quality record available for review upon request.		
1629 1630		ontractor shall conduct functional burn-in testing for spare and repair parts, sub-assemblies, semblies.	
1631	3.2.16.15	NGI Software Reliability Program (CLIN 0200; CLIN 1200)	
1632 1633		ontractor shall deliver and execute the NGI Software Reliability Program Plan (SRPP) as an idix of the NGI RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.	
1634 1635		ontractor shall include Monte Carlo reliability testing sufficient to show conformance with lity requirements allocated to software.	
1636 1637 1638	softwa	ontractor shall depict in the NGI Systems Model the allocation from requirements to the are element implementing this requirement and a model view describing this linkage will be red in conjunction with the test results.	
1639 1640		ontractor shall perform testing using the actual flight software integrated with flight hardware ith software only simulations.	

1641 1642	The Contractor shall deliver NGI Software Reliability Test Reports (CDRL A133) IAW the NGI SRPP.		
1643 1644 1645 1646	The Contractor shall deliver and execute an NGI Software Reliability Test Plan as an Appendix to the NGI RAMT Plan (CDRL A037) to verify specified software failure detection and recovery provision, provide additional data on failure modes and off-nominal behaviors and to include integrated simulator testing for quantitative estimates of success probabilities.		
1647	The C	ontractor shall deliver NGI Software Reliability Allocation Reports. (CDRL A048)	
1648 1649	Software Reliability Allocations are simple models created at PDR to show decomposition of quantitative reliability requirements to major software elements.		
1650	3.2.16.16	Maintainability Demonstrations (CLIN 0200; CLIN 1200)	
1651 1652 1653	to veri	ontractor shall plan and execute a Maintainability Demonstration at the forward operating site fy system compliance to Maintenance Turn Around Time (MTAT) in the GMD NGI AUR PS 61834) and IAW MDA-QS-001 MAP.	
1654	3.2.16.17	Maintainability Modeling, Allocations, and Predictions (CLIN 0200; CLIN 1200)	
1655 1656 1657	Predictions Reports (CDRL A048) IAW MDA-QS-001-MAP to support the evaluation of NGI Fi		
1658	3.2.16.18	Maintainability Analysis (CLIN 0200; CLIN 1200)	
1659 1660		ontractor shall perform NGI Maintainability Analyses IAW MDA-QS-001-MAP and post to overnment IDDE.	
1661	3.2.16.19	NGI Availability Modeling and Assessment (CLIN 0200; CLIN 1200)	
1662 1663	The Contractor shall develop and execute NGI Availability Models and perform Availability Assessments IAW MDA-QS-001-MAP, and post to the Government IDDE.		
1664	3.2.16.20	NGI Design for Testability (CLIN 0200; CLIN 1200)	
1665	The C	ontractor shall implement NGI Design for Testability concepts IAW MDA-QS-001-MAP.	
1666	3.2.16.21	NGI Testability Program (CLIN 0200; CLIN 1200)	
1667 1668	The Contractor shall develop, maintain, deliver and execute an NGI Testability Program Plan as an Appendix to the NGI RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.		
1669 1670	The Contractor shall deliver Testability Prediction and Analysis Reports as part of the FMECA (CDRL A165) IAW MDA-QS-001-MAP.		
1671	3.2.16.22	NGI Testability Analyses (CLIN 0200; CLIN 1200)	
1672 1673		ontractor shall collect and deliver all available parametric data to the Government IDDE geach Built-in-test (BIT) event for qualification, flight test, and production hardware.	
1674 1675	The Contractor shall post BIT data and reports to the Government IDDE as well as the parametric values of measured parameters when BIT is exercised.		
1676 1677 1678	The Contractor shall analyze parametric data from each BIT event to identify and track trends, degradation, and other aging or design-related effects and post technical reports to the Government IDDE.		

1679	3.2.17	Audits (CLIN 0200; CLIN 1200)		
1680 1681		Contractor shall develop, maintain, and deliver an NGI Functional Configuration Audit (FCA) (CDRL A027) IAW MDA-QS-001-MAP and the GMD CMP.		
1682	The Contractor shall execute an NGI FCA IAW MDA-QS-001-MAP and the GMD CMP.			
1683 1684		Contractor shall deliver NGI FCA Reports (CDRL A058) IAW MDA-QS-001-MAP and the DCMP.		
1685 1686		Contractor shall develop, maintain, and deliver an NGI Physical Configuration Audit (PCA) (CDRL A027) IAW MDA-QS-001-MAP and the GMD CMP.		
1687	The C	Contractor shall execute an NGI PCA IAW MDA-QS-001-MAP and the GMD CMP.		
1688 1689		Contractor shall deliver an NGI PCA Report (CDRL A058) IAW MDA-QS-001-MAP and the CMP.		
1690	3.2.18	Program Protection (CLIN 0200; CLIN 1200)		
1691 1692 1693 1694	secur	Contractor shall plan and implement an Acquisition System Protection program encompassing isition security, program protection, SCRM, software and hardware assurance, and systems rity engineering for this contract IAW the GMD Program Protection Plan (PPP), GMD Software rance Plan (SwAP) and threat documents provided by MDA.		
1695 1696 1697	The Contractor shall generate, update, maintain, and implement an NGI Program Protection Implementation Plan (PPIP) (CDRL A032) IAW the GMD PPP, MDA Directive 5200.08, MDA Manual 5200.08-M, DoDI 5200.39 Change 2, DoDI 5200.44 Change 3 and DoD 5200.1-M.			
1698 1699 1700	The Contractor shall provide data / analysis needed to complete the MDA process for development of the GMD PPP IAW MDA Directive 5200.08, MDA Manual 5200.08-M, and MDA Instruction 5200.05-INS.			
1701 1702 1703	Direc	Contractor shall assist the Government in conducting a Criticality Analysis IAW MDA ctive 5200.08, MDA Manual 5200.08-M, and DoDI 5200.44 Change 3 immediately following DR to identify Mission Critical Functions (MCF) and Critical Components (CCs) of the NGI.		
1704 1705 1706	conte	Contractor shall provide an Anti-Tamper Plan as an Annex to the NGI PPIP to include the ent described in the Anti-Tamper Plan Template Version 4.0 and IAW MDA Instruction .05-INS. (CDRL A032)		
1707 1708 1709	the c	Contractor shall include the Key Management Plan in the Anti-Tamper Plan Annex to include ontent described in the Anti-Tamper Plan Template Version 4.0 and IAW MDA Instruction .05-INS. (CDRL A032)		
1710 1711		Contractor shall deliver Attack/Countermeasures Tree Analysis as OE for ETRs IAW the red MDA Instruction 5000.20-INS.		
1712 1713 1714 1715	Secur	Contractor shall develop, engineer, and integrate into the system physical, Communication rity (COMSEC), Anti-tamper (AT) hardware and software protection measures, and other termeasures to protect against unplanned loss of a U.S. system or reverse engineering (RE) by liversary customer.		
1716 1717 1718	AT n	Contractor shall identify and protect Critical Program Information (CPI) within NGI utilizing neasures at a level commensurate with the consequence of loss of that CPI IAW DoDI 5200.39, I 5000.02 Change 5, DoD Manual S-5230.28 (Secret), DoD Horizontal Protection Guidance		

(HPG) (Secret), and the "DoD AT Technical Implementation Guide (TIG), (U)" (Secret).

1719

1720 1721	The Contractor shall through AT engineering efforts deter hostile nations from RE, exploiting, or developing countermeasures for the NGI.
1722 1723 1724	The Contractor shall prevent RE, replication, or modification by an unauthorized nation or organization by utilizing a RE capability comparable to a U.S. National Laboratory, university, or civilian company with world-class RE expertise.
1725 1726 1727	The Contractor shall stop, impede, or increase significantly the probable level of effort, time, and funding for an enemy to penetrate the countermeasures implemented in the AT protection architecture.
1728 1729	The Contractor shall embed AT hardware or software techniques that do not degrade mission or hardware capability.
1730 1731	The Contractor shall adopt AT techniques and/or processes that are transparent to anyone without the need-to-know.
1732	The Contractor shall not integrate or use source readable software in the system.
1733 1734	The Contractor shall sanitize and document any Commercial-Off-The-Shelf (COTS) hardware and software that is integrated and used in system prior to the integration or installation into system.
1735 1736	The Contractor shall identify NGI-specific CPI-related data produced by and propagated throughout the system in the NGI PPIP. (CDRL A032)
1737 1738	The Contractor shall exercise caution when discussing or documenting information about AT systems engineering with regard to security classification.
1739 1740	The Contractor shall consult and follow the Safe Array Security Classification Guide (SCG) and/or the AT SCG.
1741 1742	The Contractor shall support AT Technical Coordination Meetings (TCMs) 30 days prior to ETRs to provide AT updates and draft deliverables to the Government and receive Government comments.
1743 1744	The Contractor shall conduct and levy requirements on all of its subcontractors to conduct annual self-assessments of adherence to the PPIP.
1745 1746 1747	The Contractor shall conduct annual TIMs and present the results of the self-assessments, to include findings and mitigation plans, to the GMD Program Protection Lead office no later than 30 days after the completion of each assessment.
1748 1749	The Contractor shall include findings from subcontractors' program protection self-assessments in the annual TIM.
1750 1751	The Contractor shall deliver the results of all program protection self-assessments to the Government IDDE.
1752 1753	The Contractor shall comply with security requirements IAW DoDI 8500.01 Change 1 and the National Security Agency (NSA) Guidance for Addressing Malicious Code Risk.
1754 1755	Information systems utilized by the Contractor shall be accredited by the Authorizing Official (AO) prior to operation.
1756 1757	The Contractor shall flow down tailored Program Protection, SCRM, and Software and Hardware Assurance requirements to Subcontractors.
1758 1759 1760	The Contractor shall flow-down the NGI PPIP to all subcontractors and apply it to all components, sub-contractors, activities and locations where MDA Program CPI or CC are developed, produced, analyzed, modeled, simulated, tested, maintained, transported, stored, or used in training.

1761 1762				
1763 1764	(b)(3):10	U.S.C. § 130		
1765 1766 1767 1768 1769	cover Assur condu	Contractor shall submit to, and participate in, announced and unannounced Government audits ing their implementation of Program Protection activities, SCRM, Software and Hardware rance, System Security Engineering (SSE) and Cybersecurity. (MDA reserves the right to act compliance inspections of all facilities as identified in the GMD PPP and NGI PPIP to protection of CPI or CC.)		
1770 1771	The C WGs.	Contractor shall support GMD Protection Assessment Reviews (PARs) and Program Protection		
1772 1773		Contractor shall support the development and maintenance of the AUR Cybersecurity the development and the developmen		
1774	The C	Contractor shall execute the NGI Cybersecurity program IAW the AUR CEIP.		
1775 1776		Contractor working at MDA locations shall adhere to the MDA Physical Security Program as ibed in MDA Instruction 5210.01-INS.		
1777	3.2.18.1	NGI System Security Engineering (CLIN 0200; CLIN 1200)		
1778 1779 1780	Cyber	Contractor shall develop, integrate, and execute cybersecurity engineering as part of the NGI resecurity and Security requirements, design, and verification activities and document those ties in the NGI CIP to execute this contract.		
1781 1782		Contractor shall implement cyber resiliency engineering concepts into the NGI Lifecycle IAW MD Cyberspace Strategy to anticipate, withstand, and recover from cyber-attacks.		
1783	3.2.18.2	NGI Supply Chain Risk Management (CLIN 0200; CLIN 1200)		
1784 1785 1786	Chain	Contractor shall establish and implement processes and procedures that minimize NGI Supply a Risk to software, hardware, and firmware critical items listed in the GMD PPP and document processes and procedures in the NGI PPIP.		
1787 1788		The Contractor shall consult the Defense Acquisition Guidebook, Chapter 9, and the Trusted Systems Key Practices Guide in the establishment of Supply Chain Risk mitigations.		
1789 1790 1791	suppl	The Contractor shall procure Application Specific Integrated Circuits (ASIC) products from a trustor supplier accredited by the Defense Microelectronic Activity (DMEA) when they are custom-designed, custom-manufactured, or for a specific DoD military end use.		
1792 1793 1794	The Contractor shall meet the requirements of MDA Parts, Materials, and Processes Mission Assurance Plan (MDA-QS-003-PMAP), Section 3.6.7 Supply Chain Risk Management, for all I bearing devices.			
1795	3.2.18.3	NGI Software and Firmware Assurance (CLIN 0200; CLIN 1200)		
1796 1797 1798 1799	throug activi	Contractor shall apply the security controls defined in the MDA Software Assurance Overlay gh all phases of the software development life cycle to include maintenance and sustainment ties for all Tactical Mission Systems, Mission Support Systems, and Enterprise Support ms, as defined in the MDA SwA Overlay.		
1800 1801		The Contractor shall deliver an NGI Software Assurance Evaluation Report (CDRL A122) IAW the MDA Software Assurance Overlay.		

CIH

2			
	The Contractor shall support the development of a Software Attack Surface Analysis Report IAW the MDA Software Assurance Overlay.		
1 5	The Contractor shall deliver an NGI Vulnerability Assessment Report (CDRL A124) IAW the MDA Software Assurance Overlay.		
5 7	The Contractor shall support the development of an NGI Software Threat Assessment Report IAW the MDA Software Assurance Overlay.		
3	3.2.18.4	Cybersecurity	
)	3.2.18.4.1	Cybersecurity Implementation (CLIN 0200; CLIN 1200)	
223	The Contractor shall develop, implement, and maintain an NGI Cybersecurity Implementation Plan (CIP) (CDRL A118) IAW Government identified Security Controls for all products and information systems (such as operational, test, development environment, and maintenance systems) IAW the governing policies identified in the most current DoD, MDA, and other governing guidance/publications as listed throughout the SOW and below:		
5		GMD Cyberspace Strategy.	
5	•	DoD Cybersecurity Test and Evaluation Guidebook 2.0	
7	•	DoD 5220.22M, National Industrial Security Program Operating Manual (NISPOM)	
3	•	DoDI 4140.67, DoD Counterfeit Prevention Policy	
)	•	DoDI 5000.02, Operation of the Defense Acquisition System	
)	•	CNSSI 1254, Risk Management Framework, Data Elements Standards, and Reciprocity	
l		Process for National Security Systems	
2	•	Federal Information Processing Standard (FIPS) Publication (PUB) 199, Standards for	
3		Security Categorization of Federal Information and Information Systems	
1	•	NIST Special Publication (SP) 800-30, Guide for Conducting Risk Assessments	
5	•	NIST SP 800-37, Guide for Applying Risk Management Framework to Federal Information Systems	
7		NIST SP 800-39, Managing Information Security Risk: Organization, Mission and	
3		Information System View	
)	•	NIST SP 800-53A, Assessing Security & Privacy Controls in Federal Information Systems	
)		& Organizations: Building Effective Assessment Plans	
l	•	NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal	
2		Information Systems and Organizations	
3	•	NIST SP 800-60 Volume I, Guide for Mapping Types of Information and Types of	
1		Information Systems to Security Categories	
5	<u> </u>	NIST SP 800-60 Volume II, Appendices to Guide for Mapping Types of Information and types of Information Systems to Security Categories	
7 3	(b)(3):10 L	J.S.C. § 130	
)			

The Contractor shall provide allocation and traceability between NGI Cybersecurity implementations and Cybersecurity controls consistent with the NIST SP 800-53 and CNSSI 1253.

1843 1844

1845 1846 1847 1848 1849	The Contractor shall meet cybersecurity protection requirements IAW DoDI 8510.01 Change 2 "Risk Management Framework for DoD IT," DoDI 8500.01 Change 1 "Cybersecurity," NIST SP 800-53 "NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4," CNSSI, and "Security Categorization and Control Selection for National Security Systems."	
1850 1851 1852 1853	For IT components of the NGI, the Contractor shall configure all settings to enforce secure operations, without interference with operations, IAW NIST SP 800-53 "NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations, Revision 4," and AUR CEIP.	
1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871	(b)(3):10 U.S.C. § 130	
1874	The Contractor shall protect the integrity and configuration of the GMD data.	-
1875 1876	The Contractor shall design the NGI with the ability to anticipate, withstand, recover from and adapt to cyber attacks or compromises IAW NIST SP 800-160 Vol. 2.	
1877	3.2.18.4.2 Cybersecurity Metrics (CLIN 0200; CLIN 1200)	
1878 1879 1880	The Contractor shall establish and deliver cybersecurity metrics for tracking cybersecurity implementation, maintenance, and operations IAW Appendix A of NIST 800-55 Revision 1 and processes documented within the NGI CIP. (CDRL A118)	
1881 1882	3.2.18.4.3 6.3.4 Cybersecurity Working Group and Cybersecurity Joint Engineering Risk Board (CLIN 0200; CLIN 1200)	
1883 1884 1885 1886	The Contractor shall support the Government led Cybersecurity Joint Working Group (CJWG) and Cybersecurity Joint Engineering Risk Board (CJERB) to manage cybersecurity related processes such as POAM management, risk assessments, risk mitigations and impact assessments or other priority activities identified by the Government or Contractor.	

1887 1888 1889	The Contractor shall support the CJWG and CJERB with opportunities to identify for integrated cybersecurity test events that will satisfy Developmental Test and Evaluation (DT&E) and Operational Test and Evaluation (OT&E) test objective.			
1890 1891	The Contractor shall support Government cybersecurity Threat Assessment reviews and/or analysis and identification of the cyber-attack surface.			
1892	3.2.18.4.4 Cybersecurity Authorizations (CLIN 0200; CLIN 1200)			
1893 1894 1895	The Contractor shall provide support to the Government to obtain NGI Authorization to Operate (ATO) and Single Security Type Authorization under the Risk Management Framework (RMF) IAW DoD Instruction 8510.01, the MDA-QS-001-MAP and the AUR CEIP.			
1896 1897	The Contractor shall provide support to the Government to obtain Interim Authority to Test (IATT) under the RMF IAW DoDI 8510.01, MDA-QS-001-MAP and the AUR CEIP.			
1898 1899	The Contractor shall develop and deliver NGI CIL and HWIL drawing packages (CDRL A055) to support the Government to obtain ATO IAW the AUR CEIP.			
1900 1901 1902	The Contractor shall support execution of DoD cybersecurity regulations for Authority to Connect (ATC) specified in the MDA Tails Site Agreement and IAW the MDA network Connection Approval Process (MDA 8540.01-INS).			
1903	3.2.18.4.5 Cybersecurity Artifacts (CLIN 0200; CLIN 1200)			
1904 1905	The Contractor shall develop, update, and maintain cybersecurity documentation and artifacts IAW the Cybersecurity policies and regulations identified in the GMD Cyberspace Strategy.			
1906 1907 1908 1909	The Contractor shall trace Cybersecurity requirements, designs, and safeguards to be implemented into the NGI to the NGI Requirements Model and the NGI Systems Architecture Model. The Cybersecurity aspects of the Requirements and Systems Architecture Model shall be reviewable as a separate and distinct view within these models.			
1910 1911	The contractor shall perform a Trusted Systems and Networks (TSN) assessment IAW the publications listed in section 3.2.18.4 (Cybersecurity).			
1912 1913	The Contractor shall document the TSN assessment resulting in a Cybersecurity Risk Assessment and update the analysis throughout the lifecycle as the system, subsystem, and designs mature.			
1914 1915 1916	The Contractor shall support the development and maintenance of each system's SSP and authorization package and its associated artifacts within the Enterprise Mission Assurance Support System (eMASS).			
1917 1918 1919	The Contractor shall identify plans to support management of system records within eMASS to include artifacts supporting compliance such as, POAMs), mitigations, Risk Assessments (RAs), exceptions, variances, and waivers within the NGI CIP.			
1920 1921 1922	The Contractor shall provide updated systems security documentation, network design documentation and security architectural views as artifacts within the eMASS to support assessments and authorization decisions.			
1923 1924	The Contractor shall correlate and maintain updated system security protections within eMASS relative to its corresponding control correlation identifier (CCI).			
1925 1926 1927	The Contractor shall develop and maintain an NGI M&S common operating picture (COP) that depicts all systems supported by the Contractor throughout NGI M&S. (The COP will be used to support Cybersecurity related planning and authorization decisions)			

3.2.18.4.	6 Cybersecurity Risk Management (CLIN 0200; CLIN 1200)			
	The Contractor shall develop, deliver, maintain and execute a Mission-based Cybersecurity RMP in the NGI RIOMP IAW the GMD RMP. (CDRL A022)			
appr	Contractor shall conduct an assessment for all security relevant changes which could eciably change or affect the cybersecurity posture of the system or its operating environment; assessment shall be captured and documented along with any associated artifacts.			
3.2.18.4.	7 Cybersecurity Processes (CLIN 0200; CLIN 1200)			
The threa	Contractor shall develop and execute cybersecurity concepts for new capabilities and emerging ats.			
3.2.18.4.	8 Vulnerability Assessment and Asset Testing (CLIN 0200; CLIN 1200)			
(b)(3):10 l	J.S.C. § 130			
	Contractor shall employ and sustain the Government provided DoD toolset current at the time scan is performed.			
requ	contractor shall manage, implement, test, and report on the verification of cybersecurity irements to include all verification and certification requirements for cybersecurity IAW DoD er Test & Evaluation Guidebook 2.0.			
	contractor shall perform a cyber T&E analysis and document the results. The Contractor shall e available the resulting data via the Government IDDE for Government review and analysis.			
3.2.18.4.9	Continuous Monitoring (CLIN 0200; CLIN 1200)			
	Contractor shall develop and implement a continuous monitoring plan for each system IAW the D Cybersecurity Strategy and documented within the CIP.			
Prog Mor	Contractor shall develop and implement continuous monitoring according to the Cybersecurity gram Plan and aligned with concepts in NIST SP 800-137, "Information Security Continuous attoring (ISCM) for Federal Information Systems and Organizations." The resulting data shall be a available via the IDDE. (CDRL A118)			
3.2.18.4.	10 Vulnerability Resolution (CLIN 0200; CLIN 1200)			
(b)(3):10 U	J.S.C. § 130			
3 2 18 4	11 Cybersecurity Testing (CLIN 0200; CLIN 1200)			
	Contractor shall support cybersecurity testing, penetration testing, or assessment events			
	tified by MDA IAW the GMD Cyberspace Strategy and MDA-QS-001-MAP.			
	contractor shall identify cybersecurity T&E activities, objectives, and resources and integrate with the program's master T&E schedule.			
	Contractor shall also participate in coordination meetings, post-test analysis, assessment and orization technical interchange and risk assessment meetings, and POAM maintenance activities.			

	3.2.18.4.12 Cybersecurity Incident Response (CLIN 0200; CLIN 1200)	
((b)(3):10 U.S.C. § 130	
L	The Contractor shall identify and report cybersecurity vulnerabilities or deficiencies to the Government during the course of operations IAW the current Incident Response and Reporting Plan and document within the NGI CIP.	
	3.2.18.4.13 Disaster Recovery and Continuity of Operations Plan (CLIN 0200; CLIN 1200)	
	The Contractor shall assess each mission and non-mission system for applicability of a Disaster Recovery and Continuity of Operations Plan (DR/COOP), and then develop, maintain, and deliver to the Government IDDE, applicable DR/COOP.	
	(b)(3):10 U.S.C. § 130	
	3.2.18.4.14 Security Awareness and Training (CLIN 0200; CLIN 1200)	
	3.2.18.4.14.1 Cybersecurity Training and Personnel (CLIN 0200; CLIN 1200)	
	The Contractor personnel performing cybersecurity duties and responsibilities, as either a primary or as an additional, embedded duty, to include system or network privileged users, shall meet the training, certification, and reporting requirements IAW DoDD 8140.01 Change 1, DoD 8570.01-M Change 4 Information Assurance Workforce Improvement Program and NIST SP 800-181 National Initiative for Cybersecurity Education (NICE) Cybersecurity Workforce Framework.	
The Contractor shall identify each cybersecurity position by role and function and shall maintain a tracking and reporting mechanism for providing status of cybersecurity workforce qualifications.		
The Contractor shall provide a qualified (as specified within the current DoD 8570.01-M) Information Systems Security Officer (ISSO) whose primary duty shall be to successfully execute requirements identified in the NGI CIP in support of the MDA appointed ISSM.		
	The Contractor shall document their approach for maintaining a qualified Cybersecurity Workforce within the NGI CIP.	
	3.2.18.4.14.2 Information Systems Security Officer Support (CLIN 0200; CLIN 1200)	
	The Contractor shall perform ISSO support by performing tasks listed in the ISSO Roles, Responsibilities, and Authority (RRA) and applicable references in the GMD Cyberspace Strategy required to operate, sustain, and maintain GMD systems and networks operations.	
	The Contractor shall document their plan for ISSO support within the NGI CIP.	
	3.2.18.4.14.3 Cybersecurity Training Materials (CLIN 0200; CLIN 1200)	
	The Contractor shall address any Cybersecurity controls (e.g., administrative, procedural, inherited) developed and provided for the program in all training materials, technical manuals, and other technical data for the program or requirements that affect system operation, maintenance, repair, or other support activities.	

CU

2004	3.2.19	Quality, Sa	afety, and Mission Assurance (CLIN 0200; CLIN 1200)	
2005 2006 2007	The Contractor and SMCS shall plan and execute efforts to maintain the NGI compliance with MDA-QS-001-MAP, MDA-QS-003-PMAP, GME-TAI-RFIT-0089, GMD Quality and Mission Assurance Program Plan, and GMD System Safety Management Plan.			
2008 2009		The Contractor shall develop, execute, and maintain the QSMA Implementation Matrix(ces) (CDRI A035) IAW the Government's tailored NGI MAP RAM.		
2010 2011			SMCS shall document applicable implementation procedures, instructions, and SMA Implementation Matrix(ces).	
2012 2013			ll flow tailored MAP RAMs to the SMCS. (MAP RAMs shall not be utilized to a-QS-003-PMAP requirements.)	
2014 2015	The C		ll flow relevant MDA-QS-001-MAP and MDA-QS-003-PMAP elements to non-	
2016	3.2.19.1	Quality an	nd Mission Assurance (CLIN 0200; CLIN 1200)	
2017 2018 2019	The Contractor shall develop, execute, and maintain an NGI Quality and Mission Assurance Program Plan IAW MDA-QS-001-MAP and the Government's GMD Quality and Mission Assurance Program Plan.			
2020 2021			ll include in the NGI Quality and Mission Assurance Program Plan an appendix are Quality Assurance Program Plan (QAPP). (CDRL A034).	
2022	3.2.19.1.1	Quality As	ssurance (CLIN 0200; CLIN 1200)	
2023	3	.2.19.1.1.1	Senior Corrective Action Board (CLIN 0200; CLIN 1200)	
2024 2025			ll develop, execute, and maintain an NGI Senior Corrective Action Board (CAB ality and Mission Assurance Program Plan.	
2026	3	.2.19.1.1.2	Foreign Object Elimination (CLIN 0200; CLIN 1200)	
2027 2028 2029	The Contractor shall deliver an NGI Foreign Object Debris (FOD) Program Prevention Plan IAW MDA-QS-001-MAP and AS9146 as an Appendix to the NGI Quality and Mission Assurance Program Plan. (CDRL A034)			
2030	The C	Contractor sha	ll design FOD signage to be consistent at all sites throughout the program.	
2031	3	.2.19.1.1.3	Material Review Board (CLIN 0200; CLIN 1200)	
2032	The C	Contractor sha	ll retain Material Review Board (MRB) authority over suppliers of SMCIs.	
2033 2034	The Contractor shall perform MRB dispositions for nonconforming hardware at all levels of assembly.			
2035 2036	The Contractor shall request and obtain written approval from the NGI Government Program Office prior to final MRB dispositions IAW MDA-QS-001-MAP.			
2037	3	.2.19.1.1.4	Hardware Delivery (CLIN 0200; CLIN 1200)	
2038 2039 2040 2041	(CDR comp	L A128) and onents to the	Il develop, execute, and maintain an NGI Hardware Delivery Program Plan conduct Ship Readiness Reviews (ShRR) that provides high quality, reliable Warfighter using a standardized process IAW MDA-QS-001-MAP and the D Hardware Delivery Process.	

CIII

2042 2043	The Contractor shall deliver NGI ShRR Reports (CDRL A137) IAW the GMD Hardware Delivery Process.			
2044 2045	The Contractor shall, for hardware configurable items not governed by the PMAP, have product markings IAW MIL-STD-130N "Identification Marking of U.S. Military Property."			
2046 2047 2048	Manufacturer's Na	The Contractor shall, for nameplates and product markings, contain Product nomenclature, Manufacturer's Name, Product Serial Number, Product Part Number, Cage Code, and Revision Number of Part or Product.		
2049	3.2.19.1.1.5	Closeout Photography (CLIN 0200; CLIN 1200)		
2050 2051	The Contractor and (13743482-Rev A)	d SMCS shall comply with the MDA GMD Closeout Photography Program Plan		
2052	3.2.19.1.2 Mission A	ssurance (CLIN 0200; CLIN 1200)		
2053	3.2.19.1.2.1	Mission Assurance Working Group (CLIN 0200; CLIN 1200)		
2054 2055		all develop, execute and maintain an NGI Mission Assurance Working Group e GMD Quality and Mission Assurance Program Plan.		
2056 2057	3.2.19.1.2.2 1200)	Mission Assurance Audits and Technical Assessments (CLIN 0200; CLIN		
2058 2059 2060	The Contractor and SMCS shall satisfy supplier evaluation requirements defined in MDA-QS-001-MAP through Mission Assurance Audits (MAAs) IAW the GMD MAA Plan (Appendix A of the GMD Quality and Mission Assurance Program Plan).			
2061	The Contractor sha	all develop, execute and maintain the NGI MAA Program Plan. (CDRL A135)		
2062 2063 2064	The Contractor shall provide support to the Government to conduct Mission Focused Technical Assessments (MFTAs) or Mission Assurance Technical Assessments (MATAs) of Subcontractors and suppliers IAW MDA-QS-001-MAP, MDA-QS-003-PMAP, and QS-SOP-06.			
2065 2066	(The Government will conduct a maximum of six (6) MFTAs or MATAs per year at the Prime and Tier 1 Suppliers)			
2067	3.2.19.1.2.3	Safety and Mission Critical Items and Suppliers (CLIN 0200; CLIN 1200)		
2068 2069 2070	The Contractor shall develop, execute, and maintain an NGI Safety and Mission Critical Items (MCI) and Supplier List (CDRL A068), for NGI hardware, software and firmware IAW the MDA-QS-001-MAP criteria and the GMD Quality and Mission Assurance Program Plan.			
2071	3.2.19.1.2.4	Process Qualification Program (CLIN 0200; CLIN 1200)		
2072 2073		d SMCS shall comply with the GMD Process Qualification Program (PQP) Plane GMD Quality and Mission Assurance Program Plan) and MDA-QS-001-MAP.		
2074	The Contractor sha	all deliver NGI PQP Certifications and Supporting Data. (CDRL A041)		
2075	3.2.19.1.2.5	Producibility Analysis (CLIN 0200; CLIN 1200)		
2076 2077 2078	The Contractor shall develop, execute, and maintain an NGI Producibility Analysis Program Plan (CDRL A074) IAW MDA-QS-001-MAP, MIL-HDBK-727 Design Guidance for Producibility, and NAVSO P-3687 Producibility System Guideline.			
2079	The Contractor shall develop and maintain an NGI Producibility Analysis Report (CDRL A136)			

CUI

2080 2081	3.2.19.1.2.6 1200)	Parts, Materials, and Processes Control Guidance (CLIN 0200; CLIN
2082 2083	The Contractor shall QS-003-PMAP. (C	ll develop, execute, and maintain an NGI PMPCP, to include SMCS, IAW MDA-DRL A026)
2084 2085		Il include an Appendix in the NGI PMPCP for an NGI Lead (Pb) Free Control Appendix for an NGI Radiation Hardness Assurance Plan. (CDRL A026)
2086 2087 2088 2089	and Processes Boar	suppliers of SMCI shall follow MDA Policy Memorandum #22 (Parts, Materials, d – Additional Requirements for Plastic Encapsulated Microcircuits with Copper IDA Policy Memorandum #86 (Parts, Materials, and Processes Requirements
2090 2091	3.2.19.1.2.7 Flow Dow	Parts, Materials, and Processes Mission Assurance Plan Requirements on (CLIN 0200; CLIN 1200)
2092	The Contractor shall	Il flow the approved NGI PMPCP (CDRL A026) to the SMCS.
2093 2094	The Contractor shall PMPCPs.	ll not further tailor the approved NGI PMPCP requirements in the SMCS
2095	The Contractor shall	Il flow relevant MDA-QS-003-PMAP elements to non-SMCS.
2096 2097		Il require SMCS to deliver PMPCPs to the PMPCB for approval IAW MDA-QS-tout the supply chain. (CDRL A026)
2098 2099	3.2.19.1.2.8 0200; CL	Parts, Materials, and Processes Mission Assurance Plan Exceptions (CLIN IN 1200)
2100 2101 2102	requirements include	Il receive Government approval of any exceptions for MDA-QS-003-PMAP ling implementation methodology and rationale for deviations, exceptions, or s, and describe in the NGI PMPCP.
2103 2104	The Contractor shall 3.6.7, 3.7.1 or 3.10.	Il take no exceptions to MDA-QS-003-PMAP paragraphs related to SCRM; 3.2.8,
2105	3.2.19.1.2.9	Parts, Materials, and Processes Control Board (CLIN 0200; CLIN 1200)
2106	The Contractor shall	ll establish and support the PMPCB IAW MDA-QS-003-PMAP.
2107	The Contractor shall	Il report PMP Assessment schedules to the PMBCB.
2108 2109	3.2.19.1.2.10 CLIN 120	Parts, Materials, and Processes Mission Assurance Reports (CLIN 0200; 00)
2110 2111 2112 2113	agendas; meeting m PMP notifications a	Il post MDA-QS-003-PMAP data to the Government IDDE including PMPCB ninutes; dispositioned PMP approval requests and supporting documentation; and issues; Subcontractor PMP control plans; and PMP compliance assessment as and corrective actions.
2114 2115	The Contractor shall A049)	ll deliver NGI As-Designed Products and Materials List (ADPML). (CDRL
2116 2117 2118		ll prepare and deliver NGI Government Industry Data Exchange Program Reports and NGI Product Change Notification (PCN) Impact Reports. (CDRL
2119	The Contractor shall	ll monitor PCNs and report impacts to the PMPCB.

2120	3.2.19.1.2.11 Additi	ve Manufacturing and Printed Electronics (CLIN 0200; CLIN 1200)
2121 2122		ocument and execute all Additive Manufacturing (AM) and printed ons and processes IAW the MDA-QS-003-PMAP.
2123 2124		and Materials Radiation Hardness Assurance, Maintenance and N 0200; CLIN 1200)
2125 2126 2127 2128	Surveillance Plan IAW MD	nent a life cycle Radiation Hardness Assurance, Maintenance, and A-STD-001A, Section 4.6, and MIL-STD-1766C Section 5.3.8 – with the use of MDA-QS-003-PMAP or Qualified Manufacturers List
2129	3.2.19.2 Safety (CLIN 0200	; CLIN 1200)
2130 2131 2132 2133	in AFSPCMAN 91-710 "Ra	with range safety requirements as tailored with MDA and Range Safety nge Safety User Requirements Manual" and subsequent releases of 2: 13 Jul 2017, Vol 3: 15 May 2019, Vol 4: 20 Nov 2017, Vol 5: 23 Feb 1 Vol 7: 23 Feb 18.
2134	The Contractor shall assess	and document safety risks IAW the NGI SSPP.
2135 2136		nese risks in the NGI System Safety Hazard Analysis Reports (SSHAR) ogs. (CDRL A075)
2137 2138 2139	(SRAs) (CDRL A077) IAW	y a change in the level of safety risk in the NGI Safety Risk Analyses MIL-STD-882E and notify the Government safety office of the change
2140 2141	The Contractor shall suppor and MIL-STD-882E.	t Safety Program Compliance Assessments IAW MDA-QS-001-MAP
2142	3.2.19.2.1 System Safety (CL	IN 0200; CLIN 1200)
2143 2144		p, execute, and maintain the NGI SSPP (CDRL A033) IAW MIL-STD-and the Government's GMD System Safety Management Plan.
2145 2146 2147	Group (SSWG) and the Igni	e technical information and support to the NGI System Safety Working tion System Safety Review Board (ISSRB) as part of showing 2E and MDA-QS-001-MAP requirements.
2148	3.2.19.2.2 Safety Critical Soft	tware (CLIN 0200; CLIN 1200)
2149 2150	The Contractor shall verify NGI Software Safety Worki	safety critical software through regression testing as approved by the ng Group (SwSWG).
2151 2152 2153		s and defines the regression testing in concert with the Contractor, and ne meeting minutes and provided as quality records IAW the MDA-QS- a Safety Management Plan)
2154	3.2.19.2.3 Hazard Control (C	CLIN 0200; CLIN 1200)
2155	The Contractor shall control	movement of NGI subparts that may induce a safety hazard.
2156 2157 2158	"Department of Defense An	upliant with TB 700-2/NAVSEAINST 8020.8C/TO 11A-1-47 immunition and Explosives Hazard Classification Procedures" for Interim and Final Hazard Classification (FHC).

2159 2160		ontractor shall use color-coding and identification of other NGI hazards IAW DA PAM 385-epartment of the Army Guidelines for Safety Color Codes, Signs, Tags, and Markings."
2161	3.2.19.2.4	Hazard Tracking (CLIN 0200; CLIN 1200)
2162 2163 2164		ontractor shall develop and submit NGI Hazard Logs (CDRL A075) that document mance of hazard analyses for identified risks and associated mitigation, validation, and ation.
2165	3.2.19.2.5	Hazard Classification (CLIN 0200; CLIN 1200)
2166 2167 2168		ontractor shall comply with the existing GMD hazard classification ratings and MIL-STD-Insensitive Munitions (IM) reaction performances to minimize impacts to GMD missile silos SS.
2169 2170 2171	require	ontractor shall provide applicable design data, design/performance analysis, and test reports as ed to support the IM briefings to the applicable IM review boards and preparing the IM POAM ed every 2 years) and IM Threat Hazard Assessment (as required).
2172 2173		ontractor shall implement and comply with the MDA IM Strategic Plan once updated in nation with the Government.
2174 2175 2176 2177	Metho States	ontractor shall design the NGI to be compliant with the IM IAW MIL-STD-2105D "DOD Test d Standard for Hazard Assessment tests for Non-Nuclear Munitions", Public Law (United Code), Title 10, Chapter 141, Section 2389, and TB 700-2/NAVSEAINST 8020.8C/TO 11A-prior to delivery.
2178 2179 2180	design	ontractor shall incorporate the use of IM technologies including materials, active/passive features, packing, and weapon characteristics using Appendix L of the AOP-39 (Editions 3) ance on the assessment and Development of IM."
2181 2182 2183	001-M	ontractor shall comply with explosives hazard classification requirements IAW MDA-QS-AP, MIL-STD-882E and TB-700-2/NAVSEAINST 8020.8C/TO 11A-1-47, "Department of see Ammunition and Explosives Hazard Classification Procedures."
2184 2185 2186	the GN	ontractor shall deliver analyses to the Government IDDE in support of IHC requirements IAW MD System Safety Management Plan, TB-700-2/NAVSEAINST 8020.8C/TO 11A-1-47, and ment of Defense Explosives Safety Board (DDESB) requirements.
2187 2188		ontractor shall maximize the use of FHC documents and minimize the number of Interim d Classification documents used for transportation of NGI systems.
2189 2190		ontractor shall develop, maintain and deliver Explosive Ordnance Data and Explosive Hazard fication Data in the NGI Explosive Hazard Classification Data Report. (CDRL A053)
2191	The C	ontractor shall support updates to the Government's Threat Hazard Assessment.
2192	The C	ontractor shall support IM technical assessments.
2193	The C	ontractor shall support IM Board/Joint Services IM Technical Panel reviews.
2194	3.2.19.2.6	Safety Assessment Reports (CLIN 0200; CLIN 1200)
2195 2196 2197 2198	(CDR)	ontractor shall develop, execute, maintain and deliver NGI Safety Assessment Reports (SARs) L A076) that identify safety features of the system, design, and procedural hazards present in stem, and any specific procedural controls and precautions to be followed IAW MIL-STD-

2199	3.2.19.2.7	System Safety Hazard Analysis (CLIN 0200; CLIN 1200)
2200 2201 2202 2203	identif to elim	ontractor shall develop, execute, maintain and deliver NGI SSHARs (CDRL A075) that by and evaluate health hazards, evaluate proposed hazardous materials, and propose measures material identified hazards through engineering design changes or protective measures are the risk to an acceptable level IAW MDA-QS-001-MAP and MIL-STD-882E.
2204	3.2.19.2.8	Launch Hazard Zone Access (CLIN 0200; CLIN 1200)
2205 2206		ontractor shall implement the requirements contained in the GMD Policy Memorandum 47: h Hazard Zone Access Policy.
2207	3.2.19.2.9	Environment, Safety, and Occupational Health (CLIN 0200; CLIN 1200)
2208 2209 2210	Health	ontractor shall develop, execute, and maintain an NGI Environment, Safety, and Occupational (ESOH) Plan IAW Contractor environmental, health, and safety standards and MIL-STD-(CDRL A023)
2211 2212 2213	Manag	ontractor shall include in the ESOH Plan an Appendix for the NGI Hazardous Materials gement Plan (HMMP) and an Appendix for the NGI Liquid Propellant Accident Response (LPART). (CDRL A023)
2214 2215		ontractor shall document the NGI program approach in the HMMP IAW National Aerospace and (NAS) 411. (CDRL A023)
2216 2217 2218 2219 2220	the thr Govern Indices	Contractor shall design the NGI to prevent personnel exposure to toxic substances in excess of eshold values contained in ACGIH-ISBN 978-607261-05-6 "American Conference of ment Industrial Hygienists (ACGIH) Threshold Limit Values and Biological Exposure s," or Title 29 CFR "Code of Federal Regulations, Title 29, Occupational Safety and Health ards – Hazard Communications (Part 1910)," whichever is more stringent.
2221	3.2.19.2.10	Legal Compliance (CLIN 0200; CLIN 1200)
2222 2223		ontractor shall comply with applicable federal, state and local environmental laws and tions, Executive Orders (E.O.) and DoD environmental policy, directives and regulations.
2224 2225 2226	resulti	ontractor shall retain, and make available upon request, data and information pertaining to and ng from compliance with applicable environmental laws, regulations, E.O.s, and DoD policy, wes and regulations.
2227	3.2.19.2.11	Safety Reports (CLIN 0200; CLIN 1200)
2228 2229		ontractor shall develop, execute, maintain and deliver NGI Occupational Safety and Health histration (OSHA) 300 Logs. (CDRL A084)
2230 2231		ontractor shall develop, execute, maintain and deliver NGI Accident/Incident Investigation is. (CDRL A089)
2232 2233		ontractor shall develop, execute, maintain and deliver Health Hazard Assessment Reports. L A098)
2234	3.2.19.2.12	Emergency Planning and Response (CLIN 0200; CLIN 1200)
2235 2236 2237 2238	Section Emerg	ontractor shall comply with the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), in 312 (Emergency Planning and Response) and Section 313 (Toxic Release Inventory) of the ency Planning and Community Right to Know Act of 1986, implementing regulations (40 355 and 372.65); and hazard communication requirements of 29 CFR 1910.1200.

2239 2240	3.2.19.2.13 High Performance Buildings Memorandum of Understanding (CLIN 0200; CLIN 1200)
2241 2242 2243 2244 2245	The Contractor shall comply with E.O. 13834 and conform to the January 2006 Memorandum of Understanding (MOU) "Federal Leadership in High Performance and Sustainable Buildings" and incorporate sustainable strategies, resource conservation, and indoor environmental quality considerations (including metering and procurement of "green" products) for new construction and renovations.
2246	3.2.19.2.14 Green Procurement (CLIN 0200; CLIN 1200)
2247 2248 2249	The Contractor shall develop, execute, maintain and deliver an NGI Sustainable Acquisition and Green Procurement Plan consistent with MDA Instruction 4700.03-INS, Sustainable Acquisition. (CDRL A079)
2250	3.2.19.2.15 Environment, Safety, and Health Evaluation (CLIN 0200; CLIN 1200)
2251 2252 2253	The Contractor shall provide input to the Environment, Safety, and Health (ESH) evaluation as directed by the GMD Program Office and MDA's Environmental Management Office to assist the Government consistent with DoDI 5000.02 Change 5, Operation of the Defense Acquisition System.
2254	3.2.19.2.16 Environmental Compliance (CLIN 0200; CLIN 1200)
2255 2256 2257	The Contractor shall support and assist the Government's compliance with National Environmental Policy Act (NEPA), PPA, E.O. 13834 and MDA Directive 4700.01, Environmental Management Program.
2258	The Contractor shall support MDA's geographic site selection process if needed.
2259 2260 2261	The Contractor shall report to the Government on NGI program environmental compliance, hazardous materials and/or hazardous waste, pollution prevention, and issues dealing with the NEPA.
2262 2263	The Contractor shall review draft environmental compliance documents and provide written comments as requested by the Government.
2264	3.2.19.2.17 Accident and Injury Reporting (CLIN 0200; CLIN 1200)
2265 2266	The Contractor and Subcontractors shall maintain accurate accident and injury/illness records for the NGI program.
2267 2268 2269 2270	The Contractor shall notify DoD installation Commander, or designee, for Contractor or Subcontractor work performed on Government installations, immediately (flash notification via telephone and/or email) of accidents, injuries, environmental illnesses, or other issues regarding compliance with environmental regulations or policies.
2271 2272	The Contractor and Subcontractor shall report environmental releases and/or incidents (including violations) to the host installation and MDA's Environmental Management Office.
2273 2274 2275 2276	The Contractor and Subcontractor shall provide, for DoD Installations where MDA has a full-time Government presence, accident and environmental incident notifications to the MDA Site Lead and MDA Site Safety and Facilities Staff. The MDA Site Lead will forward to the Host Installation as appropriate.
2277 2278 2279	The Contractor shall conduct accident investigations and provide documentation to the host installation and MDA's QSMA, and the PCO or Contracting Officer's Representative (COR)/Contracting Officer's Technical Representative (COTR).

2280	2.19.2.18 Environmental Restoration, Remediation and/or Cleanup (CLIN 0200; CLIN 1200)	
2281 2282	In the performance of this contract, the Contractor shall be responsible for the operation of certain facilities on Government installations.	
2283 2284 2285	The Contractor shall be responsible for repair, environmental restoration, remediation, and/or cleanup (herein "remediation") activities associated with the conduct of activities for MDA if the Government deems necessary.	
2286 2287	The Contractor shall identify potential environmental liabilities to MDA's Environmental Management Office upon discovery.	
2288	The Contractor shall obtain written Government approval before initiating remediation activities.	
2289	.2.20 Operations and Sustainment (CLIN 0200; CLIN 1200)	
2290 2291 2292	The Contractor shall deliver, maintain and execute an NGI Life Cycle Sustainment Plan (LCSP) (CDRL A024) and an NGI Item Unique Identification (IUID) program IAW MDA-QS-001-MAP and the NGI AUR PS.	
2293 2294 2295 2296 2297	o(3):10 U.S.C. § 130	
2298 2299	The NGI Life Cycle Sustainment Plan shall also contain estimates for Life Cycle Costs (LCC), Operations and Sustainment (O&S) Costs, Disposal Costs, and O&S Cost Drivers. (CDRL A024)	
2300	The NGI LCSP shall also contain maintenance concept and source of repair analysis. (CDRL A02-	4)
2301 2302 2303	If any LLIs need to be replaced before the end of service life, then these items must be considered scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)	
2304		
2305 2306	The Contractor shall address in the NGI LCSP the complete life-cycle approach to maintaining the system and its attendant support structure, and include the following Sections:	;
2307	Section 1: Develop IAW DoD Logistics and Material Readiness Memo LCSP Outline Version 2.0)
2308	Section 2: Product Support Analysis and Logistics Management Information Data (LMID) Plan	
2309 2310	Section 3: Planning by Integrated Product Support (IPS) Element not covered in the DoD LCSP Outline (include all 12 IPS elements)	
2311	Section 4: IUID Implementation Plan	
2312	Section 5: Technical Manual Development Plan	
2313	Section 6: Technical Manual Validation Plan	
2314	Section 7: Training Plan	
2315	.2.21 Operations Support (CLIN 0200; CLIN 1200)	
2316	The Contractor shall provide support to all NGI products in test, training, and operations.	

CIII

2317 2318 2319	to include: TIRs, BDRs, NCR, integration and test findings and observations, system test	
2320 2321 2322 2323	The Contractor shall design, develop, and deliver NGI capability upgrades and corrective actions, deploy the software and/or hardware updates to the affected sites, and develop, maintain and deliver Acceptance Test Reports as quality records IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089. (CDRL A013)	r
2324 2325 2326	The Contractor shall deliver Electronic Operator and Maintenance Technical Manuals (ETM) for the NGI and support equipment including PSE, SIE and STE. The original source material for the ETM shall be delivered to the Government in an editable format. (CDRL A010)	
2327 2328 2329	The Contractor shall support the processes and activities that impact GMD Prime Mission Equipment (PME), facilities, and infrastructure in support of the MDS Homeland Defense mission IAW the GMD Fielding Instruction.	
2330 2331	The Contractor shall support the BMDS Asset Management Processes as described in MDA Manua 3000.02-M, BMDS Asset Management and MDA Directive 3000.02 BMDS Asset Management.	1
2332 2333	The Contractor shall support the authorities established in MDA Instruction 8200.01-INS for all MDA operations support, fielding, and test activities.	
2334	3.2.22 NGI Integrated Product Support (CLIN 0200; CLIN 1200)	
2335 2336 2337	The Contractor shall implement NGI Design for Supportability IAW MDA-QS-001-MAP via IPS Analysis IAW Society of Automotive Engineers (SAE) TA-STD-0017 and document and deliver Logistics Product Data Summaries and Logistics Support Analysis Reports. (CDRL A171)	
2338 2339 2340 2341 2342	The Contractor shall develop, execute and deliver the Logistics Management Information Database for the NGI and new and legacy support equipment IAW GEIA-STD-0007C. This data shall be delivered through the Government's Windchill ePLM environment. This data may be stored in the Contractor's ePLM environment to which the Government shall have full and open access. (CDRL A009)	
2343 2344 2345 2346 2347	The Contractor shall perform Product Support Analysis (SAE TA-STD-0017) Activity 11.7, Level of Repair Analysis (LORA), and document conclusions, findings, and recommendations on the economic, noneconomic and operational impacts to the Government for each item undergoing the LORA IAW DI-PSSS-81872A and using Aerospace Standard 1390 and MIL-HDBK-1390 as references. (CDRL A157)	of
2348 2349	The Contractor shall present an Initial Supportability Assessment confirming Product Support Element consideration at SRR and PDR milestone events.	
2350 2351 2352	The Contractor shall present a Supportability assessment confirming Product Support Element consideration at CDR. The Contractor shall deliver the contractor-assembled LORA input data for use in conducting LORA evaluations. (CDRL A174)	
2353	3.2.23 Obsolescence (CLIN 0200; CLIN 1200)	
2354 2355	The Contractor shall execute and maintain an Obsolescence Control Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.	
2356 2357 2358	The Contractor shall design all system interfaces and functions resulting from obsolescence mitigation activities to operate IAW the requirements and functionality of the hardware (HW) and software (SW) developed for the NGI.	

2359 2360 2361			
2362 2363	The Contractor shall participate in a quarterly, Contractor-led Obsolescence Working Group (OWG) during the life of the contract.		
2364 2365	The Contractor shall provide an Indentured Parts List to the Government IDDE in a format editable by the Government. (CDRL A173)		
2366	The Contractor shall mitigate all obsolescence issues required to complete all deliveries.		
2367 2368	The Contractor shall also identify, and define tasks and schedule, for defined obsolescence issues for future production.		
2369 2370 2371	The Contractor shall canvass each component and coordinate with Subcontractors and in-house manufacturing to determine DMSMS, obsolete, End of Life (EOL), sunset technology or other parts procurement issues that would negatively impact the ability to execute future production.		
2372 2373	The Contractor shall maintain a forecast including a discrete list of known and emerging parts which require action in order to timely execute future and/or added production.		
2374	The Contractor shall provide the forecast to the OWG to facilitate planning by the Government.		
2375 2376	The Contractor shall use relevant obsolescence analysis, reports, and system information obtained from other programs to initiate and execute NGI obsolescence mitigation recommendations.		
2377 2378	The Contractor shall use Logistics Management Information (LMI) and maintenance data to identify non-supportable units and establish risk levels.		
2379 2380	The Contractor shall participate with other Services, MDS, and GMD Contractors, to prioritize obsolescence issues, identify systems impact, and evaluate risks.		
2381	3.2.23.1 Parts Obsolescence (CLIN 0200)		
2382	The Contractor shall conduct an internal parts obsolescence program IAW the NGI PMPCP.		
2383 2384	The Contractor shall prepare a proactive process to address Obsolescence/Diminishing Manufacturing Sources (OMS/DMS) issues.		
2385 2386 2387	If any LLIs need to be replaced before the end of service life, then these items must be considered scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)		
2388 2389 2390 2391	The Contractor shall include in their processes (a) a quarterly, Contractor-led OWG meeting; (b) a procedure to evaluate and respond to EOL Notification; (c) OMS Prediction techniques; (d) OMS resolutions and implementation techniques; and (e) a procedure to generate and track obsolescence cases.		
2392	3.2.23.2 Obsolescence Identification and Reporting (CLIN 0200)		
2393 2394	The Contractor shall deliver quarterly Obsolescence Reports to inform the Government of current and predicted obsolescence and DMSMS risks. (CDRL A054)		
2395 2396 2397	The Contractor shall include in the Obsolescence Report mitigation of DMSMS risks and/or obsolete parts, materials, or assemblies, and provide details pertaining to the technical, cost, and schedule impacts related to each identified obsolescence case. (CDRL A054)		

2398 2399 (b)(4)	The Contractor shall submit an Obsolescence Alert Notice if it is determined that a part, material, of assembly required in the delivery or test of the NGI, to include future production, is unavailable due to obsolescence/DMSMS issues within days after identification. (CDRL A166)	
2101	The Contractor shall identify the next higher assembly where obsolete component issues occur, and	d
2402	define impacts to all applicable assemblies.	
2403 2404	The Contractor shall include in Obsolescence Reports the tasks, schedule and cost required to address obsolescence issues for future production. (CDRL A054)	
2405	The Contractor shall identify obsolete, in-house PSE, SIE and STE. (CDRL A054)	
2406	3.2.23.3 Obsolescence Trade Studies (CLIN 0200)	
2407 2408 2409	The Contractor shall conduct trade studies to identify and develop design techniques (such as bridge buys, alternate part, alternate sources, existing inventory, redesigns, waiver of requirements) to mitigate DMS risk / obsolete parts, materials, or assemblies.	ge
2410 2411	The Contractor shall develop views from the NGI Systems Architecture model that support Obsolescence Trade Studies.	
2412 2413	The Contractor shall include Obsolescence Trade Studies in the Obsolescence Reports. (CDRL A054)	
2414 2415	The Contractor shall include Obsolescence Mitigation Strategies in the Obsolescence Reports. (CDRL A054)	
2416	3.2.23.4 Obsolescence Mitigation Implementation (CLIN 0200; CLIN 1200)	
2417 2418	The Contractor shall implement solutions approved by the Government to resolve and/or mitigate obsolescence issues for NGI, PSE, SIE and STE deliveries that are on contract.	
2419	3.2.23.5 Parts & Spares (CLIN 0200; CLIN 1200)	
2420 2421 2422 2423	The Contractor shall perform provisioning analysis and develop and deliver a recommended Initial Spares/Repair Parts List for NGI to include spares, repair parts and tools, support equipment (Common, PSE, SIE and STE), and all GMD laboratories identified in this SOW for hardware deliveries to support the operational life of the system. (CDRL A103)	
2424 2425 2426 2427	The Contractor shall conduct an analysis (CDRL A102) to identify environmental conditions (i.e., humidity and temperature) for long-term storage of spares to demonstrate operational life and document results in the Recommended Initial Spare and Repair Parts List. Contractor shall deliver the analysis and parts lists through the Government IDDE in an editable format.	
2428 2429 2430	The Contractor shall implement Modular, Open System Architecture (MOSA) to facilitate technology refreshment/modernization upgrades and to mitigate obsolescence through spares replacements as equipment fails and/or becomes obsolete.	
2431	NGI Packaging, Handling, Storage, and Transportation (CLIN 0200; CLIN 1200)	
2432 2433 2434	The Contractor shall develop, deliver, and execute an NGI Packaging, Handling, Storage, and Transportation (PHS&T) Plan for the NGI and support equipment (CDRL A092) IAW MDA-QS-001-MAP (Common, PSE, SIE and STE) using MIL-STD-2073-1E w/CHANGE 3 as guidance.	
2435 2436	The Contractor shall obtain written Government approval for material development of new and modified special packaging material or shipping and storage containers.	

2437 2438 2439	their	Contractor shall utilize qualified instrumented containers to support the shipment of NGI and hazardous material (e.g. fuel and oxidizer tanks) and Line Replaceable Units (LRU) via vehicle, and by military aircraft.
2440	3.2.25	NGI New Equipment Training (CLIN 0200; CLIN 1200)
2441 2442		Contractor shall deliver an NGI New Equipment Training (NET) package(s) for the NGI and ort equipment to the Government. (CDRL A016)
2443	4.0 AU	R Development and Delivery
2444	4.1 Next	Generation Interceptor Development (CLIN 0200)
2445 2446		Contractor shall develop, implement, and maintain the NGI design to comply with the respective NGI AUR PS (MIS-61834) and GMD GS to AUR ICS (MIS-61833).
2447	The C	Contractor shall ensure the NGI design is compliant with all arms control treaties.
2448	4.1.1 NG	I First Article Inspection and Test (CLIN 0200; CLIN 1200)
2449 2450		Contractor shall develop, deliver and execute a First Article Inspection and Test (FAIT) Plan for y or MCI as quality records IAW SAE AS9102B (HW/SW) and MDA-QS-001-MAP.
2451 2452	The O	Contractor shall develop and maintain FAIT Reports as quality records IAW MDA-QS-001-
2453	4.2 Hard	dware Product Engineering (CLIN 0200)
2454 2455		Contractor shall use connectors that are labeled, visible, and keyed (mistake proof) IAW MIL-1472G w/CHANGE 1 "DoD Design Criteria Standard: Human Engineering."
2456 2457 2458 2459 2460	bottle "Ame apply	Contractor shall identify for Hazards associated with compressed gas containers, including es for both cryogens and propellant tank pressurant, identify them IAW ANSI Z535.4 erican National Standards Institute Product Safety Signs and Labels." This requirement does not to lines that, in normal operation, are not pressurized until after NGI launch, nor to lines een gas bottles and first valves where the hazard is identified by the marking of the bottle.
2461 2462 2463 2464	STD- appli	Contractor shall mark NGI inert components representative of explosive items, IAW SAE AMS-595-A "Colors Used in Government Procurement" released 10 Feb 2017. This requirement es to marking of the inert representation items only, not to markings of the assemblies into h inert representations are incorporated.
2465	4.2.1 Eng	gineering and Manufacturing Readiness (CLIN 0200)
2466	The C	Contractor shall conduct TRL assessments IAW the TRA Deskbook.
2467	The C	Contractor shall deliver to the Government IDDE all data substantiating the TRL assessments.
2468 2469 2470	Manu	Contractor shall conduct EMRL assessments and deliver EMRL Reports IAW AS6500 ifacturing Management Program, MDA Instruction 5010.24-INS and MDA-QS-001-MAP. RL A087)
2471	The C	Contractor shall deliver to the Government IDDE all data substantiating the EMRL assessments.
2472 2473	The C	Contractor shall develop and maintain NGI Drawings on the Government IDDE in their native at.
2474	The C	Contractor shall deliver engineering notebooks, as requested, to the Government IDDE.



The Contractor shall control NGI mass properties IAW AIAA S-120A-2015.

2475

CIH

2476 2477	The Contractor shall design electro-explosive subassemblies using MIL-HDBK-1512 "DoD Electro- Explosive Subsystems, Electrically Initiated, Design Requirements and Test Methods" as a guide.
2478 2479 2480	The Contractor shall obtain NGI Element equipment Radio Frequency (RF) spectrum certification in compliance with the NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management.
2481 2482 2483	The Contractor shall submit a DD Form 1494 (CDRL A170) and a GMD Spectrum Supportability Risk Assessment (SSRA) (CDRL A141) for approval and receive a valid frequency assignment prior to any RF transmissions into open air.
2484	4.2.2 NGI Production Engineering and Manufacturing (CLIN 0200)
2485 2486	The Contractor shall develop, deliver, execute and maintain the NGI MIPP (CDRL A145) IAW MDA-QS-001-MAP.
2487 2488	The Contractor shall execute and maintain a Manufacturing Program IAW MDA-QS-001-MAP and the NGI MIPP.
2489	4.2.3 NGI Pedigree and Hardware Acceptance Reviews (CLIN 0200)
2490 2491 2492 2493	The Contractor shall plan and conduct NGI Hardware Acceptance Reviews (HAR) and receive Government approval prior to acceptance and shipment of development; initial production, refurbished, and recertified NGIs, units, subassemblies, PSE, SIE, and STE IAW the Safety and Mission Critical Supplier List and the GHDP.
2494 2495	The Contractor shall execute Acceptance testing and develop and maintain NGI Acceptance Test Reports as quality records IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089. (CDRL A013)
2496 2497	The Contractor shall execute and maintain an NGI Subsystem, Unit and Subassembly Pedigree Program and deliver associated pedigree data to the Government IDDE IAW MDA-QS-001-MAP.
2498	4.2.3.1 Electrical Design (CLIN 0200)
2499 2500	(b)(3):10 U.S.C. § 130
2501 2502	
2503 2504 2505	The Contractor shall deliver an NGI electrical power grounding schematic to the Government IDDE that identifies system to primary ground, and system-to-system grounding, including an identification of signals with isolation and termination devices to ground.
2506 2507 2508	The Contractor shall develop, maintain, deliver and execute Electrical and Electronic Stress Analyses to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS and MDA-QS-001-MAP.
2509 2510	The Contractor shall develop, maintain, deliver and execute Sneak Circuit Analyses (CDRL A165) IAW MDA-QS-001-MAP.
2511 2512	The Contractor shall develop, maintain, deliver and execute Worst Case Circuit Analyses (CDRL A165) IAW MDA-QS-001-MAP.
2513	4.2.3.2 Mechanical Design (CLIN 0200)
2514 2515 2516	The Contractor shall develop, maintain, deliver and execute Mechanical Stress Analyses to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS IAW MDA-QS-001-MAP.

CIII

	The Contractor shall develop, maintain, deliver and execute Finite Element Analysis (FEA) for the AUR to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS IAW MDA-QS-001-MAP.
	The Contractor shall develop, maintain, deliver and execute Thermal Stress Analyses to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS IAW MDA-QS-001-MAP.
4	3.3 AUR Test Article Delivery
4	.3.1 AUR Test Article Delivery (CLIN 1201 Priced Option)
(b)(3):10 U.S.C. § 130
_	The Contractor shall deliver AUR NGI Flight Test Articles to VAFB or locations specified by the Government as required in Section E of the contract. Delivery is completed at emplacement in the designated silo.
	The Contractor shall conduct AUR functional test upon delivery to Government site prior to emplacement.
	The Contractor shall emplace the AUR in the designated silo.
	The Contractor shall support Post Emplacement Checkout IAW the NGI TEP.
	The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance Data Package to document the readiness of the NGI to launch from the silo. (CDRL A043, A044)
	The Contractor shall support an integrated GMD weapon system test to verify AUR health and function prior to final Government acceptance (DD250).
1	.3.2 AUR Test Article Delivery - Material (CLIN 0601; CLIN 0602 Priced Option)
	(b)(3):10 U.S.C. § 130
L	The Contractor shall procure the material required for silo modifications in support of CLIN 1101.
4	3.3.3 AUR Test Article Delivery (CLIN 1202 Priced Option)
	(b)(3):10 U.S.C. § 130
L	The Contractor shall deliver AUR NGI Flight Test Articles to VAFB or locations specified by the Government as required in Section E of the contract and conduct an AUR functional test upon delivery to Government site prior to emplacement.
	The Contractor shall emplace the AUR in the designated silo.
	The Contractor shall support Post Emplacement Checkout IAW the NGI TEP.
	The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance Data Package to document the readiness of the NGI to launch from the silo. (CDRL A043, A044)
	The Contractor shall support an integrated GMD weapon system test to verify AUR health and function prior to final Government acceptance (DD250).

\mathbf{cu}

2555	4.4 AUR Operational Deliveries
2556	4.4.1 Operational AUR Lot 1 Long Lead Material (CLIN 2200 Option) (To Be Priced after PDR)
2557 2558	The Contractor shall procure the long lead material (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130
2559	4.4.2 Operational AUR Lot 1 All Up Rounds (CLIN 2201 Option) (To Be Priced after PDR)
2560 2561	The Contractor shall manufacture, integrate, test and deliver (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. §
2562	4.4.3 Operational AUR Lot 2 Long Lead Material (CLIN 2202 Option) (To Be Priced after PDR)
2563 2564	The Contractor shall procure the long lead material (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130
2565	4.4.4 Operational AUR Lot 2 All Up Rounds (CLIN 2203 Option) (To Be Priced after PDR)
2566 2567	The Contractor shall manufacture, integrate, test and (b)(3):10 U.S.C. § 130 (b)(3):10 U.S.C. § 130

CIII

2568	4.4.5	RESERVED	
2569	4.4.6	RESERVED	
2570	4.4.7	RESERVED	
2571	4.4.8	RESERVED	
2572	4.4.9	RESERVED	
2573	4.4.10	RESERVED	
2574	4.4.11	RESERVED	
2575	4.4.12	RESERVED	
2576	4.4.13	RESERVED	
2577	4.4.14	RESERVED	
2578	4.4.15	RESERVED	
2579	4.4.16	RESERVED	
2580	4.4.17	RESERVED	
2581	4.4.18	RESERVED	
2582	4.4.19	RESERVED	
2583	4.4.20	RESERVED	
2584	4.4.21	RESERVED	
2585	4.4.22	RESERVED	
2586	4.4.23	RESERVED	
2587	4.4.24	Operational Article Delivery (CLIN 2XXX Option)	
2588 2589	The Contractor shall deliver NGI operational articles to VAFB, FGA or locations specified by the Government as required in Section E.		
2590 2591	The Contractor shall conduct AUR functional test upon delivery to Government site prior to emplacement.		
2592	The Contractor shall emplace the AUR in the designated silo.		
2593	The Contractor shall support Post Emplacement Checkout IAW the NGI TEP.		
2594 2595	The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance Data Package to document the readiness of the NGI to launch from the silo. (CDRL A043, A044)		
2596 2597	The Contractor shall support an integrated GMD weapon system test to verify AUR health and function prior to final Government acceptance (DD250).		
2598	4.5 AUR Production Maintainability		
2599 2600	In the event of a production gap, the Government may exercise the following 1-year Option CLINs to maintain production readiness		

2601	4.5.1 Production Maintainability (CLIN 2100 Option) (To Be Priced after PDR)
2602 2603	The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities.
2604	The Contractor shall train, certify, and maintain certification of production support personnel.
2605	4.5.2 Production Maintainability (CLIN 2101 Option) (To Be Priced after PDR)
2606 2607	The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities.
2608	The Contractor shall train, certify, and maintain certification of production support personnel.
2609	4.5.3 Production Maintainability (CLIN 2102 Option) (To Be Priced after PDR)
2610 2611	The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities.
2612	The Contractor shall train, certify, and maintain certification of production support personnel.
2613	4.5.4 Production Maintainability (CLIN 2103 Option) (To Be Priced after PDR)
2614 2615	The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities.
2616	The Contractor shall train, certify, and maintain certification of production support personnel.
2617	4.5.5 Production Maintainability (CLIN 2104 Option) (To Be Priced after PDR)
2618 2619	The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls, production locations and facilities.
2620	The Contractor shall train, certify, and maintain certification of production support personnel.
2621	5.0 AUR Software
2622	5.1 Software, Firmware and Algorithm Engineering (CLIN 0300; CLIN 1300)
2623 2624	The Contractor shall define, document, and follow a MOSA for using modular design, and standards-based interfaces for the Program.
2625 2626	The Contractor shall obtain Government approval in writing regarding the use of any proprietary products prior to utilization.
2627	Any software reuse by the Contractor shall be IAW MDA-QS-001-MAP and NIST 500-155.
2628 2629 2630 2631	For Commercial or Non-Developmental Items (NDI), if a vendor no longer supports the product versions used in the NGI environments, the Contractor shall, with Government concurrence, provide a technical assessment of risks involving unsupported product usage, and shall provide assessment of transition to upgrades with resulting retest and installation impacts.
2632 2633	The Contractor shall collaborate with the Government to identify, review, and prioritize all Software Change Requests (SCRs) and deliver to the Government. (CDRL A096)
2634 2635	The Contractor shall design, develop, integrate, and test solutions to identified SCRs, and deliver software updates.
2636 2637	The Contractor shall synchronize new functionality updates with software problem resolution as a single update.

CUI

2638 The Contractor shall develop, deliver and execute software and firmware source and executable code 2639 and associated documentation (CDRL A065). 2640 The Contractor shall deliver user manuals for the software and firmware (CDRL A091). 2641 The Contractor and Subcontractors shall implement software processes based on industry best 2642 practices (e.g., IEEE 12207-2017, ISO/IEC/IEEE International Standard - Systems and Software 2643 Engineering – Software Life Cycle Processes, CMMI-DEV, Capability Maturity Model Integration (CMMI) for Development). 2644 2645 The Contractor shall evaluate software development Subcontractors in order to properly implement software management and infrastructure processes. 2646 2647 5.1.1 Software Development Plan and Process (CLIN 0300; CLIN 1300) 2648 DevSecOps is an organizational software/firmware engineering culture and practice that aims at 2649 unifying software development (Dev), security (Sec) and operations (Ops.) 2650 The Contractor shall procure or develop a "software factory," consistent with the DoD Enterprise DevSecOps Reference Design Guidebook. 2651 2652 The Contractor shall ensure the appropriate industry DevSecOps expertise and experience is available and applied to develop a software and firmware delivery pipeline that continuously enables 2653 2654 automated build, test, and release, of high quality software. 2655 The software factory shall include executable software, source files, and technical documentation, 2656 including "as built" design information and compilation, build, and modification procedures. All documentation, test files, coding, application programming interfaces (APIs); design documents; 2657 results of fault, performance tests conducted using the framework; tools developed during the 2658 development; and the software factory framework. (CDRL A065) 2659 2660 The Contractor shall utilize and deliver automated tools to support software configuration control as 2661 part of the software factory. (CDRL A065) 2662 The Contractor shall clearly identify and trace software design to design elements and behavior allocated to software in the NGI Systems Architecture Model. 2663 2664 The Contractor shall develop, execute, maintain, and deliver an NGI SDP (CDRL A019) IAW the 2665 IEEE 12207-2017, MDA-QS-001-MAP, Government GMD Software Engineering Plan (SWEP), 2666 GMD SwAP, GMD Program Software Acquisition Process Plan (PSAPP), and GMD Software IV&V Plan. 2667 2668 The Contractor shall develop, execute, maintain, and deliver an NGI Software Design Description 2669 (SDD) (CDRL A064) IAW the MDA-OS-001-MAP, GMD Software Engineering Plan (SWEP), 2670 GMD SwAP, GMD Program Software Acquisition Process Plan (GME-PLN-PSAPP-0009), and GMD Software IV&V Plan (GME-PLN-SIV&V-0007). 2671 2672 The Contractor shall document the DevSecOps software development approach in the NGI SDP. 2673 The Contractor shall perform the DevSecOps software/firmware development and ensure the 2674 appropriate DevSecOps expertise and experience is available and applied to development, following the processes and approach(es) described in the SDP, in order to deploy and deliver executable 2675 software (CDRL A065) IAW the approved SDP and MDA Policy Memorandum #16. 2676 2677 The SDP shall describe the Contractor's DevSecOps software/firmware development and quality

2678

processes.

2679 2680 2681	The Contractor shall base these processes on the Contractor's tailoring of internally-developed standard processes used on previous military programs, standard commercial processes (i.e., modern software and firmware development best practices).
2682 2683	The Contractor shall deliver working software/firmware on a frequent basis, IAW the SDP for all computer software/firmware to be developed, integrated, or maintained under this effort.
2684 2685 2686 2687	The Contractor shall identify the required software/firmware and the developers or suppliers of the software in the SDP, and shall define the Contractor's proposed software development processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks.
2688 2689 2690 2691	The Contractor shall describe in the SDP how the DevSecOps software/firmware development processes will be incorporated into the Technical Review process, particularly for system-level technical reviews and technical baselines and describe how SWE activities will be integrated within SE processes, acquisition documents and CDRLs.
2692 2693 2694 2695 2696	The Contractor shall establish and document in the NGI SDP a mechanism for tracking Defect Containment as Problem Reports (PRs) and/or TRs. The Contractor shall identify which software development phase (e.g., system test) a defect was found in, and in which software development phase the defect was introduced (to include percent of defects found in the same phase measured as a percent of all defects tracked).
2697 2698	The Contractor shall document in the NGI SDP their approach to the detection, prevention, and recovery of software faults for Safety or Mission Critical Related Software and Firmware.
2699 2700 2701	The Contractor shall develop, implement, maintain and seek approval from the Government a Software Measurement Plan (CDRL A090) IAW MDA-QS-001-MAP, the GMD IV&V Plan, the GMD SwAP, the GMD SWEP and MDA 8430.01-INS.
2702	The Contractor shall obtain written Government approval for software metrics.
2703 2704	The Contractor shall deliver Metrics Reports for software and firmware products (CDRL A090) IAW the Software Measurement Plan and shall be consistent with the program life-cycle phase.
2705 2706	The Contractor shall include descriptions of the required technology maturity level as it pertains to software IAW the TRA Deskbook in the NGI SDP. (CDRL A019)
2707 2708	The Contractor shall identify the system functions that are allocated to software in the NGI CONOPS.
2709 2710	The Contractor shall provide for Government approval Software and Firmware Requirements Specifications as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS.
2711 2712	The Contractor shall include in the NGI SDP the secure coding standard to be followed for development.
2713	The Contractor shall train and hold accountable all developers for development of secure code.
2714 2715 2716	The Contractor shall include in the NGI SDP how DoDI 8500.01 Change 1 and the Application Security And Development (ASD) Security Technical Implementation Guide (STIG) Overview are being addressed by the program.
2717 2718 2719	The Contractor shall address in the NGI SDP how the secure coding standard impacts software development from low-level unit testing and code reviews to the system integration efforts and security considerations.

CIII

2720	5.1.1.1	Software Configuration Lists (CLIN 0300; CLIN 1300)		
2721 2722 2723 2724 2725	The Contractor shall deliver and maintain a Safety and Mission Critical Related Software, Firmware, and Algorithm List as component of the NGI Requirements Model to include each requirement's Safety Criticality and Mission Criticality functions that are derived from a software FMECA, functional and physical architecture that supports software, firmware and algorithm development. (CDRL A008)			
2726	5.1.2 Sof	tware Test (CLIN 0300; CLIN 1300)		
2727 2728 2729	The Contractor shall deliver an NGI Software Qualification Plan as an Appendix to the NGI TEP (CDRL A036) IAW the GMD Integrated Test Plan, MDA-QS-001-MAP, the NGI VEP and GME-TAI-RFIT-0089.			
2730 2731	The Contractor shall deliver the following at the start of each NGI Software, Firmware, and Algorithm FQT event:			
2732 2733 2734 2735 2736 2737	•	Software/Firmware Requirements Specifications Software and Firmware Design Description (CDRL A064) Algorithm Description Document (CDRL A069) Database Design Description (DBDD) (CDRL A119)		
2738	The C	Contractor shall deliver the test procedures prior to the start of each FQT event. (CDRL A044)		
2739 2740	The Contractor shall deliver the Software Operations and Maintenance documentation at the completion of each FQT event. (CDRL A065)			
2741	The C	Contractor shall document and deliver the Software Test Report after FQT. (CDRL A101)		
2742	The Contractor shall execute a Government chaired FQT TRR prior to each FQT event.			
2743 2744		Contractor shall include in the NGI Software Test Reports validation of conformance to the e coding standard in the NGI SDP.		
2745 2746		Contractor shall consult the CERT SCALe effort [Seacord 2010] for guidance if custom rare is being developed in the C programming language.		
2747 2748	The Contractor shall address in the NGI TEP any efforts necessary to tailor the secure coding standard to address the organization's testing processes.			
2749 2750	The Contractor shall address in the NGI TEP how the organization will embrace the secure coding standard such that the entire V&V team follows the standard.			
2751 2752		Contractor shall evaluate the tools used for the V&V effort for compliance with the secure g standard.		
2753 2754	The Contractor shall include in the NGI TEP any training needed by the V&V teams to support the secure coding standard.			
2755 2756		tware Independent Verification and Validation and Software Assurance (CLIN 0300; N 1300)		
2757 2758		Contractor shall support the Government Software IV&V program IAW the Government GMD vare IV&V Plan (GME-PLN-SIV&V-0007).		

2760	GMD SwAP.			
2761	5.1.4 Software Product Upgrades (CLIN 0300; CLIN 1300)			
2762 2763 2764	The Contractor shall design, develop, and deliver product upgrades to the NGI baseline to address defects identified and implement requirements and deliver associated documentation (CDRL A065 IAW the NGI SDP.			
2765 2766 2767	The Contractor shall support the NGI software upgrades and the accompanying Integrated Logistic Support (ILS) package (CDRL A024) as an upgrade to the operational capacity baseline as approve by the Government.			
2768	5.1.5 Software Infrastructure Support (CLIN 0300; CLIN 1300)			
2769 2770 2771				
2772	5.1.6 NG	I Software, Firmware, and Algorithm Installation, Maintenance (CLIN 0300; CLIN 1300)		
2773 2774	The Contractor shall deliver and maintain an NGI Software, Firmware, and Algorithm Installation Plan (CDRL A094) IAW MDA-QS-001-MAP.			
2775 2776				
2777 2778 2779 2780	necessary to perform regular updates of Government-approved security updates to the NGI, Components, and Subsystem software and firmware as well as supporting test and administrative			
2781	5.1.7 Software Security (CLIN 0300; CLIN 1300)			
2782 2783 2784	The Contractor shall secure the default configuration of the software and firmware IAW DoD best practices provided at the Defense Information Systems Agency (DISA) IA Support Environment (IASE).			
2785	5.1.8 Software Safety (CLIN 0300; CLIN 1300)			
2786 2787	The Contractor shall deliver, execute and maintain the NGI Software Safety Program Plan (SwSP) as an Appendix to the NGI SSPP (CDRL A033) IAW MIL-STD-882E and MDA-QS-001-MAP.			
2788 2789	The Contractor shall obtain written Government approval for identification and testing of software safety critical functions and requirements. (CDRL A033)			
2790	5.1.9 Software Resource Support (CLIN 0300; CLIN 1300)			
2791	The Contractor shall develop, deliver, and execute an NGI Software Resource Support (SRS) Plan.			
2792 2793 2794	The Contractor shall include in the NGI SRS Plan a detailed SRS process model (e.g. initial analysis CSCI development and test, system integration and test, transition, product logistics, and release schedule).			
2795	5.1.10	Software Resource Data Reporting (CLIN 0300; CLIN 1300)		
2796	The	Contractor shall submit NGI Software Resource Data Reports for each Software Configuration		

Item (SwCI) developed or modified. (CDRL A066)

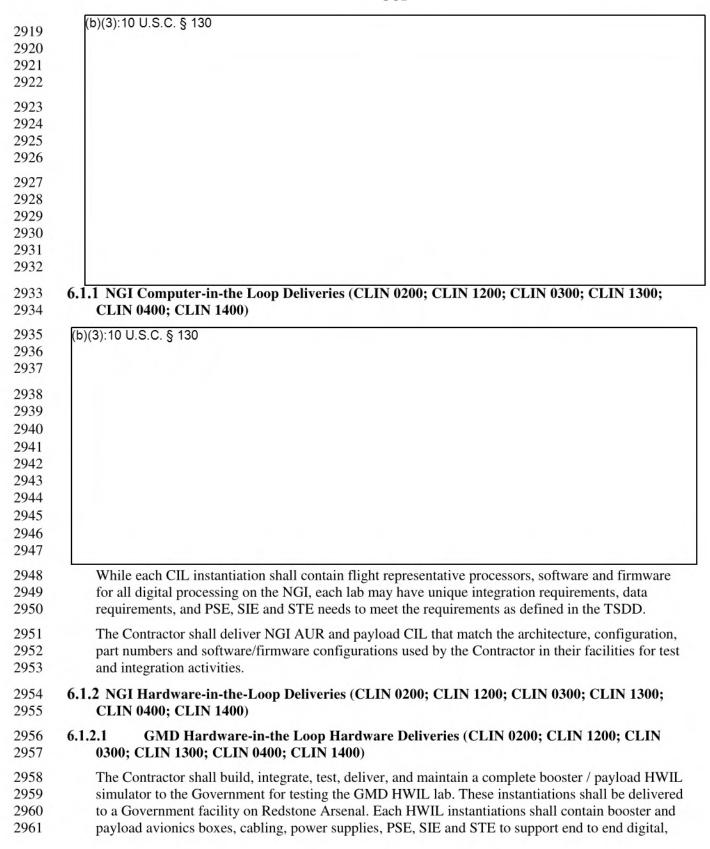
2797

2798 2799		The Contractor shall expand the Government-provided WBS, found in the CDSR Plan, J-12 attachment, to include in the CWBS the Configuration Items (CIs). (CDRL A114)
2800	5.2	Modeling & Simulation (CLIN 0300; CLIN 1300)
2801 2802		The Contractor shall develop, execute, maintain, and deliver NGI M&S Execution Plan (CDRL A152) IAW the MDA GMD M&S Plan (GME-PLN-M&S-0006).
2803 2804		The Contractor shall develop, deliver, maintain, and execute M&S to support development, analysis and testing IAW the NGI M&S Execution Plan. (CDRL A065)
2805 2806		The Contractor shall develop, maintain, deliver and execute architecture, design and functional documentation in digital engineering formats for all delivered M&S. (CDRL A065)
2807 2808		The Contractor shall develop and maintain linkages between M&S applications representing the NGI design and the NGI Requirements and NGI Systems Architecture Models which define that design.
2809 2810		The Contractor shall develop, deliver, maintain and execute high fidelity NGI M&S using wrapped tactical code that runs both real and non-real time as stand-alone models. (CDRL A065)
2811 2812 2813		The Contractor shall develop, deliver, maintain and execute a constructive digital model representation of the NGI system which is hardware agnostic in support of Digital MDS Assessment and Development Test events. (CDRL A065)
2814 2815		The Contractor shall develop, deliver and execute NGI M&S supporting Knowledge Point assessments to the Government IAW the NGI M&S Execution Plan. (CDRL A065)
2816 2817		The Contractor shall develop, deliver and execute NGI M&S supporting Government lethality assessments to the Government IAW the NGI M&S Execution Plan. (CDRL A065)
2818 2819 2820 2821 2822		The Contractor shall support updates to the Government's GMD System Simulation Capabilities Document (SSCD), GMD Simulation (GMDSim) IDD, the GMDSim Architecture Document, and the GMDSim simulation/test framework interface specifications for integration into the GMD system model to support Digital BMDS Assessment and Test events, ground test events and flight test events.
2823 2824 2825		The Contractor shall develop, deliver and execute NGI simulations (NGISim) (CDRL A065) IAW the GMD SSCD, GMDSim IDD, the GMDSim Architecture Document, the Objective Simulation Framework (OSF) Public IDD, and the GMDSim simulation/test framework interface specifications.
2826 2827		The Contractor shall develop, deliver and execute medium fidelity NGI M&S that runs both real and non-real time as stand-alone models. (CDRL A065)
2828 2829 2830		The Contractor shall develop, deliver and execute NGI software source code, executables, input data, output data, make files, ADDs, User's Manual and all artifacts required to compile the source code and execute M&S. (CDRL A065)
2831 2832		The Contractor shall develop and execute M&S software and hardware products in compliance with the RMF and MDA Cybersecurity Policy.
2833		The Contractor shall incorporate survivability functional testing into the M&S.
2834 2835 2836		The Contractor shall deliver a Modeling Assumptions and System Characteristics (MASC) document in a digital engineering format that contains parameters necessary for generation and update of an NGI AUR engagement simulation. (CDRL A063)

2837	5.2.1 Modeling and Simulation Verification and Validation (CLIN 0300; CLIN 1300)
2838 2839	The Contractor shall develop, deliver and execute an NGI M&S V&V Plan to satisfy M&S accreditation IAW the GMD M&S VV&A Plan. (CDRL A153)
2840 2841 2842	The Contractor shall provide technical expertise for planning and conducting NGI M&S V&V IAW the GMD M&S VV&A Plan and the MDA-QS-001-MAP verifying that M&S is developed according to design.
2843 2844 2845	The Contractor shall develop and deliver NGI M&S V&V reports (CDRL A159) and associated V&V data and analysis to satisfy M&S accreditation to the Government IAW the GMD M&S V&V Plan.
2846	5.3 Discrimination Development (CLIN 0300; CLIN 1300)
2847 2848 2849 2850 2851 2852 2853	Discrimination is the ability to ascertain lethal from non-lethal objects within a threat scene. The discrimination program for the MDS is run by the Directorate for Engineering within MDA who directs and assists in the development of discrimination capabilities for both terrestrial and space-based sensors to include those on intercept vehicles. Over the course of the NGI development, the Contractor shall work closely with Government and Federally Funded Research and Development Centers/University Affiliated Research Centers (FFRDC/UARC) discrimination entities to maximize their organic discrimination capabilities.
2854 2855	The Contractor shall provide technical expertise in development and execution of the GMD Discrimination Program and post data and recommendations to the Government IDDE.
2856 2857	The Contractor shall conduct trades and studies to comply with future threats and MDS requirements.
2858 2859	The Contractor shall develop and execute discrimination algorithms and software IAW the GMD SCG and DD254.
2860 2861	(b)(3):10 U.S.C. § 130
2862 2863	The Contractor shall deliver all discrimination algorithms, parameter files, and associated documentation to the Government associated with each software release. (CDRL A065)
2864 2865	6.0 Peculiar Support Equipment, Special Inspection Equipment and Special Test Equipment (CLIN 0400; 1400)
2866 2867	The Contractor shall deliver and maintain the NGI PSE, SIE, and STE Description Document (includes production tools and fixtures). (CDRL A042)
2868	The Contractor shall design the NGI PSE, SIE and STE IAW MIL-STD-882E.
2869 2870	The Contractor shall comply with Title 47 CFR15 "Code of Federal Regulations, Title 47, Federal Communications Commission Part 15, Radio Frequency Devices".
2871 2872	The Contractor shall deliver NGI PSE, SIE, and STE Engineering Drawings and Associated Lists. (CDRL A055)
2873 2874	The Contractor shall ensure NGI PSE, SIE, and STE revisions and upgrades remain compatible to all NGI, software, and firmware configurations for the purpose of reverse flow testing.
2875 2876	The Contractor shall deliver NGI PSE, SIE and STE certification and re-certification reports that include design margin assessments prior to using the equipment. (CDRL A071)

2877 2878 2879 2880 2881 2882 2883	The Contractor shall propose to the Government test set configurations and maintain all STE required to support the test sets. The Contractor shall include: Remote support to assist in diagnosing test set problems via email, telephone, and video conferencing; On-site support to perform troubleshooting, fault isolation, part removal and installation, and repair verification testing; Repair/replacement services for critical non-commercial-off-the-shelf (non-COTS) items not contained in the spare inventory; Support for the loading of new flight software, flight firmware, and simulation software when a new build is required by the Government to be installed.	
2884 2885 2886	The Contractor shall have the required accuracy and precision for all production, manufacturing, and test equipment to determine conformance to design, performance, and process characteristics during its use IAW MDA-QS-001-MAP, including Subcontractors' and suppliers' equipment.	
2887 2888	The Contractor shall execute and maintain an equipment calibration system IAW MDA-QS-001-MAP.	
2889 2890	The Contractor shall deliver associated PSE, SIE and STE to support the execution of the flight tests as documented in the GMD ITP.	
2891 2892	The Contractor shall provide software and IA updates to the NGI CIL products to maintain congruence with future flight test and deployed configurations.	
2893 2894 2895 2896	The Contractor shall develop and maintain an NGI HSFUM that documents all PSE, SIE and STE and all program deliverables (hardware, software, firmware, software) with associated need dates. This includes test and production articles, spares, PSE, SIE, STE, test sets, SRP assets, items for the Development Labs, algorithms, models, simulations, source code, executables, etc. (CDRL A080)	
2897	The Contractor shall deliver all items IAW Government-approved need dates.	
2898 2899 2900	The Contractor shall deliver analysis to clearly demonstrate that the increased cycle times and op tempos of the labs and test assets have been comprehended in the recommended parts and spares quantities.	
2901 2902	The Contractor shall perform development and fabrication of the PSE, SIE and STE, to include upgrades to and obsolescence replacements of existing equipment.	
2903	6.1 Equipment for Test Laboratories (CLIN 0400; CLIN 1400)	
2904 2905	The GMD program utilizes numerous HWIL and CIL laboratories to support GMD and MDS level integration and testing events.	
2906 2907 2908 2909 2910 2911 2912	The Contractor shall deliver flight representative hardware and software products to these labs to facilitate these GMD activities. (b)(3):10 U.S.C. § 130	
2913 2914 2915		
2915 2916 2917 2918		

CUI



CUI

- electrical, and mechanical interface verification and test as well as support integration activities with the broader GMD components to include GS and communication nodes.
- The Contractor shall deliver NGI AUR HWIL that matches the architecture, configuration, part numbers and software/firmware configurations used by the Contractor in their facilities for test and integration activities.

2967 6.1.2.2 NGI Development Lab Hardware Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; 2968 CLIN 1300; CLIN 0400; CLIN 1400)

- The Contractor shall build, deliver, integrate, test, and maintain a payload HWIL configuration to the Government for integration in the NDL. This HWIL shall include a flight representative sensor(s) for integration in the NGI space chamber, as well as all flight representative GN&C and communication avionics, software, firmware and PSE, SIE and STE. This architecture will support open loop and closed loop, photons-in, sensor testing from payload separation through intercept.
- The Contractor shall deliver breakout boxes and specialized UUT cables required for the laboratory spread UUT testing environment.
- The Contractor shall deliver the payload HWIL that match the architecture, configuration, part numbers and software/firmware configurations used by the Contractor in their facilities for test and integration activities.

2979

2980

2996

6.1.2.3 NGI Development Lab Seeker Open Loop Performance Testing (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; CLIN 1400)

- The Contractor shall support the Government's assessment of seeker technology maturity and performance, at the Government NDL in Building 5400 on Redstone Arsenal. Testing will provide Government insight into key sensor performance characteristics to include sensitivity, characterization, calibration, FOV, etc. and provide Government confidence in delivered Contractor performance models.
- The Contractor shall deliver a prototype sensor system, including all software and firmware, TDPs,
 PSE, SIE and STE and other unique hardware to conduct early open loop sensor characterization and
 performance testing at the NGI space chamber architecture.

2989 6.1.2.4 NGI Development Lab Sensor Closed loop testing (CLIN 0200; CLIN 1200; CLIN 2990 0300; CLIN 1300; CLIN 0400; CLIN 1400)

With sufficient integration lead time to support the first flight test data collection requirements, the Contractor shall deliver flight representative payload hardware (in a spread HWIL configuration including a vacuum rated seeker system, GN&C system, communication system and TM system), SW (including all software and firmware), TDPs, PSE, SIE and STE and other unique hardware to conduct closed loop, payload performance testing in the NDL space chamber architecture.

7.0 Other Direct Costs & Travel (CLIN 0500; CLIN 1500)

- The Contractor shall report EVM data, at the appropriate WBS level, to provide the Government visibility to ODCs and Travel costs.
- 2999 The Contractor shall limit personnel travelling to only those necessary complete an assignment.
- The Contractor shall use video teleconferencing, whenever possible, to reduce travel costs.
- The Contractor shall coordinate schedules and reduce number of rental cars required when traveling to the same destination.

CIT

3003	8.0 Contractor Acquired Property (CLIN 9001)
3004	The Contractor shall use the Not Separately Priced (NSP) CLIN 9001 to deliver Contractor Acquired
3005	Property (CAP, when CAP is identified to be in excess of \$250,000, or at any other time directed by
3006	the PCO (CDRL A116).
3007	The Contractor shall deliver CAP in Wide Area Workflow (WAWF), supplying the minimum data
3008	elements applicable for each asset delivered ((Item Description, National Stock Number, Serial
3009	Number, Quantity, unit of Measure, Acquisition Date or Date Placed in Service, Unit Acquisition
3010	Cost, Manufacturer's Name, Manufacturer's CAGE Code, Manufacturer's Part Number, Year of
3011	Manufacture, Model Number, Unique Item Identifier as registered in the IUID Registry,
3012	Classification of Property).
3013	

9.0 Compliance and Reference Documents

Contract Compliance and Reference Documents are listed in Below Tables. "Reference Documents" are provided for information only.

The documents listed in Table 9.1: Compliance Documents and Table 9.2: Reference Documents are cited within the SOW text and form a part of this document to the extent specified herein. Documents cited within the reference shall be used as cited in the reference (i.e., requirement or guidance). For dated documents, only the cited revision applies. For undated documents, the latest revision of the reference document (including amendments), applicable at the time of contract award, applies unless a specific exemption has been obtained. Where SOW requirement text does not indicate specific document revision the revision annotated in this list is applicable.

9.1 Compliance Documents

3014 3015

3016

3017

3018

3019

3020

3021

3022

	External Compliance Documents			
#	Doc #	Title	Date	
1	Pollution Prevention Act of 1990 42 U.S.C. §13101 et seq. (1990)	Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Section 312 (Emergency Planning and Response) and Section 313 (Toxic Release	1000	
1	Emergency Planning and Community Right to Know Act of 1986	Inventory) of the Emergency Planning and Community Right to Know Act of 1986, regulations (40 C.F.R. 355 and 372.65); and hazard communication requirements of 29 CFR 1910.1200	1990	
2	Title 29 Code of Federal Regulations	Code of Federal Regulations, Title 29, Occupational Safety and Health Standards – Hazard Communications (Part 1910)	1-Jul-98	
3	42 U.S.C. 4321 et seq	National Environmental Policy Act	1-Jan-70	
4	DoDI 8510.01 Change 2	Risk Management Framework for DoD Information Technology (IT)	28-Jul-17	
5	DoDI 8500.01 Change 1	Cybersecurity	7-Oct-19	
6	DoDI 3150.09 Change 2	The Chemical, Biological, Radiological, and Nuclear (CBRN) Survivability Policy	31-Aug-18	
7	DoDI 4650.01 Change 1	Policy and Procedures for Management and Use of the Electromagnetic Spectrum	17-Oct-17	

		External Compliance Documents	
#	Doc #	Title	Date
8	MIL-HDBK-1512	Electroexplosive Subsystems, Electrically Initiated, Design Requirements and Test Methods	30-Sep-97
9	DoDM 4160.28, Vol. 1 Change 3	Defense Demilitarization: Program Administration	15-Jul-19
10	DoDM 4160.28, Vol. 2 Change 3	Defense Demilitarization: Demilitarization Coding	9-Aug-19
11	DoDM 4160.28, Vol. 3 Change 2	Defense Demilitarization: Procedural Guidance	21-Aug-18
12	DoDM 5200.01, Vol. 1 Change 1	DoD Information Security Program: Overview, Classification, And Declassification	4-May-18
13	DoDM 5200.01, Vol. 2 Change 3	DoD Information Security Program: Marking Of Information	14-May-19
14	DoDM 5200.01, Vol. 3 Change 2	DoD Information Security Program: Protection Of Classified Information	19-Mar-13
15	DoDM 5200.01, Vol.4 Change 1	DoD Information Security Program: Controlled Unclassified Information (CUI)	9-May-18
16	DD Form 1494	Frequency Allocation Application	Current
17	DFARS 252.227-7013	Rights in Technical DataNoncommercial Items.	Feb-14
18	DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.	Feb-14
19	DFARS 252.234-7001	Notice of Earned Value Management System.	Apr-08
20	DFARS 252.234-7002	Earned Value Management System.	May-11
21	DFARS 252.245-7004	Reporting, Reutilization, and Disposal.	Dec-17
22	FAR 52.245-1	Government Property	Jan-17
23	TB 700-2/NAVSEAINST 8020.CTO 11A-1-47	Department of Defense Ammunition and Explosives Hazard Classification Procedures	30-Jul-12
24	AFSPCMAN 91-710V1	Range Safety User Requirements Manual Volume 1 - Air Force Space Command Range Safety Policies and Procedures	4-Oct-19
146	AFSPCMAN 91-710V2	Range Safety User Requirements Manual Volume 2 - Flight Safety Requirements	13-Jul-17

	External Compliance Documents			
#	Doc #	Title	Date	
147	AFSPCMAN 91-710V3	Range Safety User Requirements Manual Volume 3 - Launch Vehicles, Payloads, and Ground Support Systems Requirements	15-May-19	
148	AFSPCMAN 91-710V4	Range Safety User Requirements Manual Volume 4 - Airborne Flight Safety System Design, Test, and Documentation Requirements	20-Nov-17	
149	AFSPCMAN 91-710V5	Range Safety User Requirements Manual Volume 5 - Facilities and Structures	23-Feb-18	
150	AFSPCMAN 91-710V6	Range Safety User Requirements Manual Volume 6 - Ground and Launch Personnel, Equipment, Systems, and Materiel Operations Safety Requirements	13-May-19	
151	AFSPCMAN 91-710V7	Range Safety User Requirements Manual Volume 7 - Glossary of References, abbreviations, and acronyms, and Terms	23-Feb-18	
25	Range Commander's Council (RCC) 319-19	FLIGHT TERMINATION SYSTEMS COMMONALITY STANDARD	Jun-19	
26	Range Commander's Council (RCC) 324-11	GLOBAL POSITIONING AND INERTIAL MEASUREMENTS RANGE SAFETY TRACKING SYSTEMS COMMONALITY STANDARD	Feb-11	
27	DA PAM 385-11	Department of the Army Guidelines for Safety Color Codes, Signs, Tags, and Markings	25-Jun-13	
28	ACGIH-ISBN 978-607261-05-6	American Conference of Government Industrial Hygienists (ACGIH) Threshold Limit Values and Biological Exposure Indices	2019	
29	SAE AMS-STD-595-A	Colors Used in Government Procurement	10-Feb-17	
30	EIA-748-D	Earned Value Management Systems	8-Jan-19	
31	AOP-39 (Editions 3)	Appendix L: Guidance on the assessment and Development of Insensitive Munitions	Mar-10	
32	CNSS TEMPEST 01-02	Committee on National Security Systems (CNSS) Advisory Memorandum TEMPEST 01-02 "Non-Stop Evaluation Standard"	Oct-02	
33	CNSSI 1253	Committee on National Security Systems Instruction (CNSSI) Security Categorization and Control Selection for National Security Systems	27-Mar-14	

	External Compliance Documents			
#	Doc #	Title	Date	
34	GEIA-STD-0007C	Logistics Product Data	6-Nov-19	
35	IEEE 12207-2017	ISO/IEC/IEEE International Standard - Systems and software engineering Software life cycle processes	15-Nov-17	
36	MIL-STD-130N w/CHANGE 1	Identification Marking of U.S. Military Property	16-Nov-12	
37	MIL-STD-1472G w/CHANGE 1	Design Criteria Standard: Human Engineering	17-Jan-19	
38	N/A	NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management	Sep-17	
39	MIL-STD-1766C	Nuclear Hardness and Survivability Program Requirements for ICBM Weapon Systems	17-Jan-17	
40	MIL-STD-188-125-1	High-Altitude Electromagnetic Pulse (HEMP) Protection for Ground-Based C41 Facilities Performing Critical, Time-Urgent Missions Part 1 Fixed Facilities	7-Apr-05	
41	MIL-STD-2105D	DOD Test Method Standard for Hazard Assessment tests for Non-Nuclear Munitions	19-Apr-11	
42	N/A	Technology Readiness Assessment (TRA) Deskbook	1-Jul-09	
43	MIL-STD-464C	Electromagnetic Environmental Effects Requirements for Systems	1-Dec-10	
44	MIL-STD-882E	Department of Defense Standard Practice System Safety	11-May-12	
45	SAE AS9102B	Aerospace First Article Inspection Requirement	6-Oct-14	
46	MIL-HDBK-727	Design Guidance for Producibility	13-Feb-90	
47	NAVSO P-3687	Producibility System Guideline	Dec-99	
48	AS9146	Foreign Object Damage Prevention Program – Requirements for Aviation, Space, and Defense Organizations	26-Apr-17	
49	N/A	Memorandum of Understanding (MOU) "Federal Leadership in High Performance and Sustainable Buildings	Jan-06	
50	DI-PSSS-81872A	Level of Repair Analysis (LORA) Report	22-Jul-14	

	External Compliance Documents			
#	Doc#	Title	Date	
51	ANSI Z535.4	American National Standards Institute Product Safety Signs and Labels	15-Sep-11	
52	NTIA Red Book	NTIA Manual of Regulations and Procedures for Radio Frequency Management	Sep-17	
53	NIST SP 800-53 Revision 4	Security and Privacy Controls for Federal Information Systems and Organizations	22-Jan-15	
54	NAS 411	Hazardous Materials Management Program	20-Sep-13	
55	Title 47 CFR15	Code of Federal Regulations, Title 47, Federal Communications Commission Part 15, Radio Frequency Devices	Current	
56	NIST 500-155	Management of Software Re-use	1-Apr-88	
57	NIST SP 800-181	National Initiative for Cybersecurity Education (NICE) Cybersecurity Workforce Framework	7-Aug-17	
130	N/A	DoD CPI Horizontal Protection Guidance (HPG), Version 1.0	Aug-18	
131	DoD Manual S-5230.28	International Transfer Guidance (ITG) for Low Observable (LO) and Counter Low Observable (CLO) Technologies and Systems		
133	DoDI 5200.39 Change 2	Critical Program Information (CPI) Protection within the Department of Defense	15-Oct-18	
134	DoDI 5200.44 Change 3	Protection of Mission Critical Functions to Achieve Trusted Systems and Networks (TSN)	15-Oct-18	
135	DoD 5200.1-M	Acquisition Systems Protection Program	16-Mar-94	
140	DoDI 5000.02 Change 5	Operation of the Defense Acquisition System	21-Oct-19	
141	N/A	DoD Anti-Tamper (AT) Technical Implementation Guide (TIG), Version 1.0	Nov-16	
152	MIL-STD-461G	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment	11-Dec-15	
153	SAE TA-STD-0017	Product Support Analysis	16-Apr-14	
154	DoDD 8140.01 Change 1	Cyberspace Workforce Management	21-Jul-17	
155	DoD 8570.01-M Change 4	Information Assurance Workforce Improvement Program	10-Nov-15	

	External Compliance Documents			
#	Doc #	Title	Date	
156	N/A	DoD Enterprise DevSecOps Reference Design	12-Aug-19	
157	DI-MGMT-81861A	Integrated Program Management Report	16-Sep-15	
158	N/A	Guidance for Addressing Malicious Code Risk	10-Sep-07	
159	DD 254	Department of Defense Contract Security Classification Specification	Current	
160	NIST SP 800-160 Vol. 2	Developing Cyber Resilient Systems: A Systems Security Engineering Approach	27-Nov-19	
161	NIST SP 800-55 Revision 1	Performance Measurement Guide for Information Security	Jul-08	
162	10 U.S.C. Ch. 141 Section 2389	Ensuring Safety Regarding Insensitive Munitions	Current	
163	SAE AS6500	Manufacturing Management Program	13-Nov-14	
164	AIAA S-120A-2015	Mass Properties Control for Space Systems	2015	
165	MIL-STD-2169C	High Altitude Electromagnetic Pulse (HEMP) Environment	30-Sep-12	
166	MIL-STD-188-125-2	High Altitude Electromagnetic Pulse (HEMP) Protection for Ground-Based C4I Facilities Performing Critical, Time-Urgent Missions		
167	42 U.S.C. §11001 et seq. (1986)	Planning and Community Right-to-Know Act	8-Jun-05	
168	NIST SP 800-171 Revision 2	Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations	Feb-20	
171	MIL-HDBK-423	High-Altitude Electromagnetic Pulse (HEMP) Protection for Fixed and Transportable Ground - Based C4 1 Facilities - Volume 1 - Fixed Facilities	19-Nov-19	
172	USSTRATCOM Instruction SI-501-2	Operations, Planning, and Command Control Survivability Certification	30-Jul-16	
173	E.O. 13834	Efficient Federal Operations	17-May-18	
174	Reserved	Reserved	N/A	
175	DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec-19	
176	FAR Part 45	Government Property	Current	
177	DFARS Part 245	Government Property	Current	

	External Compliance Documents			
#	Doc #	Title	Date	
178	DoDI 5000.64 Change 3	Accountability and Management of DoD Equipment and Other Accountable Property	Jun-19	
179	ISO/IEC 19514:2017	Information Technology – Object Management Group Systems Modelling Language (OMG SYSML)	Mar-17	
180	ISO/IEC 19513:2017	Information Technology – Object Management Group Unified Profile for DODAF and MODAF (UPDM), 2.1.1	Oct-18	
183	DoD 5220.22-M Change 2	National Industrial Security Program Operating Manual	18-May-16	
184	DoDI 4140.67 Change 2	DoD Counterfeit protection Policy	31-Aug-18	
185	CNSSI 1254	Risk Management Framework Documentation, Data Element Standards, and Reciprocity Process for National Security Systems	Aug-16	
186	FIPS PUB 199	Standards for Security Categorization of Federal Information and Information Systems	Feb-04	
187	NIST SP 800-30 Revision 1	Guide for Conducting Risk Assessments	17-Sep-12	
188	NIST SP 800-37 Revision 2	Risk Management Framework for Information Systems and Organizations: A System Life Cycle Approach for Security and Privacy	20-Dec-18	
189	NIST SP 800-39	Managing Information Security Risk: Organization, Mission, and Information System View	1-Mar-11	
190	NIST SP 800-53A Revision 4	Assessing Security and Privacy Controls in Federal Information Systems and Organizations: Building Effective Assessment Plans	18-Dec-14	
191	NIST SP 800-137	Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations	30-Sep-11	
192	NIST SP 800-60 Volume I Revision 1	Guide for Mapping Types of Information Systems to Security Categories	1-Aug-08	
193	NIST SP 800-60 Volume II Revision 1	Appendices to Guide for Mapping Types of Information and Information Systems to Security Categories	1-Aug-08	

	MDA Compliance Documents			
#	Doc#	Title	Date	
58	MDA-STD-001A	The High Altitude Exo-atmospheric Nuclear Survivability (HAENS) Standard	24-Oct-07	
60	GMD Policy Memorandum 47	Launch Hazard Zone Access Policy	17-Jun-11	
61	MDA Instruction 5004.01-INS	Integrated Baseline Reviews	5-Feb-16	
62	MDA Directive 3000.11	Test Policy	30-Nov-18	
63	MDA Directive 5000.15	Ballistic Missile Defense System Requirements Traceability Process	2-Jul-18	
64	MDA Directive 5200.01	Security Policy	9-Jul-18	
65	MDA Directive 6055.05	Failure Investigations	22-Nov-17	
66	MDA Directive 4700.01	Environmental Management Program	18-Jun-19	
67	MDA Instruction 4700.03-INS	Sustainable Acquisition	17-Apr-19	
68	Tailored MDA Instruction 5000.20-INS	Engineering Technical Review Process Entrance and Exit Criteria (E/E) for NGI	17-Jan-20	
69	MDA Instruction 5000.21-INS	Unverified and Non-Repeatable Failure (UVF/NRF) Process	6-Jan-16	
70	MDA Instruction 5010.24-INS	Performing an Engineering Manufacturing Readiness Level Assessment	2-Feb-17	
71	MDA Instruction 8360.01-INS	Ballistic Missile Defense System Test Event Certification	30-Jul-18	
72	MDA Policy Memorandum #22	Parts, Materials, and Processes Board – Additional Requirements for Plastic Encapsulated Microcircuits with Copper Wire Bonds	15-Jul-19	
73	MDA Policy Memorandum #73	Quality, Safety, and Mission Assurance Directorate Access Authority	27-Apr-18	
74	(b)(4)	(b)(4)	(b)(4)	
75	MDA Policy Memorandum #86	Parts, Materials, and Processes Requirements Verification	1-Sep-17	
76	MDA-QS-001-MAP-Rev C	MDA Assurance Provisions (MAP) Rev C	1-Oct-19	
77	MDA-QS-003-PMAP-REV-C	MDA Parts, Materials, and Processes Mission Assurance Plan	1-Oct-19	
78	QS-SOP-06	Missile Defense Agency Quality, Safety, and Mission Assurance Technical Assessment Program Standard Operating Procedure	11-Oct-19	
81	QS-INST-10	MDA Core Metrics Guidebook Master	29-Jul- 19	

MDA Compliance Documents			
#	Doc#	Title	Date
83	MDA 8540.01-INS	Network Connection Approval Process	31-Jan-19
84	DT-102	Ballistic Missile Defense System Cybersecurity Test Concept of Operations	19-Mar-19
85	MDA Manual 3500.01-M	BMDS Change Management Process	27-Nov-17
86	MDA Directive 5000.17	BMDS Operational Capacity Baseline Procedures	3-Jan-18
87	MDA Instruction 5200.05-INS	Anti-Tamper Policy	22-Jan-19
88	MDA Directive 5200.08	Program Protection Within the Missile Defense Agency	24-Jan-18
89	MDA Manual 5200.08-M	Procedure For Protection Of Critical Program Information, Mission Critical Functions, And Critical Components Within The Missile Defense Agency	1-May-19
114	MDA 8430.01-INS	Software Engineering	8-Jan-19
115	19-MDA-10112	MDA Software Assurance Overlay	19-Jul-19
118	MDA Directive 3000.10	Ballistic Missile Defense System Flight Test Concept of Operations	20-Jun-19
119	MDA Instruction 3000.07-INS	Ballistic Missile Defense System Ground Test Concept of Operations	17-Oct-19
121	MDA 5000.20-INS	Engineering Technical Review Process	27-Jul-15
169	N/A	Missile Defense Agency HALT / HASS HANDBOOK	25-Sep-15
181	N/A	Missile Defense Agency (MDA) Cyber Incident Response Plan	5-Feb-19
194	MDA Policy Memorandum #16	Software Assurance Requirements	22-Mar-19
195	GM-INS-TR-0083	Technical Review Process Instruction For Ground-Based Midcourse Defense	14-Feb-20

3024

3025

		GMD Compliance Documents	
#	Doc#	Title	Date
90	MIS-61833-Rev D03	GMD Ground Systems (GS) to AUR ICS	11-Mar-20

GMD Compliance Documents			
#	Doc#	Title	Date
91	MIS-61834-Rev A	GMD NGI All Up Round (AUR) Performance Specification (GMD NGI AUR PS)	23-Nov-20
92	GM-PLN-PMP-0004 REV.A	MDA GMD Program Management Plan	17-Oct-19
93	GME-TAI-RFIT-0089	Tailored Hardware Qualification and Test Requirements for the MDA Ground Based Future Interceptor	22-Jan-20
94	13743482-Rev A	MDA GMD Closeout Photography Program Plan	16-Sep-19
95	GMD IMP v18Oct2019	Ground-Based Midcourse Defense Integrated Master Plan v 18Oct2019	18-Oct-19
96	GMD ITP v2.1	GMD Integrated Test Plan	13-Jan-20
97	GME-PLN-CMP-0002J	MDA GMD Configuration Management Plan	23-Sep-19
98	GME-PLN-M&S-0006-Rev-A	MDA GMD Modeling and Simulation (M&S) Plan	14-Nov-19
99	GME-PLN-MSVVA-0012	MDA GMD Modeling and Simulation (M&S) Verification, Validation, and Accreditation Plan	18-Oct-19
100	MDA-GME-PLN-PAP-0005, Rev A	MDA GMD Program Analysis Plan	10-Oct-19
101	GME-PLN-PSAPP-0009, Rev A	MDA GMD Program Software Acquisition Process Plan (PSAPP)	3-Oct-19
102	GME-PLN-RMP-0003, Rev B	MDA GMD Risk, Issues, and Opportunities Management Plan	10-Sep-19
103	GME-PLN-SDP-0010, Rev A	MDA GMD Software Engineering Plan (SWEP)	3-Oct-19
104	GM-E-PLN-SEP-0001-Rev-A	MDA GMD Systems Engineering Plan	2020
105	GME-PLN-SIP-0011, Rev A	MDA GMD Systems Integration Plan	22-Oct-19
106	GME-PLN-SIV&V-0007, Rev A	GMD Software Independent Verification and Validation (SIV&V) Plan	3-Oct-19
107	GMD-PLN-SwAP-0008, Rev A	GMD Software Assurance Plan	3-Oct-19
108	GME-PLN-VP-0004, Rev A	GMD Verification Plan	18-Oct-19
109	GM-PLAN-00102-1-Rev B	GMD Quality and Mission Assurance Program Plan	16-Sep-19
110	GM-PLAN-00103-1-Rev B	GMD System Safety Management Plan	18-Sep-19
111	GM-PLAN-00201-1 Rev A	GMD Hardware Delivery Process	18-Sep-19

GMD Compliance Documents				
#	Doc #	Title	Date	
112	GM-REQ-00200-2, Rev New	MDA-QS-001-MAP-REV C Requirements Applicability Matrix (RAM)	16-Sep-19	
113	N/A	Interim Program Protection Plan (PPP) GMD Program	16-Jan-20	
116	N/A	GMD Security Classification Guide- CH 4	26 Aug 19	
117	N/A	GMD Cyberspace Strategy Version 2.0	26-Sep-19	
120	N/A	L-11 Developmental Evaluation Framework Matrix	22-Oct-19	
122	N/A	Life-Cycle Sustainment Plan Outline Version 2.0	19-Jan-17	
124	N/A	Ground-Based Midcourse Defense Fielding Instruction Revision 1	13-Sep-19	
142	MDA-GMD-AUR-CEIP- 13743484	All Up Round (AUR) Cybersecurity Engineering Implementation Plan (CEIP)	2-Apr-19	
143	N/A	GMD Cybersecurity Test Plan	14-Nov-18	
144	MDA-GM-E-M&S-105-A	System Simulation Capabilities Document (SSCD)	24-Feb-17	
145	MDA-GM-E-M&S-104-A	Modeling & Simulation GMD Simulation (GMDSim) Interface Design Description	24-Feb-17	
182	D743-25523-2	Modelling and Simulation (M&S) GMD Simulation (GMDSim) System Architecture Document	10-Aug-15	

9.2 Reference Documents

3027 3028

External Reference Documents				
#	Doc#	Title	Date	
2	ISO/IEC 21827	Systems Security Engineering – Capability Maturity Model, SSE-CMM ®	Oct-08	
14	AS 1390	Level of Repair Analysis	Apr-14	
15	MIL-HDBK-1390	Level of Repair Analysis	Jan-15	
17	EWR 127-1	Eastern and Western Range (EWR) Safety Requirements, Safety Policies, & Processes	1999	
19	N/A	DoD Policy Memorandum for Independent Technical Risk Assessments for Major Defense Acquisition Programs	3-Dec-18	
78	N/A	Cybersecurity for Energy Delivery Systems Peer Review (Seacord 2010)	(20-22)-Jul-10	
79	N/A	Application Security And Development (ASD) Security Technical Implementation Guide (STIG) Overview	25-Jan-19	
81	N/A	Defense Acquisition Guidebook (DAG), Chapter 9, "Program Protection"	2-Nov-17	
82	N/A	Safe Array Compartment Security Classification Guide	11-Jul-05	
83	N/A	Anti-Tamper Security Classification Guide	19-May-14	
84	GEIA-HB-0007B	Logistics Product Data Handbook	10-Feb-14	
85	TA-HB-0007-1	Logistics Product Data Reports Handbook	1-May-13	
89	N/A	Integrated Product Support (IPS) Elements Guidebook	31-Jul-19	
90	N/A	DoD Logistics Assessment Guidebook	2011	
92	N/A	DoD Cybersecurity Test and Evaluation Guidebook	25-Apr-18	
107	MIL-STD-2073-1E w/CHANGE	DoD Standard Practice for Military Packaging	20-Nov-18	

MDA Reference Documents				
#	Doc#	Title	Date	
25	IMTP 20.1	MDA Integrated Master Test Plan (IMTP)	7-Jan-19	
29	MDA Manual 3000.05-M	BMDS Flight Test Failure Initial Response Process	11-May-18	
30	MDA Manual 3000.02-M	BMDS Asset Management	12-Dec-16	
31	MDA Directive 3000.02	BMDS Asset Management	16-Dec-16	
32	MDA Instruction 8200.01-INS	Ground-Based Midcourse Defense Site Leadership And Coordination	15-May-14	
37	MDA Instruction 5210.01-INS	Physical Security Program	9-Jan-19	
158	N/A	MDA Insensitive Munitions Strategic Plan	Feb-18	
159	N/A	Anti-Tamper Plan Template Version 4.0	1-Dec-16	

3030

GMD Reference Documents				
#	Doc#	Title	Date	
38	GMD-IDEI-PLN-0059	Ground-Based Midcourse Defense (GMD) Integrated Digital Environment (IDE) Manual	Draft	
46	TBD	Next Generation Interceptor (NGI) Development Lab Test OPSCON	Draft	
74	N/A	GMD Increment X Operations Concept	18-Oct-19	
76	TBD	NGI Development Lab (NDL) Test Operations Concept	Draft	

3032 Acronym List

Acronym	Definition
ACA	Associate Contractor Agreements
ACWP	Actual Cost of Work Performed
ADD	Algorithm Description Document
ADD	Architecture Description Document
ADPML	As-Designed Products and Materials List
AEP	Analysis Execution Plan
AFSPCMAN	Air Force Space Command Manual
AIPT	Assessment Integrated Product Team
AM	Additive Manufacturing
AO	Authorizing Official
API	Application Programming Interface
ARC	Advanced Research Center
ASIC	Application Specific Integrated Circuits
AT	Anti-Tamper
ATC	Authority to Connect
ATO	Authorization to Operate
AUR	All Up Round
BAC	Budget at Completion
BCWP	Budgeted Cost of Work Performed
BCWS	Budgeted Cost of Work Scheduled
BDR	BMDS Discrepancy Report
BIT	Built in Test
BMDS	Ballistic Missile Defense Systems
C&A	Certification and Accreditation
C&R	Circumvention and Recovery
C2BMC	Command and Control, Battle Management, and Communications
CAB	Corrective Action Board
CAP	Contractor Acquired Property
CCA	Circuit Card Assembly
CCI	Control Correlation Identifier
CDI	Covered Defense Information
CDI	Cumulative Damage Index
CDP	Certification Data Package

CDR	Critical Design Review
CDRL	Contract Deliverable Requirements List
CDT	Countdown Training
CEIP	Cybersecurity Engineering Implementation Plan
CFSR	Contract Funds Status Report
CI	Configuration Item
CIDS	Critical Item Development Specification
CIL	Computer-in-the-loop Laboratory
CIP	Cybersecurity Implementation Plan
CLIN	Contract Line Item Number
CLO	Counter Low Observable
CM	Configuration Management
CM	Current Month
CMEP	Configuration Management Execution Plan
CMMI	Capability Maturity Model Integration
CMP	Configuration Management Plan
CM	Current Month
CNSS	Committee on National Security Systems
CNSSI	Committee on National Security Systems Instruction
COMSEC	Communication Security
CONOPS	Concept of Operations
COP	Common Operating Picture
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-off-the-Shelf
CPI	Critical Program Information
CR	Change Request
CSA	Configuration Status Accounting
CSDR	Cost and Software Data Reporting
CT	Critical Technology
CTE	Critical Technology Element
CUI	Controlled Unclassified Information
CUM	Cumulative
CWBS	Contract Work Breakdown Structure
CWG	Common Cost Model Cost Working Group

CIII

DBDD	Database Design Description	
DDESB	Department of Defense Explosives Safety Board	
DEF	Developmental Evaluation Framework	
DevSecOps	Development, Security and Operations	
DFARS	Defense Federal Acquisition Regulation Supplement	
DISA	Defense Information Systems Agency	
DMEA	Defense Microelectronics Activity	
DMS	Diminishing Manufacturing Sources	
DMSMS	Diminishing Manufacturing Sources and Material Shortages	
DoD	Department of Defense	
DOORS®	Dynamic Object-Oriented Requirements System	
DR/COOP	Disaster Recovery/Continuity of Operations Plan	
DSPMT	Digital System Pre-Mission Test	
DSS	Defense Security Service	
DT	Developmental Test	
DTRA	Defense Threat Reduction Agency	
E3	Electromagnetic Environmental Effects	
EAC	Estimate at Completion	
ECP	Engineering Change Proposals	
EIA	Electronic Industries Alliance	
EKV	Exo-atmospheric Kill Vehicle	
EMRL	Engineering and Manufacturing Readiness Level	
EOL	End of Life	
ERR	Engineering Release Records	
ESD	Electrostatic Discharge	
ESH	Environment, Safety, and Health	
ESOH	Environment, Safety, and Occupational Health	
ESS	Environmental Stress Screening	
ETC	Estimate to Complete	
ETM	Electronic Operator and Maintenance Technical Manuals	
ETR	Engineering Technical Review	
EVM	Earned Value Management	
EVMS	Earned Value Management System	
EWS	Engineering Web Services	
FAIT	First Article Inspection and Test	



CH

FCA	Functional Configuration Audit
FEA	Finite Element Analysis
FGA	Fort Greely, Alaska
FHC	Final Hazard Classification
FMECA	Failure Modes Effects and Criticality Analysis
FOD	Foreign Object Debris
FPRT	Failure Prevention and Review Team
FQT	Formal Qualification Test
FRACAS	Failure Reporting Analysis and Corrective Action System
FRB	Failure Review Board
FT	Flight Test
FTE	First-to-Expire
GBI	Ground-based Interceptor
GFP	Government Furnished Property
GFx	Government Furnished x (Information, Facilities, Services, Equipment, etc.)
GHDP	GMD Hardware Delivery Process
GIDEP	Government Industry Data Exchange Program
GMD	Ground-based Midcourse Defense
GMDSim	GMD Simulation
GMSL	GMD Model and Simulation Lab
GN&C	Guidance, Navigation and Control
GP	Government Property
GS	Ground Systems
GSE	Ground Support Equipment
GSS	Ground Support System
GT	Ground Test
GTD	Distributed Ground Test
GTI	Ground Test Integrated
HAENS	High Altitude Exo-Atmospheric Nuclear Survivability
HALT	Highly Accelerated Life Test
HAR	Hardware Acceptance Reviews
HASS	Highly Accelerated Stress Screening
HEMP	High-Altitude Electromagnetic Pulse
HMMP	Hazardous Materials Management Plan
HPG	Horizontal Protection Guidance



HSFUM	Hardware, Software, and Firmware Utilization Matrix	
HW	Hardware	
HWIL	Hardware-in-the-loop	
I&CO	Installation and Checkout	
IA	Information Assurance	
IASE	Information Assurance Support Environment	
IAVA	Information Assurance Vulnerability Alert	
IAW	In Accordance With	
IBR	Integrated Baseline Review	
ICD	Interface Control Document	
IDD	Interface Design Description	
IDDE	Integrated Digital Data Environment	
IDE	Integrated Digital Environment	
IDMP	Integrated Data Management Plan	
IHC	Interim Hazard Classification	
IM	Insensitive Munitions	
ILS	Integrated Logistics Support	
IMAP	Integrated Master Assessment Plan	
IMCP	Informational Management and Control Plan	
IMP	Integrated Master Plan	
IMS	Integrated Master Schedule	
IPMR	Integrated Program Management Report	
IPR	In-Process Review	
IPS	Integrated Product Support	
IPT	Integrated Product Team	
IRS	Interface Requirement Specification	
ISCM	Information Security Continuous Monitoring	
ISSO	Information Security Systems Officer	
ISSR	Interceptor Silo System Review	
ISSRB	Ignition System Safety Review Board	
ISTC	Integrated System Test Capability	
IT	Information Technology	
ITAR	International Traffic in Arms Regulations	
ITG	International Transfer Guidance	
ITP	Integrated Test Plan	



ITRA	Independent Technical Risk Assessment
IUID	Item Unique Identification
IV&V	Independent Verification and Validation
JAT	Joint Analysis Team
LCC	Life Cycle Cost
LCSP	Life Cycle Sustainment Plan
LE/MCR	Launch Essential/Mission Critical
LFCP	Lead Free Control Plan
LLI	Limited Life Items
LMI	Logistics Management Information
LMID	Logistics Management Information Data
LO	Low Observable
LORA	Level of Repair Analysis
LPART	Liquid Propellant Accident Response Team
LRU	Line Replaceable Unit
M&S	Modeling & Simulation
MAA	Mission Assurance Audit
MAP	MDA Assurance Provisions
MASC	Modeling Assumptions and System Characteristics
MATA	Mission Assurance Technical Assessment
MAWG	Mission Assurance Working Group
MBIT	Maintenance Built-In-Test
MBSE	Model-Based Systems Engineering
MCI	Mission Critical Item
MDA	Missile Defense Agency
MDDC	Missile Defense Data Center
MFTA	Mission Focused Technical Assessment
MIPP	Manufacturing and Initial Production Plan
MOA	Memorandum of Understanding
MOSA	Modular, Open System Architecture
MOU	Memorandum of Understanding
MRA	Manufacturing Readiness Assessment
MRB	Material Review Board
MS	Microsoft
MSTAR	MDA Software Technical Analysis Report

MTAT	Maintenance Turn Around Time
MTTR	Mean Time To Repair
MVCR	Minimum Viability Capability Release
MVP	Minimum Viable Product
NA	Network Administrator
NAS	National Aerospace Standard
NDA	Non-Disclosure Agreement
NDI	Non-Developmental Item
NDL	NGI Development Lab
NEPA	National Environmental Policy Act
NET	New Equipment Training
NGI	Next Generation Interceptor
NGISim	Next Generation Interceptor Simulation
NDL	Next Generation Interceptor Development Lab
NIST	National Institute of Science and Technology
NOR	Notices of Revision
NRF	Non-Repeatable Failure
NSA	National Security Agency
NSP	Not Separately Priced
NTE	Not-To-Exceed
NTIA	National Telecommunications and Information Administration
O&S	Operations and Sustainment
ODC	Other Direct Cost
OE	Objective Evidence
OGA	Other Government Agency
OMS	Obsolescence Manufacturing Sources
Ops	Operations
OPSCON	Operations Concept
OSF	Objective Simulation Framework
OSHA	Occupational Safety and Health Administration
OT	Operational Test
OWG	Obsolescence Working Group
PA	Public Affairs
PAP	Program Analysis Plan
PAR	Protection Assessment Reviews

CH

Pb	Lead	
PCA	Physical Configuration Audit	
PCB	Program Change Board	
PCIL	Prime Contractor Integration Laboratory	
PCN	Product Change Notifications	
PDR	Preliminary Design Review	
PCO	Procuring Contracting Officer	
PHS&T	Packaging, Handling, Storage, and Transportation	
PI	Program Introduction	
PIDS	Prime Item Development Specification	
PLBIT	Pre-Launch Built-in-test	
PLCO	Plant Clearance Officer	
PMAP	Parts, Materials, and Processes Mission Assurance Plan	
PME	Prime Mission Equipment	
PMEP	Program Management Execution Plan	
PMP	Parts, Materials and Processes	
PMP	Program Management Plan	
PMPCB	Parts, Materials and Processes Control Board	
PMPCP	Parts, Materials and Processes Control Plan	
PMR	Program Management Review	
PMT	Pre-Mission Test	
POA&M	Plan of Action and Milestones	
POD	Proof of Design	
POM	Proof of Manufacturing	
PoP	Period of Performance	
PPA	Pollution Prevention Act of 1990	
PPIP	Program Protection Implementation Plan	
PPP	Program Protection Plan	
PQP	Process Qualification Program	
PR	Problem Report	
PRA	Probabilistic Risk Assessment	
PRA	Production Readiness Assessment	
PRR	Production Readiness Review	
PS	Performance Specification	
PSAPP	Program Software Acquisition Process Plan	

PSE	Peculiar Support Equipment	
PTAB	Post-Test Analysis Brief	
PTIP	Product Test and Inspection Plan	
QAPP	Quality Assurance Program Plan	
QML	Qualified Manufacturers List	
QRR	Qualification Readiness Review	
QSMA	Quality, Safety and Mission Assurance	
RA	Risk Assessment	
RAM	Requirements Applicability Matrix	
RAMT	Reliability, Availability, Maintainability, and Testability	
RCC	Range Commander's Council	
RCI	Reliability Critical Items	
RE	Reverse Engineering	
RF	Radio Frequency	
RFP	Request For Proposal	
RFR	Runs for Record	
RIOMP	Risks, Issues, and Opportunities Management Plan	
RMF	Risk Management Framework	
RMP	Risk Management Plan	
RRA	Roles, Responsibilities, and Authority	
RSDP	Range Safety Data Package	
SA	System Administrator	
SAE	Society of Automotive Engineers	
SAR	Safety Assessment Report	
SCG	Security Classification Guide	
SCR	Software Change Request	
SDD	Software Design Description	
SDP	Software Development Plan	
SCRM	Supply Chain Risk Management	
Sec	Security	
SEECA	Single Event Effect Criticality Analysis	
SEMP	Systems Engineering Management Plan	
SEP	Systems Engineering Plan	
ShRR	Ship Readiness Review	
SIE	Special Inspection Equipment	

SLE	Service Life Extension
SMCS	Safety or Mission Critical Suppliers
SOW	Statement of Work
SP	Special Publication
SPMT	System Pre-Mission Testing
SRA	Safety Risk Analysis
SRP	Stockpile Reliability Program
SRR	System Requirements Review
SRPP	Software Reliability Program Plan
SS	Stress Screening
SSCD	System Simulation Capabilities Document
SSE	System Security Engineering
SSHAR	System Safety Hazard Analysis Reports
SSPP	System Safety Program Plan
SSRA	Spectrum Supportability Risk Assessment
SSWG	System Safety Working Group
STE	Special Test Equipment
STIG	Security Technical Implementation Guide
SW	Software
SwAP	Software Assurance Plan
SwCI	Software Configuration Item
SWEP	Software Engineering Plan
SwSPP	Software Safety Program Plan
SwSWG	Software Safety Working Group
TCDD	Test Case Design Document
TCM	Technical Coordination Meeting
TDP	Technical Data Package
TEP	Test Execution Plan
TER	Technical Execution Review
TIG	Technical Implementation Guide
TIM	Technical Interchange Meeting
TIR	Test Incident Report
TIS	Test Information Sheet
TO	Test Observation
TPM	Technical Performance Measures or Metrics

TR	Trouble Reports
TRA	Technology Readiness Assessment
TRL	Technical Readiness Level
TRP	Technical Review Plan
TRR	Test Readiness Reviews
TSDD	Test Set Description Document
TTP	Tactics, Techniques, and Procedures
UAF	Unified Architecture Framework
USSTRATCOM	United States Strategic Command
UUT	Unit Under Test
UVF	Unverified Failure
V&V	Verification and Validation
VAFB	Vandenberg Air Force Base
VCN	Verification Closure Notice
VEM	Verification Event Matrix
VEP	Verification Execution Plan
VSS	Verification Summary Sheet
VV&A	Verification, Validation and Accreditation
WAWF	Wide Area Workflow
WBS	Work Breakdown Structure

SECURITY GUIDANCE (BLOCK 13) CONTINUATION PAGES:

Special Requirements:

The Contractor shall provide the following to the MDA Industrial Security (contact information listed in block 13 of page two of the DD Form 254) and GM Program Security Office:

- Prime contractors shall report events that will impact the status of sub-contractors supporting
 a MDA mission; change of facility clearance (FCL); capability to properly safeguard
 classified information; adverse reports impacting an employee's personnel security clearance
 (PCL); indicators of an Insider Threat; classified information lost or compromised.
- Any loss, compromise or suspected compromise of classified information (foreign or domestic) by the Prime shall report to the Defense Counterintelligence and Security Agency (DCSA) and MDA Industrial Security with-in 24 hours.
- Immediately upon receipt of a possible loss, compromise, or suspected compromise of
 classified information, the contractor shall initiate a preliminary inquiry to ascertain all of the
 circumstances surrounding the reported loss, compromise or suspected compromise.
- Prime contractors shall provide a copy of submitted DCSA initial and final report(s) (without redaction) to the MDA Industrial Security Office, Contracting Officer or/and Contracting Office Representative.
- Contractors shall promptly submit a written report to the nearest field office of the FBI
 regarding information coming to the contractor's attention concerning actual, probable or
 possible espionage, sabotage, terrorism, or subversive activities at any of its locations.
- Prime contractors shall provide a complete initial and final report (without redaction) to the MDA Industrial Security Office involving a cyber-intrusion of MDA program information sent to United States Computer Emergency Readiness Team (US-CERT), Federal Bureau of Investigation and the Defense Counterintelligence and Security Agency per NISPOM Chapter 1, Section 301to include Industrial Security Letter 2013-05 and NIST 800-61.
- Contractors shall provide a copy of the initial/final report (without redaction) to the MDA
 Industrial Security Office of any Defense Counterintelligence and Security Agency letter
 that indicates a less than satisfactory security rating and/or that negatively impacts the
 Facility Clearance Level (FCL) of the company within 24-hours of receipt.
- Prime contractors shall provide an electronic copy of issued subcontractor DD Form 254s to the MDA Industrial Security Office.
- Contractors sending classified mail shall actively (daily) track each classified package(s)
 throughout the entire transit process until the shipment is confirmed as received by the
 intended organization. The sender should monitor the transit process via the mail carrier's
 tracking process. If the last transit status entry on the mail carrier's tracking website was
 made more than one business day after the estimated delivery date, the sender will notify and
 provide the relevant details to their Facility Security Officer and the Missile Defense Agency
 in accordance with DD254 requirements.
- Information transported externally to a cleared facility shall be encrypted. The encryption of all MDA Controlled UNCLASSIFIED and CLASSIFIED removable media while in transit via authorized means of transmission including Couriers, Hand Carriers, and Escorts; the United States Postal Service (USPS); or other mail services (e.g., Federal Express, United Parcel Service, etc.). Contract direction shall incorporate the following tenants: All

removable media (Hard Disk Drive (HDD), optical disk, Flash Media (USB HDD), Solid-state Drives (SDD), etc.) shall utilize data-at-rest (DAR) encryption:

- Classified data shall be encrypted using a FIPS 140-2 or more current NIST validated technology.
- Unclassified data to include Personal Identifiable Information (PII)/ For Official Use Only (FOUO)/ Covered Defense Information (CDI)/Controlled Unclassified Information (CUI)/ Unclassified Controlled Technical Information (UCTI) shall use at least a FIPS 140-2 compliant technology, validated is recommended.
- Operating system, software, and hardware updates do not require encryption.

Any waiver requests for this requirement must be made by the contractor to the responsible Contracting Officer for approval consideration.

In accordance with NISPOM Chapter 1, Section 300, the Contractor and its subcontractors shall notify the Contracting Officer, the Contracting Officer's Representative, and MDA Industrial Security in writing within 24 hours of becoming aware of adverse information regarding an employee, who works within a Government/MDA facility, which could affect their access to classified information.

Subcontractor Classified Access Approvals:

The Prime Contractor and Subcontractor are authorized to flow access to and/or dissemination of classified information to the **TOP SECRET** level to their Subcontractor. Dissemination is only authorized and applicable for information safeguarded at the Contractor's facility. This authorization includes access to Communications Security (COMSEC) (NISPOM Chapter 9, Section 407), Critical Nuclear Weapon Design Information (CNWDI) (NISPOM Chapter 9, Section 204), Non-SCI Intelligence Information and North Atlantic Treaty Organization (NATO) (NISPOM Chapter 10, Section 708) information. The Contractor shall provide the appropriate accesses to its Subcontractors as required per NISPOM 5-502. The Prime Contractor and Subcontractor must verify Facility Clearance, Safeguarding Capability and Access Authorizations prior to the dissemination of classified information. The following require specific authority: SCI - not authorized to flow without prior approval from MDA/Special Security Office (refer to SCI Supplement (b)(3):10 U.S.C. § 130

(b)(3):10 U.S.C. § 130

Reference Item 8.a. (continued) Government Locations:

Classified performance will occur at various MDA and/or government locations as directed by the contract via the Performance Work Statement, Statement of Work, or Statement of Objectives or other agreement. The Contractor shall abide by the host government security requirements per NISPOM Chapter 1, Section 200 and Chapter 6, Section 105c. The cognizant security office at the performance location is MDA or the host installation.

Reference Item 10.a and 11.h: The Contractor shall comply with the requirements of NISPOM Chapter 9, Section 4 and National Security Agency/Central Security Service Policy Manual Number 3-16, Control of Communications Security (COMSEC) Material, for access to and safeguarding of COMSEC information.

Reference Item 10.b &10.d: Contractors shall adhere to the requirements of DoDI 5210.02, "Access to and Dissemination of Restricted Data (RD) and Formerly Restricted Data (FRD)," 3 June 2011, for access and training requirements. Flow this requirement and training materials to subcontractors when applicable.

1. Contractors shall possess a valid DoD security clearance at a level commensurate with the information concerned and shall have a need-to-know for access. DoD contractors require a final Secret security clearance for access to Secret RD information. Contractors shall have a final Top Secret security clearance for access to Top Secret RD information. NISPOM section 2-211a. applies.

The Prime contractor and its subcontractors shall be required to complete training for access to RD/FRD material and for derivative classification of RD/FRD information. This training is provided by the Department of Energy (DOE) and shall be arranged by the MDA Contracting Officer Representative (COR) whom will coordinate with the DEI, Associate Restricted Data Management Official (mda_rdmo@mda.mil) to schedule training. The company's Facility Security Officer (FSO) shall maintain a record of the training for each individual with access to RD/FRD. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual no longer requires access to RD/FRD information.

- a. For individuals with access to RD/FRD information, personnel shall complete the "Classification of Nuclear Weapons-Related Information (Restricted Data and Formerly Restricted Data)" course, "RD Derivative Classifier" course and TFNI Briefing. The contractor company shall maintain a record of the training for each individual with access to RD/FRD. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual no longer requires access to RD/FRD information.
- b. For individuals who will conduct derivative classification, personnel shall complete the "Classification of Nuclear Weapons-Related Information (Restricted Data and Formerly

Restricted Data)" course, "RD Derivative Classifier" course and TFNI Briefing. The training course shall be arranged by the MDA Contracting Officer Representative (COR) whom will coordinate with the DEI, Associate Restricted Data Management Official (mda_rdmo@mda.mil) to schedule training and will be certified as a Derivative Classifier IAW MDA procedures. The contractor company shall maintain a record of the training for each individual designated as a RD Classifier. These records shall be made readily available during security inspections or for other government purposes. Records shall be maintained for two years after an individual is no longer designated as a RD Classifier.

Reference Item 10.c: NISPOM Chapter 9, Section 2 requirements apply. Access to Critical Nuclear Weapons Design Information requires a final clearance.

Reference Item 10.e.(1): This contract requires access to Sensitive Compartmented Information (SCI) material. The Contractor is not required to have an accredited SCI Facility but requires access to SCI at other locations. Additionally, the Facility Security Officer will ensure that when a Contractor with access to SCI is due for a Periodic Reinvestigation, the Periodic Reinvestigation request is conducted to meet SCI standards. Written U.S. Government approval by MDA/Special Security is required prior to giving SCI access to a Subcontractor. Additional requirements are included in the attached SCI Supplement.

Reference Item 10.e.(2): NISPOM Chapter 9, Section 3 requirements apply. Non-SCI Intelligence Information (SCI) is intelligence information existing at the collateral level and is typically, but not always, identified by the NOFORN caveat. The ODNI defers to the 32 CFR 2001 and as stated in the ICS 703-01 for classified national intelligence information and only requires government (i.e. MDA) determination for prime contractor to subcontractor flow-down.

(b)(3):10 U.S.C. § 130			
(10)(10)(11)			

Reference Item 10.g: NISPOM Chapter 10, Section 7 requirements apply.

Reference Item 10.h: NISPOM Chapter 10, Section 3 requirements apply.

Reference Item 10.j:

1. The Contractor shall adhere to the requirements in the DoD Instruction 5200.48, Controlled Unclassified Information (CUI) and Information Security Oversight Office Notice 2019-03 "Destroying Controlled Unclassified Information in Paper Form"(15 July 2019) for safeguarding, marking, transmission, dissemination, and disposition of all CUI and For Official Use Only (FOUO) information.

2. Access.

a. Access to CUI and legacy FOUO should be limited to U.S. Nationals that have either a current U.S. security clearance (minimum interim SECRET clearance) or have been the subject of a favorably completed National Agency Check with Inquiries (i.e. Standard Form (SF) 85 Position of Trust investigation) or equivalent investigation (i.e. approved contractor equivalent).

(1) Definitions:

- (a) A U.S. Person is defined as any form of business enterprise or entity organized, chartered or incorporated under the laws of the United States or its possessions and trust territories, and any person who is a citizen or national of the United States
- (b) A U.S. National is defined as a citizen of the U.S., or a person who, though not a citizen of the U.S., owes permanent allegiance to the U.S. Also see 8 USC 1101(a) (22) or 8 USC 1401 paragraphs (a) through (g) for further clarification on those who may qualify as nationals of the United States.
- (2) Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. At a minimum, the Contractor Equivalent Background Plan (CEBP) will include citizenship, Personal Identification (Social Security Number), and criminal background checks. The contractor shall submit a list of their procedures on company letterhead through the Contracting Officer or their representative for concurrence by the designated MDA approving office.
- b. Contractor personnel with dual or foreign citizenship (including but not limited to those with permanent resident status) will be subject to an additional review; and found favorable by MDA prior to access to CUI and legacy FOUO. (Note: Contractor personnel with dual citizenship that have an active U.S. security clearance (interim Secret or higher) may have access to CUI and legacy FOUO material without additional review
- 3. See Reference Item 11.1. for safeguarding of CUI and legacy FOUO on a contractor's unclassified information system(s).
- 4. The contractor shall flow-down this requirement to all subcontractors requiring access to CUI and legacy FOUO information regardless if the subcontractor has a facility security clearance or not. For those uncleared subcontractors, the prime contractor shall ensure this section exists within the language of the subcontract/purchase order.

Reference Item 11.c: The contractor shall be required to track classified information sent via non-electronic means and obtain a receipt from the recipient (reference NISPOM Chapter 5, Section 401b.). The contractor shall ensure deliberate tracking throughout the entire transit process. Any suspected or confirmed loss or compromise of the classified information shall be reported in the timeframes established in the "Reporting Requirements" section of this DD Form 254. The Contractor has a responsibility to understand and use all applicable Security Classification Guidance (SCG) provided by the government (reference NISPOM 4-103a). The MDA has provided a list below of the necessary SCGs required to conduct derivative classification. The Contractor shall request the required SCGs from the Contracting Officer's Representative (COR). The MDA has the obligation to review existing guidance periodically during the performance stages of the contract and to issue a revised DD Form 254 when a change to the SCGs occurs or when additional SCGs are needed (reference NISPOM Chapter 4, Section 103b.). The Contractor shall flow-down required SCGs on its Subcontractor DD Form 254s and

shall provide copies of the SCGs to its Subcontractor. The following security classification guidance applies:

- Ballistic Missile Defense System (BMDS) Security Classification Guide (SCG), dated 19 October 2010 to include Change 1, dated 26 May 2017 to include Addendum Memorandum dated 11 March 2019
- **This guide consists of two parts, an UNCLASSIFIED//FOR OFFICIAL USE ONLY general guide, and a SECRET appendix. The appendix is not a stand-alone document and must be used in conjunction with the general guide.
- 2. Ground-based Midcourse Defense (GMD) Security Classification Guide (SCG), dated 07 August 2006 to include Change 4 (Admin CUI Update), dated 24 May 2021
- GMD Security Classification Guide (SCG), Ch. 2 Topic Clarification Memo, date 07 December 2017
- 4. US STRATCOM Integrated Missile Defense (IMD) Security Classification Guide (SCG), dated 01 January 2015
- 5. US NORTHCOM Ballistic Missile Defense (BMD) Operations Security Classification (SCG), dated 11 March 2011
- 6. Other Security Classification Guides will be provided as required.

Reference Item 11.d: The Contractor is required to provide adequate storage and transportation for classified hardware to the level of **SECRET**. If the classified hardware is of such a size or quantity that it cannot be safeguarded in a regular-sized GSA-approved storage container, a Closed Area, Vault, or additional security containers may be required. Per the NISPOM, the Defense Counterintelligence and Security Agency has responsibility for the authorization and approval of all Closed Areas and/or Vaults within the Contractor's facility.

Reference Item 11.f:

- 1. The Contractor shall require access to classified information overseas at areas designated in the Statement of Work, Performance Work Statement, or Statement of Objectives.
- 2. Contractor personnel traveling on DoD-sponsored (official) travel overseas shall complete all training and messaging requirements outlined within the DoD Foreign Clearance Guide (FCG) for the foreign country being visited and support administrative reporting requirements specified by their program Country Clearance Message (CCM) Coordinator within 45-days prior to travel. Contractor personnel should review U.S. Department of State (DoS) Travel Warnings, Travel Alerts, and individual country specific information located at U.S. Department of State (DoS) Travel Warnings web address and are encouraged to enroll in the U.S. DoS Smart Traveler Enrollment Program (STEP) prior to commencing official travel overseas.
- 3. The Contractor shall submit foreign visit requests as dictated by the NISPOM, Chapter 10, Section 5. A Contractor shall submit the visit request through the Defense Counterintelligence and Security Agency-designated security official.
- 4. The Contractor is not authorized per the NISPOM to establish a contractor facility outside of the U.S., its possessions, or its territories. Storage, custody, and control of classified information

required by a U.S. Contractor employee abroad is the responsibility of the U.S. Government. Storage of classified information shall be at a U.S. military facility, a U.S. Embassy or Consulate, or another location occupied by a U.S. Government organization.

Reference Item 11.g: The Contractor is authorized to use the services of the Defense Technical Information Center (DTIC) or other secondary distribution center. As required, the Contractor will prepare and submit the DD Form 1540, "Registration for Scientific and Technical Information Services" and DD Form 2345, "Militarily Critical Technical Data Agreement" to the contracting office for approval. Subcontractors are required to submit requests through the Prime Contractor.

Reference Item 11.i: TEMPEST countermeasures within the Continental United States shall not be imposed unless recommended by a Certified TEMPEST Technical Authority (CTTA) (CTTA approved by the Service Element issuing a contract), approved by the MDA Office of the Chief Information Office (CIO), and directed by the Contracting Officer.

Reference Item 11.j: Have Operations Security (OPSEC) Requirements.

This contract requires the application of Operations Security (OPSEC):

- 1. The contractor supporting specific event-oriented activities shall comply with OPSEC requirements and briefings as defined in the Statement of Work (SOW)/Performance Work Statement (PWS).
- 2. Contractor personnel assigned shall receive initial and annual OPSEC Awareness Education as directed in the SOW.
- 3. The Contractor shall plan for and implement OPSEC supply chain processes and practices that restricts information flow-down (manufacturing need-to-know) and limits information listed on commodity Purchase Orders for critical information and critical components.
- 4. The contractor shall apply OPSEC during flight test activities in accordance with specific test plans.

Reference Item 11.1: The Contractor shall adhere to the requirements in the DoD Manual 5200.48 "Controlled Unclassified Information", dated March 06, 2020 and Information Security Oversight Office Notice 2019-03 "Destroying Controlled Unclassified Information in Paper Form"(15 July 2019) for safeguarding, marking, transmission, dissemination, and disposition of all CUI and legacy-marked For Official Use Only (FOUO) information. **PLEASE NOTE -- DoD Manual 5200.01, Volume 4, "DoD Information Security Program: Controlled Unclassified Information," dated February 24, 2012, is rescinded and replaced by DoDI 5200.48 "Controlled Unclassified Information," dated March 6, 2020. **

Reference Item 11.m: Contractor's Unclassified Automated Information System:

1. DoD information systems processing, storing, or transmitting CUI will be categorized at the "moderate" confidentiality impact level and follow the guidance in DoDIs 8500.01 and 8510.01.

Non-DoD information systems processing, storing, or transmitting CUI will provide adequate security, and the appropriate requirements must be incorporated into all contracts, grants, and other legal agreements with non-DoD entities in accordance with DoDI 8582.01.

- 2. The Contractor shall safeguard and protect Controlled Unclassified Information and legacy For Official Use Only (CUI and legacy FOUO) information provided by or generated for the Government that transits, resides, or is processed on any non-Government information technology system IAW the procedures in DoDI 8582.01, "Security of Unclassified DoD Information on Non-DoD Information Systems," June 6, 2012, Enclosure 3. Additionally, if the contract includes the DFARS Clause 252.204-7012, Safeguarding of Covered Defense Information and Cyber Incident Reporting, then the contractor must comply with its requirements. If the DFARS Clause 252.204-7012 does not exist on contract, the contractor shall comply with the requirements of the Office of Management and Budget Circular A-130 and the DoD Directive 8100.2 until such time as the DFARS Clause 252.204-7012 may be added.
- 3. MDA reserves the right to conduct compliance inspections of Contractor unclassified and classified information systems and other repositories to verify the protection of CUI and legacy FOUO information.
- 4. The contractor shall flow this reference item to all subcontractors that process and access CUI and legacy FOUO information regardless if the subcontractor has a facility security clearance or not. For those uncleared subcontractors, the prime contractor shall ensure this section exists within the language of the subcontract/purchase order.

Reference Item 12: Refer to Contracts Clause H-08 Public Release of Information

Reference Item 14: Program Protection is required for this contract. The interdisciplinary requirements associated with Program Protection are addressed in the Government issued Program Protection Plan (PPP). The contractor shall develop a Program Protection Implementation Plan (PPIP) in accordance to the requirements in the PPP. The contractor shall implement the PPIP with applicable security countermeasures to protect Critical Program Information (CPI) and Critical Components (CC) as outlined in the Statement of Work/Performance Work Statement/Statement of Objectives, and refined in the PPP. The PPIP shall apply to the Prime contractor and flow-down to all Subcontractor locations where CPI and/or C are developed, produced, analyzed, maintained, transported, stored, and/or used in training.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567 OMB approval expires: October 31, 2020

The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.

1. CLEARANCE AND SAFEGUARDING			
a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED (See Instructions)	b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/ MATERIAL REQUIRED AT CONTRACTOR FACILITY		
Top Secret	Secret		
2. THIS SPECIFICATION IS FOR: (X and complete as applicable.)	3. THIS SPECIFICATION IS: (X and complete as applicable.)		
a. PRIME CONTRACT NUMBER (See instructions.) HQ0856-21-C-0001	a. ORIGINAL (Complete date in all cases.) DATE (YYYYMMDD) 20210204		
b. SUBCONTRACT NUMBER	b. REVISED (Supersedes all previous specifications.) REVISION NO. DATE (YYYYMMDD)		
c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMIL	20210/02		
HQ0856-20-R-0001	c. FINAL (Complete Item 5 in all cases.) DATE (YYYYMMDD)		
	omplete the following:		
Classified material received or generated under	(Preceding Contract Number) is transferred to this follow-on contract.		
	omplete the following:		
	tion of the classified material is authorized for the period of:		
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)	COONTANT SECURITY OFFICE(S) (SSS)		
a. NAME, ADDRESS, AND ZIP CODE (b)(4) b. C	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name Address ZIP Code Telephone required: Fmail Address optional) (b)(4)		
7. SUBCONTRACTOR(S) (Click button if you choose to add or list the subcontract but will still require a separate DD Form 254 issued by a prime contractor to each			
a. NAME, ADDRESS, AND ZIP CODE b. C	C. COGNIZANT SECURITY OFFICE(S) (CSO) (Name, Address, ZIP Code, Telephone required; Email Address optional)		
8. ACTUAL PERFORMANCE (Click button to add more locations.)			
(b)(4)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name Address ZIP Code Telephone required: Fmail Address optional) (b)(4)		
(b)(4)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name. Address. ZIP Code. Telephone required: Email Address optional) (b)(4)		
	(b)(4)		

CLASSIFICATION (When filled in): Unclassified

a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name. Address. ZIP Code. Telephone required: Email Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name Address 7IP Code Telephone required Fmail Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name_Address_ZIP_Code_Telephone_required: Fmail_Address_optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name, Address, ZIP Code, Telephone required: Email Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name. Address. ZIP Code. Telephone required: Email Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name. Address. ZIP Code. Telephone required: Email Address optional) (b)(4)
	(b)(4)	
a. LOCATION(S) (For actual performance, see instructions.) (b)(4)	b. CAGE CODE (If applicable, see Instructions.)	c. COGNIZANT SECURITY OFFICE(S) (CSO) (Name, Address, ZIP Code, Telephone required: Email Address optional) (b)(4)
	(b)(4)	
9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCURE	MENT	
Next Generation Interceptor (NGI)		

DD FORM 254, APR 2018

10. CONTRACTOR WILL REQUIRE ACCESS TO: (X all that apply. Provide details	in Blocks 13 or 14 as set forth in the instructions.)
	☑ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION
☑ b. RESTRICTED DATA	g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI) (If CNWDI applies, RESTRICTED DATA must also be marked.)	
☑ d. FORMERLY RESTRICTED DATA	i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION
e. NATIONAL INTELLIGENCE INFORMATION:	j. CONTROLLED UNCLASSIFIED INFORMATION (CUI) (See instructions.)
(1) Sensitive Compartmented Information (SCI)	k. OTHER (Specify) (See instructions.)
⊠ (2) Non-SCI	
11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: (X all that	apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
(Applicable only if there is no access or storage required at contractor facility. See instructions.)	
b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY	
C. RECEIVE, STORE, AND GENERATE CLASSIFIED	${igotimes}$ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
INFORMATION OR MATERIAL	⋈ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE
☑ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE☑ e. PERFORM SERVICES ONLY	I. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI). (DoD Components: refer to DoDM 5200.01, Volume 4 only for specific CUI protection requirements. Non-DoD Components: see instructions.)
A HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE	m. OTHER (Specify) (See instructions.)
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	Additional Requirements for Contractor's Unclassified Automated Information Systems; Requires CNet/SIPR.
12. PUBLIC RELEASE	
Any information (classified or unclassified) pertaining to this contract shall not Industrial Security Program Operating Manual (NISPOM) or unless it has bee Proposed public releases shall be submitted for review and approval prior to r least office and phone contact information and if available, an e-mail address.	n approved for public release by appropriate U.S. Government authority. release to the appropriate government approval authority identified here with at
☐ DIRECT ☐ THROUGH (Specify below)	Public Release Authority:
MDAPressOperations@mda.mil and simultaneously provide courtesy copy to the appropriate PCO.	Missile Defense Agency, Public Affairs Office is the public release approval authority.
13. SECURITY GUIDANCE	
guidance or if any other contributing factor indicates a need for changes recommended changes; to challenge the guidance or the classification assig and to submit any questions for interpretation of this guidance to the offici-handled and protected at the highest level of classification assigned or recom (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence.)	ondence, any documents/guides/extracts referenced herein. The field will expand as text en click out of the text field for it to shrink after the text has been deleted. Also allows for
The Prime contractor shall flow-down all applicable requirements of	the DD Form 254 to its Subcontractor(s).
Prime contractors with questions regarding their DD254 should conta Industrial Security office at (256) 450-0939, by email at MDAIndustr Office (DEI), Building 5222 Martin Road, Redstone Arsenal, AL 358	rialSecurity@mda.mil, or by mail to MDA, ATTN: Industrial Security

CLASSIFICATION (When filled in): Unclassified

List of Attachments [3] (All Files Must be Attache	ed Prior to Signing, i.e., for	arry digital digitatare of	ii tile loilii)	
DD254 HQ0856-21-C-0001 (REV1) Continua	tion Pages.pdf			
CI Supp to DD254 HQ0856-21-C-0001 signe				
AP Supp to DD254 HQ0856-21-C-0001 Sign	ned.pdf			
Missile Defense Agency	NAN	IE & TITLE OF REVIEN	WING OFFICIAL	SIGNATURE
Building 5222 Martin Road	(b)(6)			0.0
Redstone Arsenal, AL 35898	(3)(3)			
4. ADDITIONAL SECURITY REQUIREMENTS				
Requirements, in addition to NISPOM requirements	ents for classified informat	on, are established for	this contract.	
No Yes If Yes, identify the pertinent contrequirements. Provide a copy of expanded text area, use delete (See instructions for additional g	the requirements to the CSO key or backspace key, then c	. The field will expand as to lick out of the text field for i	ext is added or you can also	use item 13. When removing any
See Reference Items; 10.e.(1), 10.f, 10.j, 11i,	11.j, 11.l, 11.m and 14	l.		
5. INSPECTIONS				
S. ING. LOTIONS				
Elements of this contract are outside the inspect	ion responsibility of the C	SO.		
Elements of this contract are outside the inspect			ctions. The field will expand a	ns text is added or you can also use it
No Yes If Yes, explain and identify speci	ific areas and government act ed text area, use delete key c	rivity responsible for inspec or backspace key, then clic		ns text is added or you can also use it shrink after the text has been deleted
If Yes, explain and identify speci	ific areas and government act ed text area, use delete key c	rivity responsible for inspec or backspace key, then clic		
No Yes If Yes, explain and identify speci	ific areas and government act ed text area, use delete key c	rivity responsible for inspec or backspace key, then clic		
No Yes If Yes, explain and identify speci	ific areas and government act ed text area, use delete key c	rivity responsible for inspec or backspace key, then clic		
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional g	ific areas and government act ed text area, use delete key c uidance or use of the fillable	ivity responsible for inspec or backspace key, then clic PDF.)		
No Yes If Yes, explain and identify speci	ific areas and government act ed text area, use delete key c uidance or use of the fillable	ivity responsible for inspec or backspace key, then clic PDF.)		
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional g	ific areas and government act ed text area, use delete key c uidance or use of the fillable	ivity responsible for inspec or backspace key, then clic PDF.)		
No Yes If Yes, explain and identify speci 13. When removing any expand (See instructions for additional g	ific areas and government act ed text area, use delete key c uidance or use of the fillable	ivity responsible for inspec or backspace key, then clic PDF.)		
☐ No ☐ Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional g	ific areas and government act ed text area, use delete key o uidance or use of the fillable f SAP under this contr	ivity responsible for inspec or backspace key, then clic PDF.) act.		
☐ No ☐ Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the company	ific areas and government act ed text area, use delete key o uidance or use of the fillable f SAP under this contri GCA) AND POINT OF CO c. ADDRESS (Include	ivity responsible for inspector backspace key, then click PDF.) act. NTACT (POC) ZIP Code)	d. POC NAME	
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional graph of the Appendix of the	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLORS (Include Missile Defense Ag	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency	k out of the text field for it to	
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional graph of the ADA SAPCO is responsible for inspection of the ADA SAPCO	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of C. ADDRESS (Include Missile Defense Ag Building 5222 Mart	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road	d. POC NAME (b)(6) e. POC TELEPH	
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instructions for additional graph of the American Section 13. When removing any expand (See instruction 13. When removing any expand (See	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLORS (Include Missile Defense Ag	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road	d. POC NAME	shrink after the text has been deleted
□ No ☑ Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional graph of the inspection of th	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of C. ADDRESS (Include Missile Defense Ag Building 5222 Mart	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road	d. POC NAME (b)(6) e. POC TELEPH (b)(6)	shrink after the text has been deleted
□ No ☑ Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) IDA SAPCO is responsible for inspection of the second	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of the contribution of the contributio	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road	d. POC NAME (b)(6) e. POC TELEPH (b)(6)	Shrink after the text has been deleted
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional graph of the Instructions of the Instruction of the Instructi	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this control of CA) AND POINT OF COLOR of C. ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, A	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6)	IONE (Include Area Code) ESS (See Instructions)
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the contracting activity (Grade). GCA NAME Missile Defense Agency ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) IQ0856 7. CERTIFICATION AND SIGNATURES Security requirements stated herein are complete	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of C. ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Age and adequate for safegue	ivity responsible for inspector backspace key, then clicing PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6)	IONE (Include Area Code) ESS (See Instructions) or generated under this classifie
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the contracting activity (Grade). GCA NAME Missile Defense Agency ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions) IQ0856 7. CERTIFICATION AND SIGNATURES Security requirements stated herein are complete effort. All questions shall be referred to the officier	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicical PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDR (b)(6) formation to be released no changes can be made	IONE (Include Area Code) ESS (See Instructions) or generated under this classifies as the form will be locked.
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the image of	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicical PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898 parding the classified intitally signing Item 17h, included and AAC OF THE Code.	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDR (b)(6) formation to be released no changes can be made	IONE (Include Area Code) ESS (See Instructions) or generated under this classifies as the form will be locked. h. SIGNATURE
No Yes If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the inspection of t	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicical PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDR (b)(6) formation to be released no changes can be made	IONE (Include Area Code) ESS (See Instructions) or generated under this classifies as the form will be locked.
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the insp	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicing backspace key, then clicin	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDR (b)(6) formation to be released no changes can be made	IONE (Include Area Code) ESS (See Instructions) or generated under this classified as the form will be locked. h. SIGNATURE (b)(6)
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the insp	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicing backspace key, then clicin	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDR (b)(6) formation to be released no changes can be made contracting office	IONE (Include Area Code) ESS (See Instructions) or generated under this classified as the form will be locked. h. SIGNATURE (b)(6)
No Yes If Yes, explain and identify specifications for additional graph of the inspection of the inspe	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicical PDF.) act. NTACT (POC) ZIP Code) ency in Road AL 35898 parding the classified in itally signing Item 17h, d. AAC OF THE Conceptor (See Instructions) HQ0856 e. CAGE CODE On (See Instructions.)	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6) formation to be released no changes can be made CONTRACTING OFFICE OF THE PRIME CONTRA (b)(4)	IONE (Include Area Code) ESS (See Instructions) or generated under this classifies as the form will be locked. h. SIGNATURE (b)(6)
If Yes, explain and identify spect 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the insp	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicing backspace key, the clicing backspace key, then clicing backspace key, then clicing	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6) formation to be released no changes can be made CONTRACTING OFFICE OF THE PRIME CONTRA (b)(4)	IONE (Include Area Code) ESS (See Instructions) or generated under this classified as the form will be locked. h. SIGNATURE (b)(6)
If Yes, explain and identify speci- 13. When removing any expand (See instructions for additional grade) MDA SAPCO is responsible for inspection of the ins	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicing backspace key, the clicing backspace key, then clicing backspace key, then clicing	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6) formation to be released no changes can be made CONTRACTING OFFICE OF THE PRIME CONTRA (b)(4)	IONE (Include Area Code) ESS (See Instructions) or generated under this classified as the form will be locked. h. SIGNATURE (b)(6) CTOR
MDA SAPCO is responsible for inspection of the contracting officer Contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting officer Capabase Instructions for additional graphs and the contracting of for additional graphs and the contracting of for additional graphs and the contracting of for additional graphs and the contraction for additional graphs and the contraction of for additional graphs and the contraction of the contra	ific areas and government acted text area, use delete key childence or use of the fillable of SAP under this contribution. GCA) AND POINT OF COLOR of ADDRESS (Include Missile Defense Ag Building 5222 Mart Redstone Arsenal, Agent and adequate for safegual named below. Upon dig	ivity responsible for inspector backspace key, then clicing backspace key, the clicing backspace key, then clicing backspace key, then clicing	d. POC NAME (b)(6) e. POC TELEPH (b)(6) f. EMAIL ADDRI (b)(6) formation to be released no changes can be made CONTRACTING OFFICE OF THE PRIME CONTRA (b)(4)	IONE (Include Area Code) ESS (See Instructions) or generated under this classified as the form will be locked. h. SIGNATURE (b)(6) CTOR

18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL	
	f. OTHER AS NECESSARY (If more room is needed, continue in Item 13 or on additional page if necessary.)
☐ b. SUBCONTRACTOR	MDA Industrial Security
© c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR	
d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION	
e. ADMINISTRATIVE CONTRACTING OFFICER	
	4 9
	"]

Page 0327 of 1191

(b)(3):10 U.S.C. § 130 ; (b)(6)

Page 0328 of 1191

(b)(3):10 U.S.C. § 130

Page 0329 of 1191

(b)(3):10 U.S.C. § 130

Page 0330 of 1191

(b)(3):10 U.S.C. § 130 ; (b)(6)

MDA SCI Supplement (Item 10.e (1)) for DD Form 254

This supplement applies to Prime Contract Number: **HQ085621C0001**

Delivery/Task Order Number: Expiration date: 31 October 2028
A. The following controls will apply to SCI provided under this contract:
1. DoD 5105.21, "Sensitive Compartmented Information Administrative Manual;" ICD 503, "Intelligence Community Information Technology Systems Security Risk Management, Certification and Accreditation;" ICD 704, ICPG 704-1 – 704-5, "Personnel Security Standards and Procedures Governing Eligibility for access to SCI;" ICD 705, ICS 705-1 – 705-2, "Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities;" DoDM 5200.01, "DoD Information Security Program;" DoD Manual 5200.02, "Procedures for the DoD Personnel Security Program" provide the necessary guidance for physical, personnel, and information security measures, to include proper marking requirements, and is part of the SCI security specifications for the contract.
2. Direct inquiries pertaining to classification guidance to the responsible MDA Contracting Officer's Representative (COR/DTOR). The name/phone number for the MDA COR/DTOR is: (b)(6)
(Additionally, identify the Company Security POC (FSO/CSO) & phone number and email address at the contractor's/subcontractor's location): (b)(6)
3. All SCI furnished to the contractor in support of this contract/delivery/task order remains the property of the Department of Defense, or the agency or command that releases it. Upon

- 3. All SCI furnished to the contractor in support of this contract/delivery/task order remains the property of the Department of Defense, or the agency or command that releases it. Upon completion of the contract, SCI furnished to the prime contractor will be returned to MDA or destroyed as directed by the MDA COR/DTOR. NOTE: Prime contractor and subcontractor company security officers who destroy derivative or MDA generated SCI material are required to provide a copy of the destruction certificate to the MDA COR/DTOR.
- 4. It is the Prime Contractor's responsibility to ensure that all Sub-contractors requesting access to SCI have been properly cleared in accordance with the National Industrial Security Program. The Prime Contractor will provide this SCI Supplement to their Sub-contractors as necessary according to the Sub-contractor's clearance requirements. The Prime Contractor is further advised that SCI Billets used by the Sub-contractor will be subtracted from the total authorized billets allocated for this contract in paragraph 5 below. The COR/DTOR, the Prime Contractor FSO, and the Sub-contractor FSO will sign SCI nomination requests. A continuing access memo must be completed annually and submitted to the MDA SSO by 30 September.

- 5. The contract/delivery/task order requires the following SCI access(es): COR/DTOR are required to mark with an "X" the SCI accesses needed to effectively fulfill the SCI contractual obligation) SI X, TK X, G X, HCS X. Access will be granted by the government agency. Upon completion or cancellation of the contract the MDA COR/DTOR will provide a by name list of all contractors required to be debriefed from SCI to the MDA SSO before contract close-out. All debriefed contractors will be removed from MDA SCI billets immediately by the SSO. Based on mission requirements, this contract may authorize up to 150 SCI billets.
- 6. Contractor personnel requiring access to SCI will be initiated by the company's security officer with validation by the COR/DTOR. The CSO/FSO should submit a SCI nomination package on those contractor employees who have a completed (within the last 6 years) TIER 5 or a Single Scope Background Investigation (SSBI). This includes a Nom Memo, most recent SF86, a SCI nomination questionnaire, and a copy of DD Form 254 (Prime & Sub, as required). Submit only personnel that have a real day-to-day need-to-know requirement. NOTE: The MDA SSO will not accept SF86 questionnaires dated prior to the 2016 version.
- 7. The CSO/FSO shall advise the MDA SSO, through the contracting officer's representative, upon reassignment of personnel to other duties not associated with this contract. NOTE: Individual contractors who no longer support a MDA SCI contract will be debriefed from SCI access immediately. Company security officers are required to coordinate with the MDA SSO to get their individual contractors debriefed.
- 8. The CSO must coordinate with the MDA COR/DTOR prior to subcontracting any portion of the SCI efforts involved in their MDA SCI prime contract. A separate DD Form 254, utilizing this SCI Supplement, for the subcontractor will be processed and a copy provided to MDA SSO. NOTE: The SSO will not provide any SCI administration support to prime contractors or subcontractors who do not have a signed active DD 254 for an MDA SCI contract.
- 9. The contractor shall not use references to SCI accesses, even by unclassified acronyms, in advertising, promotional efforts, or recruitment of employees.
- 10. All SCI work will be performed in a DIA accredited MDA SCIF unless otherwise authorized. Is there a SCIF required at the Contractor's Facility? _____ Yes or __X___ No (COR/DTOR required to mark and "X" in the appropriate space).
- 11. AIS SCI Processing. Electronic processing of SCI requires accreditation of the equipment in accordance with ICD 503.
- 12. Visit Cert. The contractor FSO/CSO will submit the request for SCI visit certifications through the COR/DTOR for approval of the visit. The certification request must arrive at MDA Special Security at least five (5) working days prior to the visit.

- 13. The contractor will not reproduce or disseminate any SCI material without prior written permission of the COR/DTOR.
- 14. MDA has exclusive security oversight for all SCI released to the contractor or developed under this contract. Defense Intelligence Agency (DIA) and MDA SSO are the cognizant security authority for inspections of MDA-sponsored contractor SCIFs to ensure compliance of SCI Directives and Regulations. MDA Special Security will conduct self-inspections of MDA-sponsored SCIFs.
- B. The Missile Defense Agency is designated as the User Agency for SCI requirements.

(b)(6)	
MDA SSO:	
MDA SSO S ignature:	U
(b)(6) Phone:	
	(1)(2)
	(b)(6)
COR/TM/DTOR/Directorate designation:	
(6)(6)	
(b)(6)	
	- 114
COR/TM/DTOR Signature:	
Phone: (b)(6)	

Directorate Technical Oversight Representative: (b)(6)	
(b)(6)	
DTOR Signature:	
Phone: (b)(6)	

(b)(4)		
		7.71

Award Fee Plan for the Missile Defense Agency Ground-based Midcourse Defense Next Generation Interceptor

As of December 17, 2020



Ground-based Midcourse Defense Joint Program Office MissileDefenseAgency Huntsville, AL 35807-3801

FEE PLAN SIGNATURE PAGE

PROGRAM: MISSILE DEFENSE AGENCY (MDA) GROUND-BASED MIDCOURSE DEFENSE (GMD)

(b)(6)	
	December 17, 2020
TIMOTHY MCRAE	DATE
Program Director, Ground-Based Midcourse Defense	
APPROVED BY:	
b)(6)	December 17, 2020
PHILIP A. GARRANT	DATE
Major General, USAF	
Program Executive for	

Record of Changes

Release/ Revisio n No.	Date	Author	A=Add M=Modif y D=Delete	Description of Change
3-				

Conter		
1.0	INTRODUCTION	
2.0	ORGANIZATION	
3.0	RESPONSIBILITIES	9
3.1	Fee Determining Official (FDO)	9
3.2	GM Award Fee Advisory Panel Error! Bookmark not o	defined.
3.3	AFRB Chair will:	
3.4	Award Fee Review Board (AFRB) will:	10
3.5	Procuring Contracting Officer (PCO) will:	10
3.5	General Counsel (GC) will:	10
3.6	Performance Monitors will:	11
3.7	The Defense Contract Management Agency (DCMA) will:	11
3.8	AFRB Recorder will:	11
4.0	AWARD FEE PROCESS	11
4.1	Available Award Fee Pools	11
4.2	Establishing Performance Elements/Criteria	12
4.3	Expectations Letter	12
4.4	Mid-term Evaluation	13
4.5	Contractor Assessments	13
4.6	Award Fee Determination	13
4.7	Award Fee Reallocation	14
4.8	Unearned Award Fee	14
4.9	Award Fee Periods	14
4.10	Payment of Final Award Fee	14
4.11	Notification of Award Fee Earned	14
4.12	2 Unilateral Changes	14
4.13	Base Fee	15
4.14	Rating Plan	15
5.0	CONTRACT TERMINATION	15
ANNE	EX 1: AWARD FEE ORGANIZATION	17
ANNI	EX 2: AWARD FEE SCORING STANDARD	18
ANNI	EX 3: AWARD FEE PERFORMANCE ELEMENTS	19
ANNI	EX 4: AWARD FEE CRITERIA	20
Peri	iod 1 CLIN 0100 Award Fee Criteria	20

1.0 INTRODUCTION

This award fee plan (AFP) is the basis for the evaluation of the Contractor's performance and for presenting an assessment of that performance to the Missile Defense Agency (MDA) Fee Determining Official (FDO) on the Ground-based Midcourse Defense (GMD) Next Generation Interceptor (NGI) All-Up-Round (AUR) Contract. This plan establishes (a) the responsibilities of an Award Fee Review Board (AFRB); (b) the method to develop criteria and measure Contractor performance; and (c) the process for evaluating Contractor performance and determining fee earnings. The determinations and the methodology for determining award fee criteria for each period are unilateral decisions made solely at the discretion of the Government by the MDA FDO.

2.0 ORGANIZATION

The Award Fee organization consists of the FDO, an Award Fee Review Board (AFRB), AFRB Chairperson, a recorder, performance monitors, and advisory members. The FDO, and AFRB members (voting and non-voting) are listed in Annex 1.

3.0 RESPONSIBILITIES

3.1 Fee Determining Official (FDO) will:

- a. Approve the AFP.
- b. Appoint AFRB members.
- c. Issue award fee expectations letters to the Contractor No Later Than (NLT) 15 days calendar days prior to the start of the AF review period
- d. Ensure the award fee decision process is thorough and fair.
- e. Determine end of period scores and the amount of fee earned.
- f. Provide the Contractor a written award fee decision that specifies the amount of fee earned and addresses the Contractor's strengths and weaknesses for the evaluation period.
- g. Direct the Contracting Officer to make changes to the AFP as necessary.
- h. Ensure that contract performance feedback is provided to the contractor, at a minimum, during the mid-term assessment and at the end of each AF period.

3.2 Director for Acquisition (DA) will:

- Participate in the AFRB as a non-voting member to advise the AFRB on acquisition issues relating to AFRB proceedings and recommendations related in relevance to award fee
- b. Review and coordinate FDO expectations letters, determination letters, and award fee plan updates to ensure consistent application of award fee policy and processes

3.3 General Counsel (GC) will:

- a. Participate in the AFRB as a non-voting member to advise the AFRB Chair on legal issues relating to AFRB proceedings and recommendations.
- b. Advise the FDO on the legal sufficiency of award fee determinations.
- c. Review FDO expectations letters and determination letters

3.4 AFRB Chair will:

- a. Chair the AFRB.
- b. Present a report (may be in the form of a briefing) to the FDO of the AFRB proceedings and recommendations for the AF criteria, weights, scores and emphasis areas.
- c. Recommend expectations letters and AFP updates to the FDO at least 30 calendar days before the start of the upcoming award fee period.
- d. Approve and issue a mid-term award fee assessment letter to the contractor and provide a copy to the FDO. Notify the FDO on interim award fee assessments of adjectival ratings of "Good" or below.
- e. Provide the FDO and FDO Advisory Panel with the recommended end of period award fee assessment at least 30 calendar days after the end of the rated period.
- f. Ensure the Contractor Performance Assessment Report System (CPARS) assessment and award fee evaluation are in alignment.
- g. Appoint performance monitors.
- h. Recommend AFRB members to the FDO.

3.5 Award Fee Review Board (AFRB) will:

- Evaluate and vote on contractor performance assessments in accordance with the AFP.
- b. Recommend a mid-term/interim award fee assessment to the AFRB Chair.
- c. Convene no later than 40 business days after the close of the award fee period.
- d. Recommend award fee ratings and criteria weight to the AFRB Chair.
- e. Recommend the criteria, percentages, and emphasis areas for the next award fee period.

3.6 Procuring Contracting Officer (PCO) will:

- a. Ensure that implementation and execution of the AFP is consistent with acquisition regulations and contract terms and conditions.
- b. Modify the contract to incorporate the FDO's fee decision within five business days.
- c. Ensure signed AF contract documentation is filed in the contract file (e.g., FDO expectation letters and determination letters).
- d. Perform an analysis of appropriate fee distribution to ensure at least 40% of the AF is available for the final evaluation. This is so that the AF is appropriately distributed over all evaluation periods to incentivize the contractor throughout performance of the contract.
- e. Modify the contract to incorporate changes to the AFP.
- f. Be the program office point of contact for AF-related inquiries and data calls.

3.7 General Counsel (GC) will:

- a. Participate in the AFRB as a non-voting member to advise the AFRB Chair on legal issues relating to AFRB proceedings and recommendations.
- b. Advise the FDO on the legal sufficiency of award fee determinations.
- c. Review FDO expectations letters and determination letters

3.8 Performance Monitors will:

- a. Conduct fair and accurate assessments of the contractor's performance in accordance with the contract requirements, the AFP, and the AF period expectations letter.
- b. Maintain written records of the Contractor performance in their assigned evaluation areas.
- c. Maintain frequent communication with Contractor concerning progress towards achieving AF criteria
- d. Prepare, at a minimum, interim and end-of-period evaluations addressing the Contractor's weaknesses and strengths.
- e. Recommend changes to the AFP and expectations letter, as needed.

3.9 The Defense Contract Management Agency (DCMA) will:

- a. Participate as a voting member of AFRBs for those programs covered by the BMDS overarching MOA between MDA and DCMA.
- b. Conduct an independent assessment of the Contractor's performance IAW the AFP criteria and expectations letter, and provide results to the AFRB.

3.10 AFRB Recorder will:

- a. Facilitate the AFRB process.
- b. Assist and schedule award fee activities, such as expectations letters, AFRBs, and FDO briefings, to ensure timely award fee determinations.
- c. Attend expectations letter and FDO briefings; and participate on the AFRBs.
- d. Collect and maintain pertinent award fee metrics and trend data.
- e. Document the proceedings of the AFRB; including AFRB activities, attendance, meeting minutes, and action items.
- f. Retain for record all AF-related documentation
- g. Support AFRB meetings by documenting for each criterion (a) the adjectival rating; (b) examples and explanation supporting the adjectival rating; and (c) whether the contractor performance improved or worsened since the mid-term evaluation.
- h. Collect and maintain pertinent award fee metrics and trend data.
- Serve as the focal point for staffing and coordination of award fee determination and findings, expectations letter, AFP updates, and AFRB recommendations to the FDO and coordination to DA and GC.
- j. Train AFRB members as required.

4.0 AWARDFEE PROCESS

4.1 Available Award Fee Pools

The available award fee pools for each evaluation period are shown in the Section J Attachment J-XX, "Award Fee Tables." These award fee pools are established for CLINs 0100/1100 Systems Engineering and Program Management.

After the contract is awarded, any proposal resulting from either a Change Order pursuant to the Changes Clause of the contract, a Request for Equitable Adjustment or a Request for Proposal from a PCO, shall include the proposed distribution of the available award fee dollars associated with the CLINs and evaluation periods affected by the change. If a Contract Change Proposal

(CCP) is issued as an undefinitized change order and the definitization takes place after a specific award fee period determination has been made, then the impact of the change will increase or decrease the available pool for that period. The impacts will then be multiplied by the FDO's fee determination (percentage) for that period to determine the adjustment to the award fee earned and unearned for that specific award fee period. The available award fee shall be distributed to ensure at least 40% of the award fee is available for the final award fee period, IAW Defense Federal Acquisition Regulation Supplement (DFARS) 216.405-2.

4.2 Establishing Performance Elements/Criteria

The award fee performance elements to be evaluated and which constitute the baseline structure of this AFP are provided in Annex 3. The four Performance Elements are Contract Performance, Key Events, Quality and Mission Assurance, and Programmatic Elements of Value (PEV). The evaluation criteria for each performance element will be established and evaluated for results rather than activity and to incentivize performance at levels exceeding satisfactory range. Annex 4 contains the FDO approved award fee criteria. With the exception of the first period, Award Fee criteria will be established in the FDO expectation letter prior to the start of the evaluation period IAW this award fee plan and incorporated via unilateral contract modification in Annex 4.

When applicable, fee reallocation pursuant to the section titled "Award Fee Reallocation", may result in new criteria or be subject to the criteria established for the award fee period for its related CLIN.

Performance elements will be evaluated relative to the criteria as stated in the FDO expectation letter, contract compliance, and corporate best practices. Annex 4 will provide the specific elements/criteria for each award fee period. Criteria for each performance element is intended to include metrics that have been developed after the FDO establishes each period's award fee criteria. These developed metrics enable the Government to track progress towards emphasis areas in the FDO's award fee expectations letter(s). The established criteria will be evaluated using these specific metrics identified and documented for each criterion.

4.3 ExpectationsLetter

A signed expectation letter, detailing the Agency's expectation for the Contractor's performance, must be presented to the Contractor, at least 15 calendar days prior to the beginning of each new award fee period. In addition to the performance elements and evaluation criteria, the FDO may include focus area criteria. The purpose of the FDO focus pool is to incentivize the contractor's response to emerging issues and capturing opportunities. The expectations letter will:

- a. Contain criteria that clearly define MDA's expectations of the Contractor and the percentages of fee being allocated.
- b. Identify special focus areas for the applicable award fee period.
- c. Address cost, schedule, and performance risk as applicable.
- d. Emphasize the Contractor's adherence to corporate best practices.
- e. Be incorporated into the award fee plan by reference. In the event of a discrepancy between the expectations letter and the award fee plan, the expectations letter will take precedence.

The FDO retains the right to unilaterally allocate the percentages of fee tied to award fee criteria prior to the start of each fee period.

4.4 Mid-term Evaluation

The AFRB Chairperson will provide a mid-term evaluation letter to the Contractor that will address the Contractor's strengths and weaknesses noted within the current period with emphasis on areas needing improvement or corrective action, if any. The AFRB Chairperson may also issue letters at any time when it is deemed necessary to identify areas of Government concern.

4.5 Contractor Assessments

MDA prohibits contractor self-assessment, but does support the communication of performance throughout the AFRB process. Feedback should be continuous effort and may be either formal or informal. Feedback may be provided during technical level communications, NGI Program Manager discussions/meetings, GM Program Director discussions/meetings, and written correspondence. The contractor's PM must attend an AFRB - Contractor Session prior to the AFRB Chair submitting recommendations to the FDO. The Contractor will be provided the opportunity to present information and ask questions during the AFRB -Contractor Session.

4.6 Award Fee Determination

The FDO will determine the award fee amounts earned as a percentage of the available award fee pools for each award fee period. The determination will consider the contractor's strengths and weaknesses and the AFRB evaluation. The determination will follow the Award Fee Scoring Standard in Annex 2 and will be based upon performance measured against established criteria and the FDO's judgment.

The FDO may elect to mitigate the final results of the AFRB recommendations. Mitigation is intended to provide a strategic and balanced assessment of overall cost, schedule and technical delivery of products. Mitigation is the upward or downward adjustment of the award fee score on any criteria metric based upon a qualitative assessment of how the contractor performed, balancing cost, schedule and technical performance in the execution of the program. Upward mitigation may be done to acknowledge success in how a contractor performed even if not all of the criteria are met. Mitigation may also occur if unforeseen circumstances prevent the contractor from achieving the criteria. Downward mitigation may be done if the contractor met the criteria but significantly impacted the cost, schedule or technical aspects or fails to make adequate progress toward achieving intended results expected for the rating period. Mitigation reasoning will be explained and documented at each AFRB. The AFRB recommends scores and mitigations, but only the FDO may approve final mitigation. This definition in no way supersedes FAR PART 16.4 scoring standards and principles which are primary.

The FDO determination letter will provide the final award fee scores and amounts earned. The Contractor is ineligible for award fee earnings if the overall cost, schedule, and technical performance in the aggregate is below satisfactory IAW FAR 16.401(e)(2).

The determination and the methodology for determining earned award fee amounts are unilateral decisions made solely at the discretion of the Government, subject to the Disputes clause of the contract.

4.7 Award Fee Reallocation

As part of the award fee determination process, the FDO may bilaterally reallocate award fee from a current evaluation period to a subsequent evaluation period due to program changes, or delayed events, which are beyond the control or fault of the Contractor. If an award fee is reallocated from a current period, the details of the reallocation decision will be documented in conjunction with FDO decisions and will be provided to the PCO to become part of the official contract file.

Delayed award fee events, which are reallocated to a subsequent period, will be documented in the FDO's Expectation Letter prior to the beginning of that period. Additionally, Section J Attachment J-XX, "Award Fee Tables" will be updated via contract modification.

4.8 Unearned Award Fee

Unearned award fee will be removed from the contract value by decreasing the Award Fee CLIN (0100/1100) in Section B of the contract and updated in Section J Attachment J-XX, "Award Fee Tables".

4.9 Award Fee Periods

Unless specifically identified herein, this AFP provides for, but is not restricted to, annual performance evaluation periods. Award fee periods will be based on a Fiscal Year basis. The first and final award fee periods may be more or less than one year.

4.10 Payment of Final Award Fee

The final award-fee payment will be consistent with the fee-determining official's final evaluation of the contractor's overall performance against the cost, schedule, and performance outcomes specified in the award-fee plan.

4.11 Notification of Award Fee Earned

The FDO will transmit a letter to the Contractor with the final award fee determination and an evaluation report after each period. The award fee earned amount shall be payable upon submission of the fee voucher. The Contractor shall not submit a voucher for Award Fee prior to receiving the FDO's determination letter. The FDO's determination as to the amount of fee earned shall be unilateral and final, subject to the Disputes clause of the contract.

Award fee earned by the Contractor, as determined by the FDO will be incorporated in the contract via a unilateral contract modification to the Section J Attachment J-XX, "Award Fee Tables", within five business days after the FDO decision.

4.12 Unilateral Changes

The Government may unilaterally change award fee criteria and evaluation percentages, within the limitations set forth in sections titled "Establishing Performance Elements/Criteria" and "Expectations Letter", by providing written notice via an expectation letter to the Contractor 15 days prior to the beginning of the evaluation period in which such change becomes effective. Incorporating the evaluation criteria and percentages provided to the Contractor in the

expectations letter in Annex 4 will be unilateral prior to the start of each evaluation period. The Government may also adjust fee amounts as set forth in sections titled "Award Fee Reallocation" and "Unearned Award Fee" of this document. Any changes made to the criteria or percentages provided to the Contractor in the expectations letter, after the start of the period, must be by bilateral contract modification.

4.13 Base Fee

Base fee is determined in Section B of the contract. Any award fee pool earned during an Undefinitized Contract Action (UCA) / Unpriced Change Order (UCO) period will not be paid until after definitization. The Contractor is required to reconcile and adjust the base fee to the definitized value. Base fee may be billed on a monthly basis.

4.14 Rating Plan

The ratings and definitions are contained in Annex 2.

5.0 CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an award fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After termination for convenience, the remaining award fee will be awarded consistent with the termination provisions of the contract.

4 Annexes:

- Award Fee Organization
 Award Fee Scoring Standard
 Award Fee Performance Elements
- 4. Contract Award Fee Criteria

ANNEX 1: AWARD FEE ORGANIZATION

Fee Determining Official:

Program Executive for Ground-based Weapon Systems, MDA/GW

Award Fee Review Board (AFRB) Voting Members:

Chairperson: GMD Program	MDA/GM
NGI Program Manager	GMX/GMY
GMD Technical Director	MDA/GM
GMD Chief Engineer	MDA/GM
Deputy for Program Management and Integration	MDA/GM
Director, GMD Test	MDA/GMT
Director, Systems Engineering	MDA/GME
Director, Business and Financial Management	MDA/GMB
Director, Quality, Safety, & Mission Assurance	MDA/GMQ
Director, GMD Contracts	MDA/GMK
DCMA-Huntsville	DCMA

Award Fee Review Board (AFRB) Non-Voting Members:

Program General Counsel	MDA/GC
Procuring Contracting Officer	MDA/GMK
Director for Acquisition Representative	MDA/GMA
Warfighter Representative	BMDSM
Director, Acquisition Synchronization	MDA/GW
AFRB Recorder	MDA/GMA

Industry Members Non-Voting:

Program Manager CONTRACTOR

Performance Monitors:

Designated Government employees from appropriate technical or programmatic disciplines.

ANNEX 2: AWARD FEE SCORING STANDARD

This rating standard applies to the evaluation of the elements/criteria described in this plan. This plan provides an award fee only for Contractor performance considered satisfactory and above. The Government may use a non-mitigated and a mitigated score in their evaluation. The non-mitigated score reflects the raw evaluation score for each element/criteria. The Government may mitigate that score and will document the mitigation circumstances in their evaluation.

Rating	Points Scored/AF Earned	Scoring Definition
E	91%- 100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
VG	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
G	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
s	Up to 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
U	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

E = Excellent; VG = Very Good; G = Good; S = Satisfactory; U = Unsatisfactory

ANNEX 3: AWARD FEE PERFORMANCE ELEMENTS

Described below are the award fee performance element descriptions.

1. CONTRACT PERFORMANCE ELEMENT

The contract performance element assesses the contractor's performance in program/technical/schedule management, cost management, and small business utilization.

2. KEY EVENTS

The key event performance element assesses the contractor's timely and effective completion of milestones and events essential to successful development of planned capabilities and the overall success of the Missile Defense System (MDS).

3. QUALITY AND MISSION ASSURANCE

The quality and mission assurance performance element assesses the contractor's timely and effective performance of activities critical to successful MDS performance.

4. PROGRAMMATIC ELEMENTS OF VALUE

The Programmatic Elements of Value element assess areas of specific concern to the FDO including but not limited to:

- The contractor's ability to form relationships and work effectively with other contractors supporting the Ground-based Midcourse Defense (GMD) program.
- The contractor's support and effective use of the Government's Integrated Digital Data Environment.

ANNEX 4: AWARD FEE CRITERIA

Period 1 CLIN 0100 Award Fee Criteria

1. CONTRACT PERFORMANCE (25%)

1.A Cost Management:

1.A.I Cost Control: Satisfactory level of performance is the management of total program cost to avoid degradation in cumulative cost performance for the award fee period. As no prior period cost performance data is available, the contractor will be graded against a cost performance index (CPI) of 1.0.

1.B Schedule Health:

- **1.B.I** Complete Program Integrated Master Schedule (IMS): Satisfactory level of performance is an IMS, to include Tier 1 Suppliers' IMS, that represents all authorized work with essential subcontracted or other external work or milestones integrated (excluding level of effort (LOE)),
- **1.B.II** Current Execution Index (CEI): Satisfactory level of performance is an IMS, to include Tier 1 Suppliers' IMS, that measures a CLIN's IMS forecast efficiency, accuracy, & execution to that forecast from month to month.
- **1.B.III Program IMS Quality:** Satisfactory level of performance is an IMS, to include Tier 1 Suppliers' IMS, with fully documented logic (complete & type), and hard constraints identified.
- **1.B.IV IMS Delivered via Government IDDE:** Satisfactory level of performance is the on-time delivery of complete IMS products directly to the IDDE.

1.C Contract Management:

- **1.C.I** Contract Staffing: Satisfactory level of performance is the timely staffing of qualified prime and subcontract personnel sufficient in accordance to contractor's proposed staffing plans included in the proposal.
- **1.C.II** Contract Deliverables: Satisfactory level of performance is the on-time delivery of all contract deliverables.
- 1.C.III Quality and timeliness of other Data Requests: Satisfactory level of performance is the timely submission of ROMs, NTEs, Planning Estimates, Closeout Documentation, Limitation of Funds/Cost Notifications, Requests for Data, and complete and accurate ROMs, NTEs, Planning Estimates, Closeout Documentation, Limitation of Funds/Cost Notifications, Requests for Data
- **1.C.IV** Subcontract Management: Satisfactory level of performance is the effective cost, schedule, performance management of Tier 1 Suppliers

2. **KEY EVENTS (40%)**

- **2.A** Conduct Prime Contractor Integrated Baseline Review (IBR) Satisfactory level of performance is the Contractor's completion of NGI Integrated Baseline Reviews (IBR) IAW MDA Instruction 5004.01-INS no later than one hundred eighty (180) calendar days after contract award for both the prime and subcontractors.
- **2.B** <u>Integrated Product Team (IPT) Performance</u>: Satisfactory level of performance is the Contractor's effective execution of periodic reviews at the IPT level.
- 3. **QUALITY AND MISSION ASSURANCE (0%):** Quality and Mission Assurance assessments are incorporated with and integral to the other criteria and are not independently scored during this award fee period.

4. PROGRAMMATIC ELEMENTS OF VALUE (PEV) (35%)

- **4.A** <u>Contractor Cooperation:</u> Satisfactory level performance is the formation of relationships and the effective cooperation with mission partners including other contractors and stakeholders supporting the Ground-based Midcourse Defense (GMD) program.
- **4.B** <u>Integrate Digital Data Environment (IDDE) Support:</u> Satisfactory level performance is the contractor's support and utilization of the Government's IDDE enabling program execution and project level trades and decisions.

<u>FDO AWARD FEE FOCUS AREA:</u> Develop strategic relationships within the various GM program office directorates as well as other contract partners to improve the effectiveness and efficiency of the NGI program.

- END OF CRITERIA FOR PERIOD 1 CLIN 0100 -

Incentive Fee Plan for the Missile Defense Agency Ground-based Midcourse Defense Next Generation Interceptor

As of December 17, 2020



Ground-based Midcourse Defense Joint Program Office Missile Defense Agency Huntsville, AL 35807-3801

INCENTIVE PLAN SIGNATURE PAGE

PROGRAM: MISSILE DEFENSE AGENCY (MDA) NEXT GENERATION INTERCEPTOR (NGI)

APPROVED BY:

(b)(6)

December 17, 2020

DATE

Program Director,
Ground-based Midcourse Defense

Record of Changes

Release/ Revision No.	Date	Author	A=Add M=Modify D=Delete	Description of Change

TABLE OF CONTENTS

1.0	INTRODUCTION	. 1
1.1	Overview	. 1
1.2	Summary of Incentive Fee CLINs	. 1
1.3	Contract Fee Table Attachment	. 1
1.4	Contract Changes	. 1
1.5	Contract Level Incentive Fee Management	. 1
2.0	COST INCENTIVE	. 2
3.0	PERFORMANCE INCENTIVE	. 3
3.1	Performance Incentives – Base Period	. 3
3.2	Performance Incentives - Option Period 1 (Flight Test Assets and Support)	. 5
4.0	INCENTIVE FEE ADMINISTRATIVE PROCESS	. 8
4.1	Monitoring	. 8
4.2	Reporting	. 8
4.3	Reference Documentation	. 8
4.4	Performance Incentive Fee Authorization Letter	. 8
4.5	Incentive Fee Reallocation	. 8
4.6	Unearned Incentive Fee.	. 8
4.7	Effective Dates	. 8
4.8	Incentive Plan Administrative Changes	. 9
5.0	CONTRACT TERMINATION	. 9
5.1	Termination for Convenience	. 9
5.2	Termination for Default	. 9

1.0 INTRODUCTION

1.1 Overview

The Next Generation Interceptor (NGI) All Up Round (AUR) Contract includes Cost Plus Incentive Fee (CPIF) Contract Line Item Numbers (CLINs) intended to control cost and reward technical and schedule performance.

1.2 Summary of Incentive Fee CLINs

Option	CLIN	TYPE	Scope Description	
Base	0200	CPIF	NGI AUR Development	
Base	0300	CPIF	NGI AUR Software Development	
Base	0400	CPIF	PSE/STE	
Opt	0601	CPIF	NGI AUR Test Article Material – Pre PDR*	
Opt	0602	CPIF	NGI AUR Test Article Material – Post PDR*	
Opt	1101	CPIF	VAFB Test Silo Modifications	
Opt	1200	CPIF	NGI AUR Test Articles (Qty 8)	
Opt	1201	CPIF	NGI AUR Test Articles (Qty 2)	
Opt	1300	CPIF	NGI AUR Software Development	
Opt	1400	CPIF	PSE/STE	

^{*}Note: Incentive fee for CLINs 0601 & 0602, is included in the incentive fee pool for Knowledge Points (KPs) #4-6. In the event the Option 1 CLINs (1xxx) are not exercised, the Government will only pay minimum fee on CLINs 0601 & 0602

1.3 Contract Fee Table Attachment

All KP completion target dates and a record of incentive fee available and earned is recorded in the Contract Fee Table attached to his Incentive Fee Plan.

1.4 Contract Changes

Notwithstanding any other Incentive Plan provision contained herein, the Procuring Contracting Officer (PCO) may make an equitable adjustment of CLIN value in accordance with (IAW) the NGI Contract. The PCO can adjust the Incentive Fee Pool based on program changes (e.g., budget impacts, schedule changes, requirement changes, etc.) in conjunction with negotiation of an appropriate change proposal, via a bilateral contract modification. Fee adjustments due to contract changes will be made prospectively – previously adjudicated milestones will not be adjusted and fee adjustments will be allocated to remaining milestones.

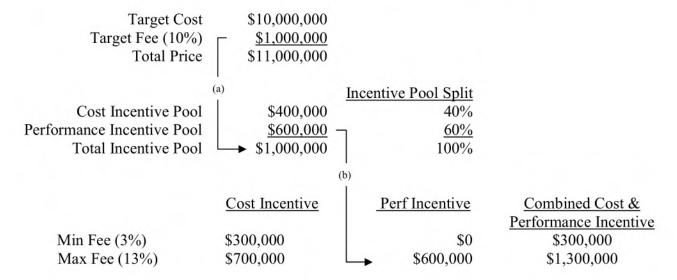
1.5 Contract Level Incentive Fee Management

The total performance incentive fee pool is managed at the contract level for the Base and Option 1 periods, rather than the individual CLIN level. The Cost incentive fee pool is managed at the individual CLIN level. The total incentive fee pool (100%) will be divided between a Cost Incentive and a Performance Incentive (ratio identified for each CLIN in Section B) and is subject to change based on contract modifications.

The Criteria for the Performance Incentive fee determination are in Section 3 of this plan.

The NGI Contractor's performance will be measured, reported, validated, and rewarded when appropriate. The earned amount of the Performance Incentive Fees shall depend on the Contractor's performance.

The following table provides sample calculations associated with completing the CPIF CLINs in Section B:



- Once Target Cost and Fee are calculated, multiply the Target Fee by the corresponding Incentive Pool split percentage
- Target Fee = Total Incentive Fee Pool (a)
- Min/Max Cost Incentive Fee percentages:
 - Calculated based on Target Cost
 - o Pertains only to the Cost Incentive Fee Pool
 - Determined by the Contractor
- Combined Maximum Incentive Fee = 100% of the Performance Incentive Fee Pool (b) + the calculated Max Fee for the Cost Incentive Fee Pool

2.0 COST INCENTIVE

- **2.1** The portion of the total incentive fee allocated to the cost incentive pool will be earned and paid IAW FAR Clause 52.216-10, NGI Section B, and the Incentive Fee Plan. Fee billing is subject to withhold requirements as specified in FAR Clause 52.216-10. Incentive fee billing shall be IAW the terms of the NGI contract.
- **2.2** A final adjustment of the cost incentive fee for CPIF CLINs will occur at the completion of each CPIF CLIN. A final Overrun/Underrun calculation will be based upon actual allowable costs compared to Target Cost IAW FAR 52.216-10.
- **2.3** The Minimum and Maximum fee constraints shall apply to the final Cost Incentive Fee calculation and an overpayment of the Cost Incentive Fee by the Government will result in a

fiscal liability of the Contractor to reimburse the Government for the full amount of any overpayment.

2.4 Cost/Performance Incentive Ratios, Share Ratios and Minimum and Maximum Fees for each CPIF CLIN are reflected in Section B of the contract.

3.0 PERFORMANCE INCENTIVE

The portion of the total incentive fee allocated to the Performance Incentive Fee pool will be used to incentivize completion of key criteria associated with the KPs identified in the Statement of Work (SOW) Section 2.1. The Performance Incentive Fee calculation will be determined upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1 for each performance incentive period. Unearned Fee will not be carried forward into subsequent performance periods. However, the Contracting Officer may unilaterally reallocate incentive fee from one milestone to another due to program changes, natural disasters, delays, or missed events which are beyond the control or fault of the NGI Contractor.

Cost/Performance Incentive Ratios for each CPIF CLIN are reflected in Section B of the contract.

3.1 Performance Incentives – Base Period

During the base period, the Performance Incentive Fee will be used to incentivize the NGI Contractor to complete key criteria defined within KPs 1 through 3, as defined the SOW Section 2.1. The Government intends to pool the total performance incentive fee for CLINs 0200, 0300 and 0400 and allocate that pool to the base period KPs as follows:

Activity	Incentive Fee Percentage
Knowledge Point #1 – Preliminary Design Rreview	25%
Knowledge Point #2 – Subassembly Qualification	15%
Knowledge Point #3 – Critical Design Review	60%
Total	100%

3.1.1 Knowledge Point #1 (25%)

Knowledge Point #1 represents 25% of the Base Period performance fee pool. All Knowledge Point #1 criteria shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with the SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP 1 – 25%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #1 Criteria is detailed in Section 2.1 of the SOW.

3.1.2 Knowledge Point #2 (15%)

Knowledge Point #2 represents 15% of the Base Period performance fee pool. All Knowledge Point #2 criteria shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP #2 – 15%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #2 Criteria is detailed in Section 2.1 of the SOW.

3.1.3 Knowledge Point #3 (60%)

Knowledge Point #3 represents 60% of the Base Period performance fee pool. All Knowledge Point #3 criteria shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP #3 – 60%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #3 Criteria is detailed in Section 2.1 of the SOW.

3.2 Performance Incentives – Option Period 1 (Flight Test Assets and Support)

During the first option period, the Performance Incentive Fee is used to incentivize the NGI Contractor to complete key criteria defined within KPs 4 through 6, and deliver the remaining NGI AUR Test Articles, as defined the SOW Section 2.1. The Government intends to pool the total performance incentive fee for CLINs 0601 (if exercised), 0602 (if exercised), 1101 (if exercised), 1200, 1201 (if exercised), 1300, and 1400 and allocate that pool to the option period KPs and test article deliveries as follows:

Activity	Incentive Fee Percentage
Knowledge Point #4 – AUR Qualification	10%
Knowledge Point #5 – Other Remaining KP Criteria	10%
Knowledge Point #5 – FTG #1 Intercept Test	25%
Knowledge Point #6 - Other Remaining KP Criteria	10%
Knowledge Point #6 – FTG #2 Intercept Test	20%
Salvo Intercept Test	20%
Delivery of Remaining Test Units	5%
Total	100%

3.2.1 Knowledge Point #4 (10%)

Knowledge Point #4 represents 10% of the Option Period performance fee pool. All Knowledge Point #4 criteria shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP #4 – 10%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #4 Criteria is detailed in Section 2.1 of the SOW.

3.2.2 Knowledge Point #5 (10%)

Knowledge Point #5 represents 10% of the Option Period performance fee pool. Knowledge Point #5 includes delivery of the flight test article and all of Knowledge Point #5 criteria, minus completion of the intercept flight test. All of Knowledge Point #5 criteria, minus completion of the intercept flight test, shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP #5 – 10%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #5 Criteria is detailed in Section 2.1 of the SOW.

3.2.3 Knowledge Point #5 – Intercept Test (25%)

Knowledge Point #5 – Intercept Test represents 25% of the Option Period performance fee pool. Knowledge Point #5 – Intercept Test includes only completion of the intercept flight test. The intercept flight test shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon successful completion of test objectives. If the intercept test is unsuccessful, performance fee will not be allocated.

3.2.4 Knowledge Point #6 (10%)

Knowledge Point #6 represents 10% of the Option Period performance fee pool. Knowledge Point #6 includes delivery of the flight test article and all of Knowledge Point #6 criteria, minus completion of the intercept flight test. All Knowledge Point #6 criteria, minus completion of the intercept flight test, shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon delivery and acceptance of the KP Closure Report IAW with SOW Section 2.1. Performance Incentive is earned based on satisfying all criteria for the KP earlier, on-time, or later than the approved baseline execution schedule, IAW the following table:

Completion date compared to Contractor-proposed Milestone Schedule	Incentive Fee Percentage For KP #6 – 10%
12 Months early	100%
On-time delivery	50%
12 Months late	0%

On time delivery will result in the Contractor earning 50% of the Performance Incentive Fee pool. Twelve months early will result in the Contractor earning 100% of the Performance Incentive Fee pool. Twelve months late will result in the Contractor earning 0% of the Performance Incentive Fee pool. Each month, early or late, will be prorated at the last business day of the month. Knowledge Point #6 Criteria is detailed in Section 2.1 of the SOW.

3.2.5 Knowledge Point #6 – Intercept Test (20%)

Knowledge Point #6 – Intercept Test represents 20% of the Option Period performance fee pool. Knowledge Point #6 – Intercept Test includes only completion of the intercept flight test. The intercept flight test shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon successful completion of test objectives. If the intercept test is unsuccessful, performance fee will not be allocated.

3.2.6 Salvo – Intercept Test (20%)

Salvo – Intercept Test represents 20% of the Option Period performance fee pool. Salvo – Intercept Test includes only completion of the alvo – Intercept Test. The Salvo – Intercept Test shall be fully and successfully completed IAW the Government approved baseline execution schedule. Performance fee will be allocated upon successful completion of test objectives. If the Salvo – Intercept Test is unsuccessful, performance fee will not be allocated.

3.2.7 Delivery of remaining flight test units (5%)

Delivery of remaining flight test units represents 5% of the Option 1 performance fee pool. Performance Incentive will be earned based on delivery of the remaining NGI Test Articles after the required flight tests allocated in Option 1 are completed. The single event for successful completion of delivery of remaining flight test units is a DD250 signed by the Government.

4.0 INCENTIVE FEE ADMINISTRATIVE PROCESS

4.1 Monitoring

The Program Director/Program Manager will conduct all contract incentive assessments and determinations in accordance with the contract and contract incentive plan requirements. Contracting Officer Representative(s) (CORs) / Contracting Officer Technical Representative(s) (COTRs) and Performance Monitors will continuously surveil the performance of the NGI Contractor by using methods and criteria defined herein and execute responsibilities referenced in this Incentive Fee Plan.

4.2 Reporting

MDA (designated Performance Monitor(s) and designated COR or COTR) will surveil and report on the Performance criteria. The representatives will use, but not be limited to, the Integrated Digital Environment (IDE), Technical Interchange Meetings (TIMs) / programmatic or engineering-related meetings, applicable Contract Data Requirements List (CDRLs) / reports / documentation / plans, and appropriate surveillance methods (i.e., IDE scripts, reports, continuous inspection, analysis, reviews).

4.3 Reference Documentation

Reference documentation includes, but is not limited to the NGI SOW and applicable CDRLs.

4.4 Performance Incentive Fee Authorization Letter

The Contracting Officer will prepare and provide the Performance Incentive Fee Authorization Letter to the Contractor authorizing billing of the Performance Incentive Fee. The letter shall include the earned level and the Earned Performance Incentive Fee for each Performance Incentive Fee Item, and Total Earned Performance Incentive Fee. The NGI Contractor shall not bill for Performance Incentive Fee until authorized in writing by the Contracting Officer.

4.5 Incentive Fee Reallocation

As part of the incentive fee determination process, the Contracting Officer, with concurrence from the GM PD, may unilaterally reallocate incentive fee from one milestone to another due to program changes, natural disasters, delays, or missed events which are beyond the control or fault of the NGI Contractor.

4.6 Unearned Incentive Fee

Unearned incentive fee will be removed from the contract value by decreasing the appropriate CLIN(s).

4.7 Effective Dates

This Incentive Plan is effective for the entire remaining contract period of performance, unless a written contract modification is issued by the Contracting Officer effecting changes.

4.8 Incentive Plan Administrative Changes

The Contracting Officer will notify the Contractor in writing of any proposed changes to the Incentive Plan not less than 15 days prior to any changes to the plan. The revised Incentive Plan shall take effect on the subsequent performance CLINs after contract modification. Changes to the Incentive Plan after contract award will be subject to bilateral negotiations.

5.0 CONTRACT TERMINATION

5.1 Termination for Convenience

In the event of contract Termination for Convenience, the Performance Incentive Fee period in which termination occurs shall end, and the fee process shall be implemented as if the period had been completed. The Government will evaluate the NGI Contractor's performance for the period in which the termination occurs and the amount of fee will be adjusted, based upon the amount of work completed as determined by the Contracting Officer IAW Federal Acquisition Regulation (FAR) 52.249-6 Termination (Cost-Reimbursement).

5.2 Termination for Default

In the event of contract Termination for Default, the Performance Incentive Fee is payable IAW FAR 52.249-6 *Termination (Cost-Reimbursement)*.

Attachment 1: Contract Fee Table

TO BE COMPLETED AT CONTRACT AWARD

Page 0367 of 1191

Page 0368 of 1191

Page 0369 of 1191

Page 0370 of 1191

Page 0371 of 1191

Page 0372 of 1191

Page 0373 of 1191

Page 0374 of 1191

Page 0375 of 1191

Page 0376 of 1191

Page 0377 of 1191

Page 0378 of 1191

Page 0379 of 1191

Page 0380 of 1191

Page 0381 of 1191

Page 0382 of 1191

Page 0383 of 1191

Page 0384 of 1191

Page 0385 of 1191

Page 0386 of 1191

Page 0387 of 1191

Page 0388 of 1191

Page 0389 of 1191

Page 0390 of 1191

Page 0391 of 1191

Page 0392 of 1191

Page 0393 of 1191

Page 0394 of 1191

Page 0395 of 1191

Page 0396 of 1191

Page 0397 of 1191

Page 0398 of 1191

Page 0399 of 1191

Page 0400 of 1191

Page 0401 of 1191

Page 0402 of 1191

Page 0403 of 1191

Page 0404 of 1191

Page 0405 of 1191

Page 0406 of 1191

Page 0407 of 1191

Page 0408 of 1191

Page 0409 of 1191

Page 0410 of 1191

Page 0411 of 1191

Page 0412 of 1191

Page 0413 of 1191

Page 0414 of 1191

Page 0415 of 1191

Page 0416 of 1191

Page 0417 of 1191

Page 0418 of 1191

Page 0419 of 1191

Page 0420 of 1191

Page 0421 of 1191

Page 0422 of 1191

Page 0423 of 1191

Page 0424 of 1191

Page 0425 of 1191

Page 0426 of 1191

Page 0427 of 1191

Page 0428 of 1191

Page 0429 of 1191

Page 0430 of 1191

Page 0431 of 1191

Page 0432 of 1191

Page 0433 of 1191

Page 0434 of 1191

Page 0435 of 1191

Page 0436 of 1191

Page 0437 of 1191

Page 0438 of 1191

Page 0439 of 1191

Page 0440 of 1191

Page 0441 of 1191

Page 0442 of 1191

Page 0443 of 1191

Page 0444 of 1191

Page 0445 of 1191

Page 0446 of 1191

Page 0447 of 1191

Page 0448 of 1191

Page 0449 of 1191

Page 0450 of 1191

Page 0451 of 1191

Page 0452 of 1191

Page 0453 of 1191

Page 0454 of 1191

Page 0455 of 1191

Page 0456 of 1191

Page 0457 of 1191

COST AND SOFTWARE DATA REPORTING PLAN

		11. WORK BREAKDOWN STRUCTURE (WBS)		12. COST						13. TECHNICAL DATA				
a. WBS	b. WBS		a. ACTUALS TO	b. LEGACY	c. LEGACY	d. LEGACY	e. EAC/FAC	a. QUA	YTITY	b. SRDR	C. R MAINT.			
CODE	LEVEL	c. WBS ELEMENT NAME	DATE (ATD)	1921-1	1921-2	1921-5	(See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	FORMATS	REPAIR			
0	1	Next Generation Interceptor (NGI)									TAKIO			
	2	All Up Round (AUR) Prime Mission Product												
1.1	3	All Up Round (AUR) Common Elements						Х	х					
1.1.1	4	AUR Integration, Assembly, Test, and Checkout												
.1.1.1	5	AUR Prototype Demonstration	X				X							
.1.1.2	5	AUR Integration	×				X							
.1.1.3	5	AUR Design Verification Tests	X				X							
.1.1.4	5	AUR Qualification Tests	X				X							
.1.1.5	5	AUR Special Test Equipment	X				X							
.1.1.6 .1.2	5 4	AUR Survivability Testing AUR Systems Engineering	X X				X X							
1.3	4	AUR Program Management	l â l				x							
.1.4	4	AUR Training	l â				x							
.1.5	4	AUR Data	l â l				x							
.1.6	4	AUR Operational/Site Activation	l x l				x							
.1.7	4	AUR Initial Spares/Repair Parts	l x l				x							
.1.8	4	AUR Logistics Support	x				X							
.1.9	4	AUR System Test and Evaluation	×				X							
.1.10	4	AUR Support Equipment												
.1.10.1	5	AUR Common Support Equipment	l x				x							
.1.10.2	5	AUR Peculiar Support Equipment	x				X							
.1.11	4	AUR Survivability	x				X							
1.1.12	4	AUR Cybersecurity	x				X							
.2	3	Booster					16.00	X	X					
.2.1	4	Booster Common Elements								100				
.2.1.1	5	Booster Integration, Assembly, Test, and Checkout	2000							X				
.2.1.1.1	6	Booster Prototype Demonstration	X				X							
.2.1.1.2	6	Booster Integration	X				X			X				
.2.1.1.3	6	Booster Design Verification Tests	X				х							
.2.1.1.4	6	Booster Qualification Tests	×				X							
1.2.1.1.5	6	Booster Special Test Equipment	l x				X							
1.2.1.1.6	6	Booster Survivability Testing	l x				X			×				
1.2.1.2	5	Booster Systems Engineering	X				X							
1.2.1.3	5	Booster Program Management	X X				X X							
1.2.1.4	5	Booster Training Booster Data	l â				x							
1.2.1.5 1.2.1.6	5 5	Booster Operational/Site Activation	l â l				x			x				
1.2.1.7	5	Booster Initial Spares/Repair Parts	l â				x			^				
1.2.1.8	5	Booster Logistics Support	l â l				x							
1.2.1.9	5	Booster System Test and Evaluation	^				_ ^							
1.2.1.9.1	6	Static Fires 1 n (Specify)	x				x							
1.2.1.9.2	6	Mechanical / Loads Testing	l x				X							
1.2.1.9.3	6	Environmental Testing	l x				x							
.2.1.10	5	Booster Support Equipment					177							
.2.1.10.1	6	Booster Common Support Equipment	x				x							
.2.1.10.2	6	Booster Peculiar Support Equipment	l x				X							
.2.1.11	5	Booster Survivability	x				x							
1.2.1.12	5	Booster Cybersecurity	×				X							
1.2.2	4	Aero Structure (Non Stage Related)	x				x							
1.2.3	4	Stage (1n) Interstage					177	x						
1.2.3.1	5	Stage (1) Interstage												
1.2.3.1.1	6	Stage (1) Interstage Integration, Assembly, Test, and Checkout	×				X							
1.2.3.1.2	6	Structures and Mechanisms	x				х							
1.2.3.1.3	6	Separation Ordnance	x				X							
.2.3.1.4	6	Attitude Control System	l x				X							
.2.3.1.5	6	Interstage Peculiar Avionics	X				X							
.2.3.1.6	6	Cable and Harness Assembly	l x				X							
.2.3.1.7	6	Flight Termination/Mission Termination	X				X							
.2.3.1.8	6	Instrumentation/Telemetry	X				X							
.2.3.1.9	6	Stage (1) Interstage Survivability	X				X							
1.2.3.2	5	Stage (2) Interstage (expand below)	X				X							
1.2.3.n	5	Stage (n) Interstage (expand below)	X				X							
1.2.4	4 4	Other Interceptor Structures	x				х	v						
1.2.5 1.2.5.1	5	Stage (1n)						×						
.2.5.1	6	Stage (1) Stage (1) Integration, Assembly, Test, and Checkout	x				×							
1.2.5.1.1	6	Structures and Mechanisms	^				^							
1.2.5.1.2.1		Conduit Support Set, Raceway	x		1		x	I		1				

		11. WORK BREAKDOWN STRUCTURE (WBS)	12. COST					a. QUA	13. TECHNIC	I	c.
a. WBS CODE	b. WBS LEVEL	c. WBS ELEMENT NAME	a. ACTUALS TO DATE (ATD)	b. LEGACY 1921-1	c. LEGACY 1921-2	d. LEGACY 1921-5	e. EAC/FAC (See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	b. SRDR FORMATS	MAINT. & REPAIR PARTS
1.2.5.1.2.2	7	Insulation	х				×		44		PARIS
.2.5.1.3	6	Propulsion System									l
1.2.5.1.3.1	7	Insulated Case	×				X				l
1.2.5.1.3.2	7	Propellant	x				X				l
1.2.5.1.3.3	7	Operational Pressure Transducer	×				X				l .
1.2.5.1.3.4	7	Ignition Assembly	x				X			1	l
1.2.5.1.3.5	7	Nozzle	x				X				l
1.2.5.1.3.6	7	All-Ordnance Thrust Termination System (AOTTS)	x				X				l
1.2.5.1.4	6	Attitude Control System					12.0				l
1.2.5.1.4.1	7	Thrust Vector Control System	x				X				l
1.2.5.1.4.2	7	Roll Control Subsystem	x				X				l
1.2.5.1.5	6	Stage Peculiar Avionics	x				X				l
1.2.5.1.6	6	Cable and Harness Assembly	x				X				l
1.2.5.1.7	6	Flight Termination/Mission Termination	x				X				l
1.2.5.1.8	6	Instrumentation/Telemetry	x				X				l
1.2.5.1.9	6	Stage (1) Survivability	x				X				l
1.2.5.2	5	Stage (2) (expand below)	X				X				l
1.2.5.n	5	Stage (n) (expand below)	x				X				l
1.2.6	4	Power and Distribution									l
1.2.6.1	5	Power and Distribution Integration, Assembly, Test, and Checkout	x				X				I
1.2.6.2	5	Primary Power	32.7								I
1.2.6.2.1	6	Flight Battery (1n)	x				X				l
1.2.6.3	5	Power Conditioning Electronics	×				X				l
1.2.6.4	5	Distribution Harness	x				X				l
1.2.6.5	5	Power and Distribution Software Release					- 33			X	l
1.2.6.5.1	6	Power and Distribution Software Release (1n)	x				X			X	l
1.2.7	4	Guidance and Control					3.33				l
1.2.7.1	5	Guidance and Control Integration, Assembly, Test, and Checkout	x				X				l
1.2.7.2	5	Guidance Computer	X				X				l
1.2.7.3	5	Guidance Control Electronics	X				X				l
1.2.7.4	5	Navigation/Inertial Measurement Unit (IMU)					1.7%				l
1.2.7.4.1	6	Platform Assembly & Housing	X				X				l
1.2.7.4.2	6	Gyroscopic Instruments or Sensors	X				X				l
1.2.7.4.3	6	Accelerometer Instruments or Sensors	X				X				l
1.2.7.5	5	Guidance and Control Cooling System	X				X				l
1.2.7.6	5	Computer Memory Battery	x				X				l
1.2.7.7	5	Guidance and Control Cables	X				X				l
1.2.7.8	5	Guidance and Control Software Release	480							X	l
1.2.7.8.1	6	Guidance and Control Software Release (1n)	X				X			X	l
1.2.7.9	5	Guidance and Control Survivability	X				X				l
1.2.8	4	Communications									l
1.2.8.1	5	Communications Integration, Assembly, Test, and Checkout	X				X				l
1.2.8.2	5	Antenna Assembly (Specify)	X				X				l
1.2.8.3	5	Transceiver Assembly (Specify)	X				X				l
1.2.8.4	5	Communications Software Release								X	l
1.2.8.4.1	6	Communications Software Release (1n)	x				X			X	l
1.2.8.5	5	Communications Survivability	X				X				l
1.2.9	4	Post Boost/Attitude Control Module (PBACM)						х			
1.2.9.1	5	PBACM Integration, Assembly, Test and Checkout	x				X				
1.2.9.2	5	Structures and Mechanisms	x				X				
1.2.9.3	5	Propulsion System					7.60				I
1.2.9.3.1	6	Axial Engine Subsystem	x				X				I
1.2.9.3.2	6	Attitude Control									
1.2.9.3.2.1	7	Attitude Control Pitch/Yaw Engine	x				X				1
1.2.9.3.2.2	7	Roll Engine	x				X				1
1.2.9.3.3	6	Structure Subsystem	x				X				I
1.2.9.3.4	6	Propellant Storage Assembly Subsystem	28								1
1.2.9.3.4.1	7	Propellant Storage Assembly (Oxidizer)	x				X				I
1.2.9.3.4.2	7	Propellant Storage Assembly (Fuel)	×				X				I
1.2.9.3.5	6	Pressurization Subsystem	x				X				1
1.2.9.4	5	Instrumentation/Telemetry	×				X				I
1.2.9.5	5	PBACM Peculiar Avionics	x				X				
1.2.9.6	5	Cable Assembly	x				X				1
1.2.9.7	5	Flight Termination/Mission Termination	x				x				
1.2.9.8	5	PBACM Survivability	×				X				I
1.2.10	4	Payload Adapter						х			I
1.2.10.1	5	Payload Adapter Integration, Assembly, Test and Checkout	×				x		1		1
1.2.10.2	5	Payload Adapter Structure	x				X		I		
1.2.10.3	5	Payload Ejection Mechanism	x				X				
.2.10.4	5	Payload Adapter Harness	x				X				
.2.10.5	5	Payload Adapter Survivability	l x			I	X				I

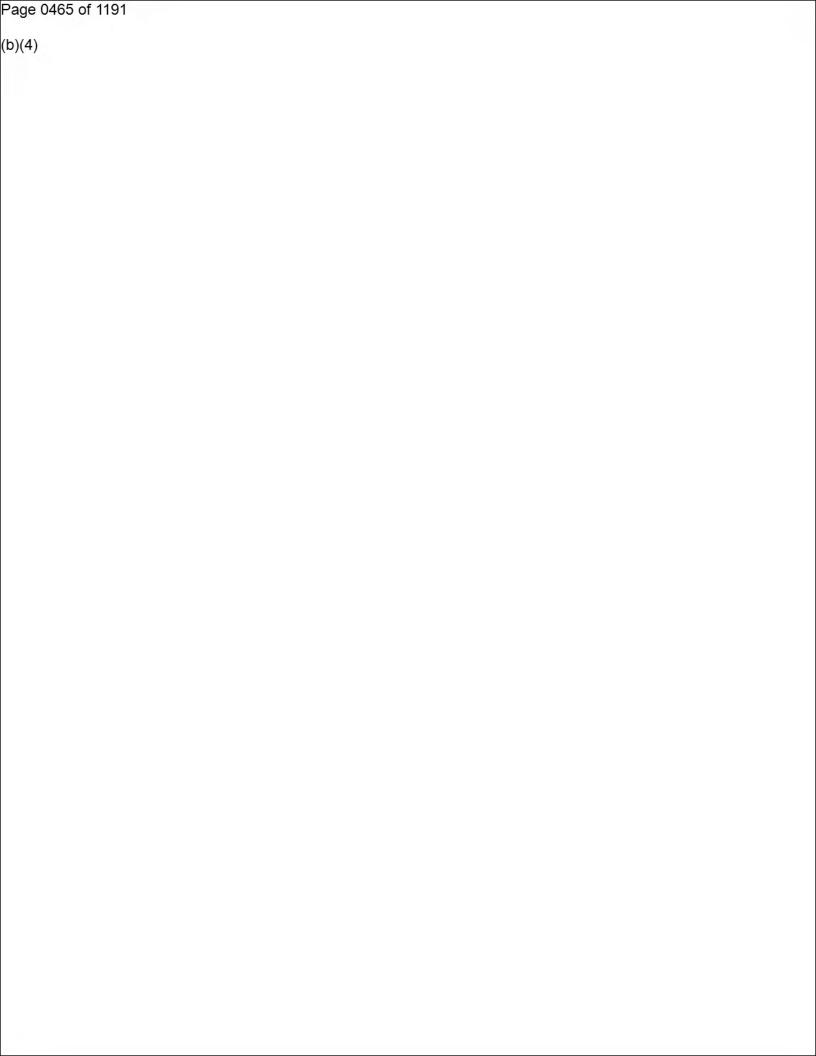
		11. WORK BREAKDOWN STRUCTURE (WBS)		12. COST					13. TECHNICAL DATA		
a. WBS	b. WBS		a. ACTUALS TO	b. LEGACY	c. LEGACY	d. LEGACY	e. EAC/FAC	a. QUA	NTITY	b. SRDR	c. MAINT.
CODE	LEVEL	c. WBS ELEMENT NAME	DATE (ATD)	1921-1	1921-2	1921-5	(See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	FORMATS	REPAIR
3	3	Kill Vehicle					1 1	x	x		
3.1	4	KV Common Elements									
3.1.1	5	KV Integration, Assembly, Test, and Checkout									
.3.1.1.1	6	KV Prototype Demonstration	X				X				
.3.1.1.2	6	KV Integration	X				X				
.3.1.1.3	6	KV Design Verification Tests	X				X				
1.3.1.1.4	6	KV Qualification Tests	X				X				
1.3.1.1.5	6	KV Special Test Equipment	X	\\\\\			X				
1.3.1.1.6	6	KV Survivability Testing	X				X				
1.3.1.2	5	KV Systems Engineering	X				X				
1.3.1.3	5	KV Program Management	X				X				
1.3.1.4	5	KV Training	X				X				
1.3.1.5	5	KV Data	X				X				
1.3.1.6	5	KV Operational/Site Activation	X				X				
1.3.1.7	5	KV Initial Spares/Repair Parts	X				X				
1.3.1.8	5	KV Logistics Support	X				X	1			
1.3.1.9	5	KV System Test and Evaluation	x				X				
1.3.1.10	5	KV Support Equipment									
1.3.1.10.1	6	KV Common Support Equipment	X X				X X				
1.3.1.10.2	6	KV Peculiar Support Equipment						x			
1.3.1.11 1.3.1.12	5 5	KV Survivability	X				X				
1.3.1.12		KV Cybersecurity	X				x				
	4	Kill Vehicles Mechanical Structure	"					1			
1.3.2.1	5	KV Mechanical Structure Integration, Assembly, Test, & Checkout KV Hamesses	X				X X				
1.3.2.2 1.3.2.3	5	KV Harnesses KV Adapter	X X				x				
			l â								
1.3.2.4 1.3.2.5	5 5	KV Structure and Static Ballast KV Structure and Static Ballast Survivability	l â				X X	1			
1.3.2.3	4	Divert and Attitude Control System (DACS)	_ ^				^	1			
1.3.3.1	5	DACS Integration, Assembly, Test, & Checkout	x								
1.3.3.1	5	DACS Integration, Assembly, Test, & Checkout DACS Structural and Mechanical system	l â				X X	1			
1.3.3.3	5	Divert Subsystem	x				x				
1.3.3.4	5	Pressurization System	x				x				
1.3.3.5	5	Attitude Control System	l â				l â				
1.3.3.6	5	Propellant/Tank	l â				l â				
1.3.3.7	5	Controller Electronics	l â				ı î				
1.3.3.8	5	DACS Software Release	x				x	l .		×	l
1.3.3.9	5	DACS Survivability	x				x			^	l
1.3.4	4	Power and Distribution	_ ^				^	l .			
1.3.4.1	5	Power and Distribution Integration, Assembly, Test and Checkout	x				x	1			
1.3.4.2	5	Power System and Batteries	x				x				
1.3.4.3	5	Power Conditioning Electronics	x				x	1			
1.3.4.4	5	Distribution Harness	x				x	1			
1.3.4.5	5	Power and Distribution Survivability	x				x	1			
1.3.5	4	Guidance and Control Processing	^				^	1			
1.3.5.1	5	Guidance and Control Processing Guidance and Control Processing Integration, Assembly, Test, and Checkout	x				x				
1.3.5.2	5	Seeker Assembly	_ ^ _				_ ^				
1.3.5.2.1	6	Seeker Integration, Assembly, Test and Checkout	x				x				
1.3.5.2.2	6	Optical Telescope Assembly	x				x				
1.3.5.2.3	6	Focal Plane Array	x				x				
1.3.5.2.4	6	Cooling Assembly	x				x				
1.3.5.2.5	6	Electronics	x				x				
1.3.5.2.6	6	Gimbal Assembly	x				x				1
1.3.5.2.7	6	Seeker Software Release 1n	x				x			x	
1.3.5.3	5	Guidance and Control Processor	x				x			_ ^	
1.3.5.4	5	Guidance and Control Processing Software								x	1
1.3.5.4.1	6	Guidance and Control Processor Software Release 1n	x				x		I	x	1
1.3.5.5	5	Guidance and Control Processing Survivability	x				x				1
1.3.6	4	Reserved	x				X				
1.3.7	4	Reserved	x				x				
1.3.8	4	Navigation (IMU)						x			
1.3.8.1	5	Navigation Integration, Assembly, Test and Checkout	x				x	_ ^			
1.3.8.2	5	IMU Assemblies	x				x				
1.3.8.3	5	Navigation Software Release 1n	x				x			x	1
1.3.8.4	5	IMU Survivability	x				x				
.3.9	4	Communications	1 ^				_ ^	x			
1.3.9.1	5	Communications Integration, Assembly, Test and Checkout	x				×	l ^			
1.3.9.2	5	Communications Subsystem	x				x				
1.3.9.3	5	Antenna Assembly	x				x				
.3.9.4	5	Communications Software Release	x				x	1		×	1
		Communications Surivability	x			1	x	I	1	1 ^	I

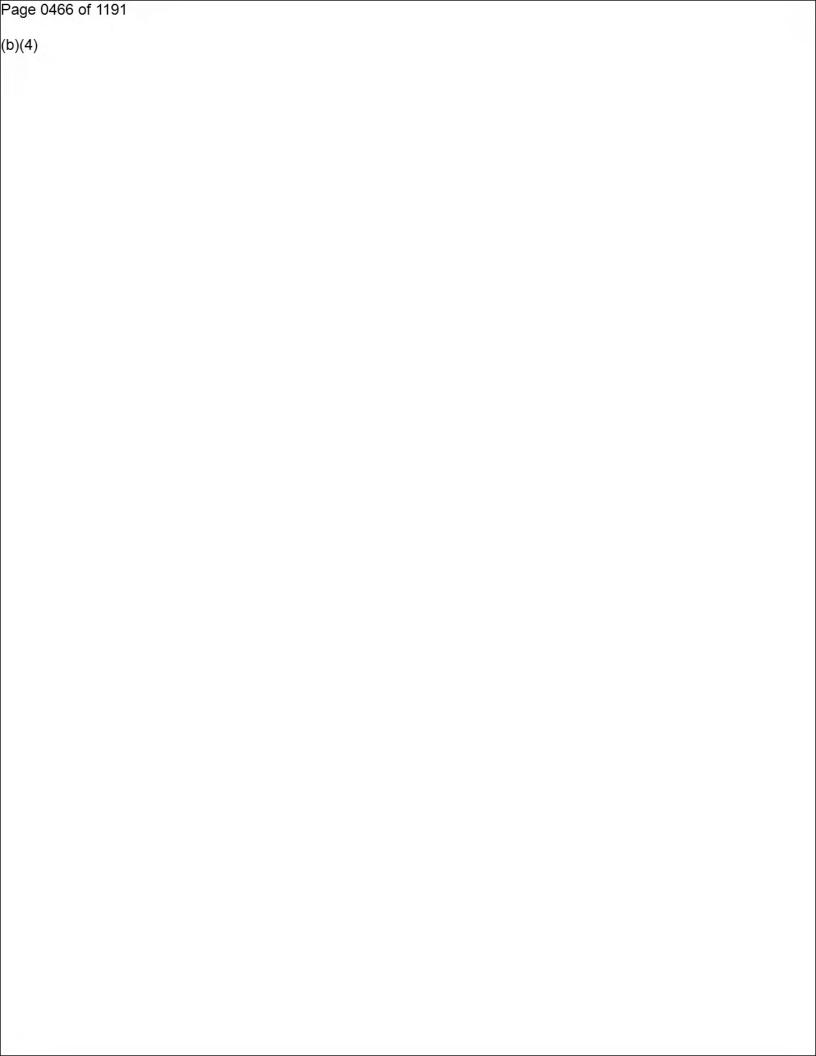
		11. WORK BREAKDOWN STRUCTURE (WBS)		12. COST						13. TECHNICAL DATA			
a. WBS	b. WBS	c. WBS ELEMENT NAME	a. ACTUALS TO					a. QUA		b. SRDR	c. MAINT. &		
CODE	LEVEL	C. WDS ELEMENT NAME	DATE (ATD)	1921-1	1921-2	1921-5	(See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	FORMATS	REPAIR PARTS		
.3.10	4	Dynamic Ballast System					5-1						
1.3.10.1	5	Dynamic Ballast System Integration, Assembly, Test and Checkout	X				X						
1.3.10.2	5	Dynamic Ballast Structure System	X				X						
1.3.10.3	5	Dynamic Ballast System Software Release 1n	X				x			x			
1.3.10.4	5	Dynamic Ballast Survivability	X				X						
1.4	3	Bus with KV Ejector						x	x	1			
1.4.1	4	Bus Common Elements											
1.4.1.1	5	Bus Integration, Assembly, Test, and Checkout									l .		
1.4.1.1.1	6	Bus Prototype Demonstration	X				X	1			l .		
1.4.1.1.2	6	Bus Integration	X				X	l .			1		
1.4.1.1.3 1.4.1.1.4	6	Bus Design Verification Tests Bus Qualification Tests	X X				X X	l .			1		
1.4.1.1.5	6	Bus Special Test Equipment	l â				x				l .		
1.4.1.1.6	6	Bus Survivability Testing	l â				x	l			1		
1.4.1.2	5	Bus Systems Engineering	l â				x	l			1		
1.4.1.3	5	Bus Program Management	Î				x	l			1		
1.4.1.4	5	Bus Training	l â				x	l			1		
1.4.1.5	5	Bus Data	l â				x						
1.4.1.6	5	Bus Operational/Site Activation	l â				x						
1.4.1.7	5	Bus Initial Spares/Repair Parts	l â				x				1		
1.4.1.8	5	Bus Logistics Support	x				x	1					
1.4.1.9	5	Bus System Test and Evaluation	x				x	1					
1.4.1.10	5	Bus Support Equipment	33% 41					1			l .		
1.4.1.10.1	6	Bus Common Support Equipment	x				x	1			1		
1.4.1.10.2	6	Bus Peculiar Support Equipment	×				X	1			l .		
1.4.1.11	5	Bus Survivability	x				X	l			l .		
1.4.1.12	5	Bus Cybersecurity	×				X				1		
1.4.2	4	Bus Structure with Ejector Mechanism						X			1		
1.4.2.1	5	Bus Structure Integration, Assembly, Test and Checkout	×				X				1		
1.4.2.2	5	KV Ejection Mechanism	x				X	l .			1		
1.4.2.3	5	Bus Structure	×				X	l .			l .		
1.4.2.4	5	Bus Structure Survivability	x				X				l .		
1.4.3	4	Bus Propulsion						X			1		
1.4.3.1	5	Bus Propulsion Integration, Assembly, Test and Checkout	X				X				l .		
1.4.3.2	5	Bus Motor						l			l .		
1.4.3.2.1	6	Propellant/Tanks	X				Х				1		
1.4.3.2.2	6	Pressurization System	X				X	1			l .		
1.4.3.2.3	6	Axial Propulsion System	X				X	l .			1		
1.4.3.3	5	Bus Attitude Control System	X				X	l .			1		
1.4.3.4	5	Controller Electronics	X				X	l			1		
1.4.3.5	5	Bus Propulsion SW Release 1n	X				X	1			1		
1.4.3.6	5	Bus Propulsion Survivability	x				х	1			1		
1.4.4	4	Bus Power and Distribution						l			1		
1.4.4.1	5	Bus Power Integration, Assembly, Test and Checkout	X				X	l .			1		
1.4.4.2 1.4.4.3	5 5	Bus Power System (Batteries) Bus Distribution Harness	X X				X X				1		
1.4.4.3	5	Bus Distribution Harness Bus Power and Distribution Survivability	l x				×	1			I		
1.4.4.4	4	Bus Guidance and Control Processing	^				^				1		
1.4.5	5	Bus Guidance and Control Processing Integration, Assembly, Test and Checkout	x				×	1			1		
1.4.5.1	5	Bus Sensor Assembly	^				^	1			1		
1.4.5.2.1	6	Sensor Integration, Assembly, Test and Checkout	x				×				1		
1.4.5.2.2	6	Optical Telescope Assembly	l â				x				1		
1.4.5.2.3	6	Focal Plane Array	l x				x	1			1		
1.4.5.2.4	6	Cooling Assembly	x				x				1		
1.4.5.2.5	6	Electronics	x				x				1		
1.4.5.2.6	6	Gimbal Assembly	x				x				1		
.4.5.2.7	6	Sensor Software Release	X				X			×	I		
1.4.5.3	5	Bus Guidance Processor	X				x				I		
1.4.5.4	5	Bus Guidance Software Release 1n						1		x	I		
.4.5.4.1	6	Engagement Management	x				x				1		
.4.5.4.2	6	Guidance Processing	x				X				I		
.4.5.4.3	6	Navigation Processing	x				х				1		
.4.5.4.4	6	Control processing	x				x				1		
.4.5.4.5	6	Data Processing (includes Track and Discrim)	x				X				1		
.4.5.4.6	6	Mission Management	x				X						
.4.5.4.7	6	System Software	x				x			x	I		
.4.5.5	5	Bus Navigation (IMU)											
1.4.5.5.1	6	Navigation Integration, Assembly, Test and Checkout	x				x		1 7 4				
.4.5.5.2	6	IMU Assemblies	X				X						
1.4.5.5.3	6	Bus Navigation Software Release 1n	x				x			x	1		
1.4.5.6	5	Bus Communications	100			I		ı			I		

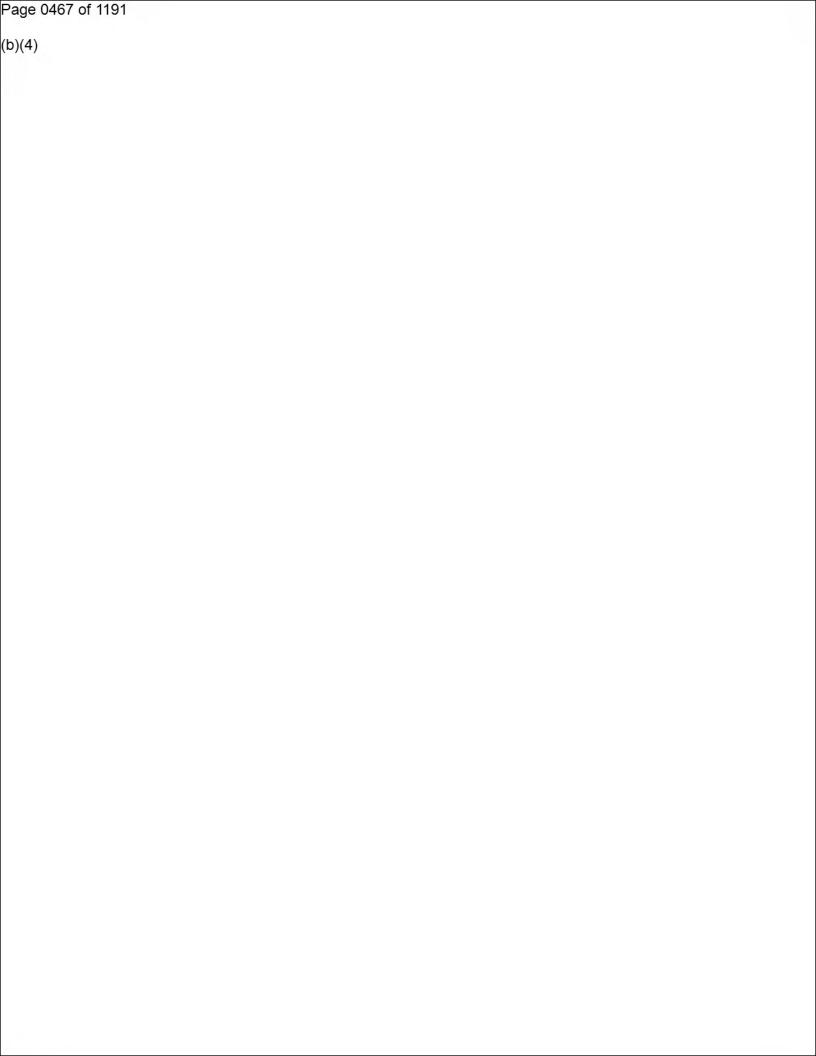
CODE LE 4.5.6.1 4.5.6.2 4.5.6.3 4.5.6.3 4.5.6.3 4.5.6.4 4.5.7 4.5.8 4.5.8.3 4.5.8.4 4.5.8.3 4.5.8.4 4.5.11 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.5 5.1.1 5.5.1.5 5.5.1.5 5.5.1.5 5.5.1.5 5.5.1.5 5.5.1.5 5.5.1.5 5.5.5 5.5.1.5 5.5	6 5 5 5 5 5 5 5 6 6 6 6 6	c. WBS ELEMENT NAME Communications Integration, Assembly, Test and Checkout Communications Subsystem Antenna Assembly Communications Software Release 1n Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements Canister Integration, Assembly, Test, and Checkout	a. ACTUALS TO DATE (ATD) X X X X X X X X X X X X X X X X X X	b. LEGACY 1921-1	c. LEGACY 1921-2	d. LEGACY 1921-5	e. EAC/FAC (See item 10d) X X X X X	a. QUAN i. QUANTITY DATA	ii. GFE QUANTITY	b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
.4.5.6.1 .4.5.6.2 .4.5.6.3 .4.5.6.4 .4.5.7 .4.5.8 .4.5.8.1 .4.5.8.3 .4.5.8.3 .4.5.8.4 .4.5.9 .4.5.10 .4.5.11 .5.5.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.0	6666556666555534566666	Communications Integration, Assembly, Test and Checkout Communications Subsystem Antenna Assembly Communications Software Release 1n Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x x x x	1921-1	1921-2	1921-5	X X X X				
4.5.6.2 4.5.6.3 4.5.6.3 4.5.6.3 4.5.8.1 4.5.8.2 4.5.8.3 4.5.8.3 4.5.8.3 4.5.10 4.5.11 4.5.11 5.5.1.5 5.5.1.1 5.5.1.1.3 5.5.1.1.4 5.5.1.2 5.5.1.3 5.5.1.1.6 5.5.1.5 5.5.1.6 5.5.1.7 5.5.1.8 5.5.1.9 5.5.1.0 5.5.1.10	666556666555534566666	Communications Subsystem Antenna Assembly Communications Software Release 1n Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister	x x x x x x x x				x x x			x	
.4.5.6.3 .4.5.6.4 .4.5.7 .4.5.8 .4.5.8.1 .4.5.8.3 .4.5.8.3 .4.5.8.4 .4.5.9 .4.5.10 .4.5.11 .5.1.1 .5.1.1.2 .5.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.5 .5.1.1.6 .5.1.1.0	66556666555534566666	Antenna Assembly Communications Software Release 1n Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x x x x				x x x			_ x	
.4.5.6.4 .4.5.7 .4.5.8.1 .4.5.8.2 .4.5.8.3 .4.5.8.4 .4.5.8.4 .4.5.10 .4.5.11 .4.5.12 .5.5.1 .5.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.3 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.1.6 .5.1.1.6 .5.1.7 .5.1.1.6 .5.1.1.0	6 5 5 6 6 6 6 5 5 5 5 3 4 5 6 6 6 6 6	Communications Software Release 1n Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister	x x x x x x x				x x			l x	1
.4.5.7 .4.5.8.1 .4.5.8.2 .4.5.8.3 .4.5.8.3 .4.5.8.4 .4.5.9 .4.5.10 .4.5.11 .5.1.1 .5.1.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.2 .5.1.5 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	5 5 6 6 6 6 5 5 5 5 3 4 5 6 6 6 6 6	Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x x				x			l x	1
.4.5.7 .4.5.8.1 .4.5.8.2 .4.5.8.3 .4.5.8.3 .4.5.8.4 .4.5.9 .4.5.10 .4.5.11 .5.1.1 .5.1.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.2 .5.1.5 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	5 5 6 6 6 6 5 5 5 5 3 4 5 6 6 6 6 6	Reserved Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x x				x				
4.5.8 4.4.5.8.2 4.4.5.8.2 4.4.5.8.3 4.4.5.8.4 4.5.8.3 4.4.5.9 4.5.10 4.5.11 4.5.11 5.5.1.1 5.5.1 5.5.3 5.5.4	5 6 6 6 6 5 5 5 5 3 4 5 6 6 6 6 6	Bus Integration, Assembly, Test and Checkout Bus Prototype Demonstration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Canister Common Elements	x x x x x					1			
4.5.8.1 4.5.8.2 4.5.8.3 4.5.8.4 4.5.9 4.5.10 4.5.11 4.5.11 5.5.1.1 5.5.1.1 5.5.1.1.2 5.5.1.1.3 5.5.1.1.5 5.5.1.1.5 5.5.1.1.5 5.5.1.2 5.5.1.3 5.5.1.5 5.5.1.6 5.5.1.6 5.5.1.7 5.5.1.8 5.5.1.9 5.5.1.10.1 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2	6 6 6 6 5 5 5 5 5 3 4 5 6 6 6 6 6	Bus Prototype Demonstration Bus Integration Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x				**		1	1 /	
4.5.8.2 4.5.8.3 4.5.8.3 4.5.10 4.5.11 4.5.12 .5 .5.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.2 .5.1.5 .5.1.5 .5.1.6 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	6 6 6 5 5 5 5 5 3 4 5 6 6 6 6 6	Bus Integration Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x x x				X	1		1 /	
4.5.8.3 4.5.8.4 4.5.9 4.5.10 4.5.11 5.5.1.1 5.5.1.1 5.5.1.1 5.5.1.1,5 5.1.1.3 5.5.1.1,5 5.5.1.3 5.5.1.1 5.5.1.1,5 5.5.1.5 5.5.1.6 5.5.1.5 5.5.1.6 5.5.1.7 5.5.1.8 5.5.1.9 5.5.1.10.2 5.5.1.10.1 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.11 5.5.1.11 5.5.1.10.3 5.5.1.10.3 5.5.1.10.3 5.5.1.10.3 5.5.1.5 5.5.1.6 5.5.1.7 5.5.1.8 5.5.1.9 5.5.1.10.1 5.5.1.10.2 5.5.1.10.3	6 5 5 5 5 5 5 5 6 6 6 6 6	Bus Design Verification Tests Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Canister Common Elements	x x x x			l	x	1 1		1 /	
4.5.8.4 4.5.9 4.5.10 4.5.11 4.5.12 5.5.1 5.5.1.1 5.5.1.1.2 5.5.1.1.3 5.5.1.1.5 5.5.1.1.5 5.5.1.1.6 5.5.1.1.5 5.5.1.2 5.5.1.3 5.5.1.5 5.5.1.6 5.5.1.5 5.5.1.6 5.5.1.9 5.5.1.10.1 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.2 5.5.1.10.3 5.5.1.3 5.5.1.3 5.5.1.4 5.5.1.5 5.5.1.5 5.5.1.5 5.5.1.6 5.5.1.7 5.5.1.10.3	6 5 5 5 5 5 3 4 5 6 6 6 6 6	Bus Qualification Tests Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Canister	x x x				x	1 '		1 1	1
4.5.9 4.5.10 4.5.11 4.5.12 .5 .5.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.1.5 .5.1.5 .5.1.5 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	5 5 5 5 5 5 5 6 6 6 6 6 6	Reserved Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x x					1 '	1	1 /	1
.4.5.10 .4.5.11 .4.5.12 .5.5.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.2 .5.1.3 .5.1.1.6 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10.1 .5.1.10.2 .5.1.10.1	5 5 5 3 4 5 6 6 6 6 6 6	Reserved Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x x				X	1 '		1 1	1
4.5.11 4.5.12 5.5 5.5.1 5.5.1.1 5.5.1.1 5.5.1.12 5.5.1.13 5.5.1.15 5.5.1.16 5.5.1.15 5.5.1.2 5.5.1.3 5.5.1.5 5.5.1.6 5.5.1.6 5.5.1.6 5.5.1.7 5.5.1.10 5.5.1.	5 5 3 4 5 6 6 6 6 6 6	Reserved Bus Guidance and Control Survivability Canister Canister Common Elements	x				X	1 1		1 /	1
.4.5.12 .5.5.1 .5.1.1.1 .5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.1.6 .5.1.2 .5.1.1.5 .5.1.3 .5.1.4 .5.1.5 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	5 3 4 5 6 6 6 6 6	Bus Guidance and Control Survivability Canister Canister Common Elements					х	1 '		1 1	1
.5 .5.1 .5.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.1.6 .5.1.2 .5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.5 .5.1.6 .5.1.5 .5.1.6 .5.1.1 .5.1.10 .5	3 4 5 6 6 6 6 6	Canister Canister Common Elements	1 x 1				X	1		1 1	1
5.5.1 5.5.1.1 5.5.1.1.1 5.5.1.1.2 5.5.1.1.3 5.5.1.1.5 5.5.1.1.6 5.5.1.2 5.5.1.3 5.5.1.5 5.5.1.5 5.5.1.6 5.5.1.6 5.5.1.7 5.5.1.8 5.5.1.9 5.5.1.10.1 5.5.1.10.1 5.5.1.10.2 5.5.1.10.2 5.5.1.11 5.5.1.11	4 5 6 6 6 6	Canister Common Elements					X	/	10.00	1 1	1
.5.1.1 .5.1.1.2 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.3 .5.1.3 .5.1.5 .5.1.5 .5.1.6 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	5 6 6 6 6							X	X	1 /	1
.5.1.1.1 .5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10.1 .5.1.10.2 .5.1.10.1	6 6 6 6	Canister Integration, Assembly, Test, and Checkout						1		1 /	1
.5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	6 6 6							1 '		1 1	1
.5.1.1.2 .5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10	6 6 6	Canister Prototype Demonstration	x				X	1 '		1 1	1
.5.1.1.3 .5.1.1.4 .5.1.1.5 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10 .5.1.10 .5.1.10 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.111 .5.1.10 .5.1.10 .5.1.111 .5.1.10 .5.1	6 6 6	Canister Integration	x				x	1 '	1	1 1	1
.5.1.1.4 .5.1.1.5 .5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.112 .5.1.112	6 6	Canister Design Verification Tests	l x l				x	1 17	1 4	1 /	1
.5.1.1.5 .5.1.1.6 .5.1.2 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10 .5.1.10.2 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3	6	Canister Qualification Tests	l x				x	1	1	1 /	1
.5.1.1.6 .5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4		Canister Qualification resis	l â l				â	1	1	1 /	1
.5.1.2 .5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.11 .5.1.12 .5.1.5 .5.1.5	6	Canister Special Test Equipment Canister Survivability Testing	×				x	1 17	1	1 /	1
.5.1.3 .5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.9 .5.1.10 .5.1.10 .5.1.10.2 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3	6							1 1	1	1 /	1
.5.1.4 .5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3	5	Canister Systems Engineering	X I				X	1 '	1	1 1	1
.5.1.5 .5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.11 .5.1.12 .5.2 .5.3 .5.3	5	Canister Program Management	X				X	1 '	1	1 1	1
.5.1.6 .5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Training	x				х	1 '	1	1 1	1
.5.1.7 .5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Data	×				X	1 1		1 /	1
.5.1.8 .5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Operational/Site Activation	x				X	1 1		1 /	1
.5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Initial Spares/Repair Parts	l x				X	1 '	1	1 1	1
.5.1.9 .5.1.10 .5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Logistics Support	l x				X	1 '	1	1 1	1
.5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister System Test and Evaluation	l x				X	1 '	1	1 1	1
.5.1.10.1 .5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3 .5.4	5	Canister Support Equipment	627					1 '	1	1 1	1
.5.1.10.2 .5.1.11 .5.1.12 .5.2 .5.3	6	Canister Common Support Equipment	x				x	1 '	1	1 1	1
.5.1.11 .5.1.12 .5.2 .5.3 .5.4	6	Canister Peculiar Support Equipment	l x				x	1 1		1 /	1
.5.1.12 .5.2 .5.3 .5.4	5	Canister Survivability	l x				x	1 '	1	1 1	1
.5.2 .5.3 .5.4	5		l â l					1 '		1 1	1
.5.3 .5.4		Canister Cybersecurity					X	1 /		1 1	1
.5.4	4	Canister Structure	X				X	1 1		1	
	4	Canister Ejection System	x				X	1 '		1	1
	4	Canister Sensors and Harness	x				X	1 '			1
	4	Canister Software Release						1 1		x	1
	5	Canister Software Release (1n)	×				X	1 1		X	1
.5.6	4	Other Canister Subsystems (Specify)	x				Х	1 1		1	
.5.7	4	Canister Survivability	l x				X	1 '	1	1	1
	2	Systems Engineering						1 '	1	1	1
	3	Software Systems Engineering	l x				X	1 '		l x	1
	3	Integrated Logistics Support (ILS) Systems Engineering	x				x	1	1		1
	3	Cybersecurity Systems Engineering	l x				x	1 1	1	1	1
	3	Core Systems Engineering	^				^	1 1	1 1	1 /	1
	4	Planning	x				x	1	1	1	1
			×					1	1	1	1
	4	Architecture	***				X	1 1	1	1 /	1
	4	Requirements & Verification	X				X	1 1	1	1 /	1
	4	Interfaces	X				X	1 1	1	1	1
	4	Design & Integration	×				X	1 1	1	1 /	1
	4	Analysis	x				X	1 17	1	1 /	1
.4.7	4	Test Requirements & Assessment	x				X	1 1	1	1 /	1
	4	Modeling & Simulation	x				X	1 1	1	1	
.4.9	4	Software IV&V	x				X	1 1	1	x	1
	4	Concepts & Technology	x				X	1 17	1		1
	4	System Safety	l x				X	1 1		1	
	3	Survivability	l â				x	1	1	1 /	1
	3	Other Systems Engineering 1n (Specify)	l â				x	1 1	1	1 /	1
	2	Program Management	1 ^ 1				^	1	1	1	1
							v	1	1		
	3	Software Program Management	X				X	1	1	x	1
	3	Integrated Logistics Support (ILS) Systems Engineering	X				X	1 1		1	1
	3	Cybersecurity Program Management	x				X	1 1	1	1 /	1
	3	Core Program Management	x				X	1 1	1	1	1
		Other Program Management 1n (Specify)	x				X	1	1	1 /	1
	3	System Test and Evaluation						1	1	1 /	1
		Development Test and Evaluation						1	1	1 /	
	3 2	Prototype (Pathfinder) Testing	x			I		4	1	1 /	1
.1.2	3 2 3		Î			1	X	1			

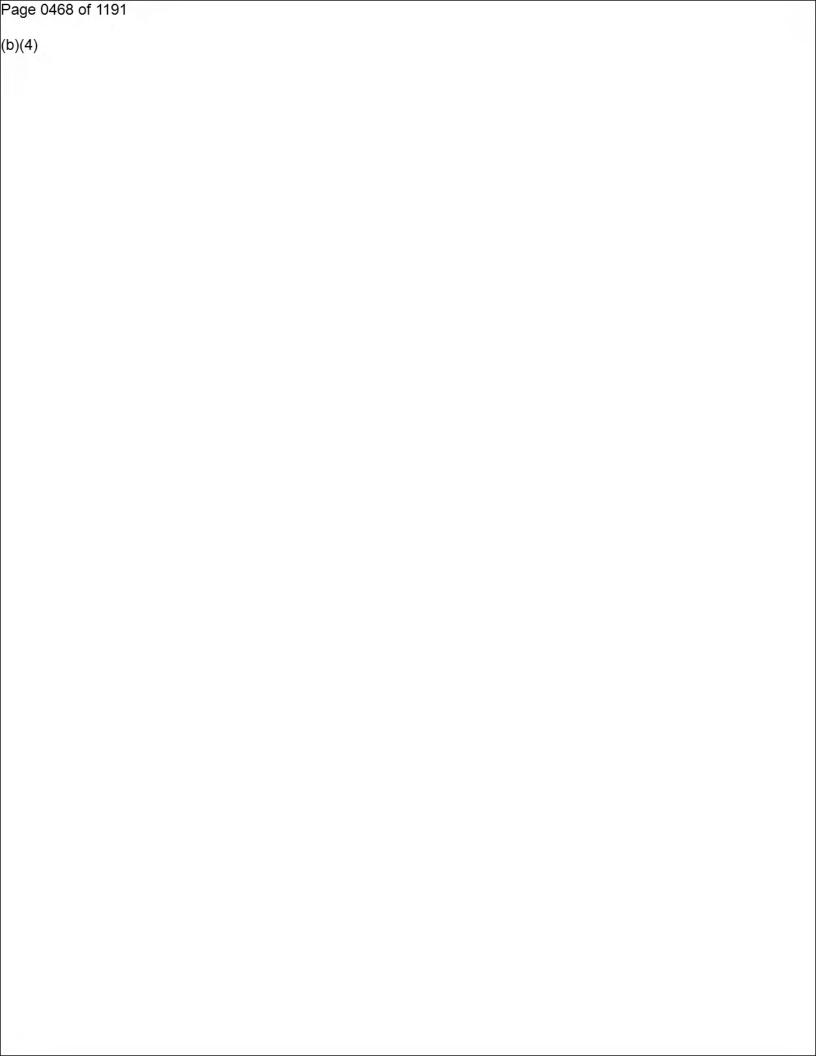
		11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST	1	1	a. QUANTITY			C.
a. WBS	b. WBS	c. WBS ELEMENT NAME	a. ACTUALS TO	b. LEGACY	c. LEGACY	d. LEGACY	e. EAC/FAC			b. SRDR	MAINT. &
CODE	LEVEL	C. TISS ELEMENT NAME	DATE (ATD)	1921-1	1921-2	1921-5	(See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	FORMATS	REPAIR PARTS
1.1.3	4	System Integration Testing	x				x				
4.1.4	4	System Acceptance Testing	X				x				l
4.1.5	4	Ground/Simulated Electronic Launch									l
4.1.5.1	5	GTI Integration Events						X			
4.1.5.1.1	6	GTI 1n (specify)	×				X				
4.1.5.2	5	GTD Demonstration Event						12.0		1	
4.1.5.2.1	6	GTD 1n (specify)	X				X	X		1	
4.1.6	4	Static Testing								1	
4.1.6.1	5	AUR Mechanical / Loads Testing	X				X	l .		1	l
4.1.6.2	5	AUR Environmental Testing	X				x			1	l
4.1.7	4	Flight Testing						×		1	l
4.1.7.1	5	BVT, CTV, or FTG 1n (Specify)								1	l
4.1.7.1.1	6	Mission Planning and Integration								1	l .
4.1.7.1.1.1	7	Mission Planning	X				X	1		1	l .
4.1.7.1.1.2	7	Mission Integration	x				x	1		1	l
4.1.7.1.2	6	Launch Operations						l .		1	l
4.1.7.1.2.1	7	Launch Operations Planning	X				X	1		1	l
4.1.7.1.2.2	7	Launch Operations Campaign	X				X	1		1	l
4.1.7.1.2.3	7	Launch Site Retrograde	X				X			1	
4.1.7.1.2.4	7	Launch Site & Equipment Refurbishment	X				X	1.00		1	l
4.1.8	4	Other Testing	X				X	X		1	
4.2	3	Operational Test and Evaluation	X				X	x		1	
.4.3	3	Cybersecurity System Test and Evaluation	X				X			1	l
4.4	3	Mock-ups/System Integration Labs (SILs)	X				x	x		1	
4.5	3	Test and Evaluation Support	100							1	
4.5.1	4	Test Planning	X				X			1	
4.5.2	4	Pretest Activities	X				X	l .		1	
4.5.3	4	Post-Test Analysis	X				X			1	l
.4.6	3	Test Facilities	X				×	X		1	
.5	2	Training	100								l
.5.1	3	Equipment	X				X	1		1	l
.5.2	3	Services	X				X	l .			
.5.3	3	Facilities	X				X	l			
.5.4	3	Training Software Release 1n (Specify)	X				X	l		X	l
.6	2	Data						1			l .
.6.1	3	Data Deliverables 1n (Specify)	X				X	1		1	l .
.6.2	3	Data Repository	X				X	l .		1	l
.6.3	3	Data Rights 1n (Specify)	x				X	l		1	
.7	2	Peculiar Support Equipment						1		1	l
.7.1	3	Test and Measurement Equipment						1		1	
.7.1.1	4	Test and Measurement Equipment (Airframe/Hull/Vehicle)	X				X	1		1	
.7.1.2	4	Test and Measurement Equipment (Propulsion)	X				X	l .		1	l
.7.1.3	4	Test and Measurement Equipment (Electronics/Avionics)	X				X	1		1	
.7.1.4	4	Test and Measurement Equipment (Other Major Subsystems 1n (Specify))	x				X	1		1	l
7.2	3	Support and Handling Equipment	0 0 0 0					l		1	l
.7.2.1	4	Support and Handling Equipment (Airframe/Hull/Vehicle)	X				X	l .		1	
7.2.2	4	Support and Handling Equipment (Propulsion)	X				X			1	I
7.2.3	4	Support and Handling Equipment (Electronics/Avionics)	X				X	1		1	I
7.2.4	4	Support and Handling Equipment (Other Major Subsystem 1n (Specify))	X				×			1	I
8	2	Common Support Equipment						1		1	I
8.1	3	Test and Measurement Equipment								1	I
8.1.1	4	Test and Measurement Equipment (Airframe/Hull/Vehicle)	X				X	1		1	I
8.1.2	4	Test and Measurement Equipment (Propulsion)	X				X			1	1
8.1.3	4	Test and Measurement Equipment (Electronics/Avionics)	X				X	1		1	I
.8.1.4	4	Test and Measurement Equipment (Other Major Subsystems 1n (Specify))	x				×			1	I
8.2	3	Support and Handling Equipment					u u			1	I
8.2.1	4	Support and Handling Equipment (Airframe/Hull/Vehicle)	X				X			1	I
8.2.2	4	Support and Handling Equipment (Propulsion)	X				X			1	1
8.2.3	4	Support and Handling Equipment (Electronics/Avionics)	X				X			1	I
8.2.4	4	Support and Handling Equipment (Other Major Subsystem 1n (Specify))	x				x			1	I
9	2	Operational/Site Activation by Site 1n (Specify)					, ,	1		1	I
9.1	3	System Assembly, Installation, and Checkout	X				X			1	I
9.2	3	Contractor Technical Support	X				X	1		1	I
9.3	3	Site Construction	X				X			1	I
9.4	3	Silo Conversion	X				X			1	1
9.5	3	Deployment Planning	X				X			1	I
9.6	3	Aerospace Ground Equipment	X				X			1	1
9.7	3	Real Property Installed Equipment	X				X			1	I
9.8	3	Interim Contractor Support (ICS)	X				X	1		1	
10.	2	Contractor Logistics Support (CLS)	x				x			1	1
.11	2	Industrial Facilities	"			L		I			

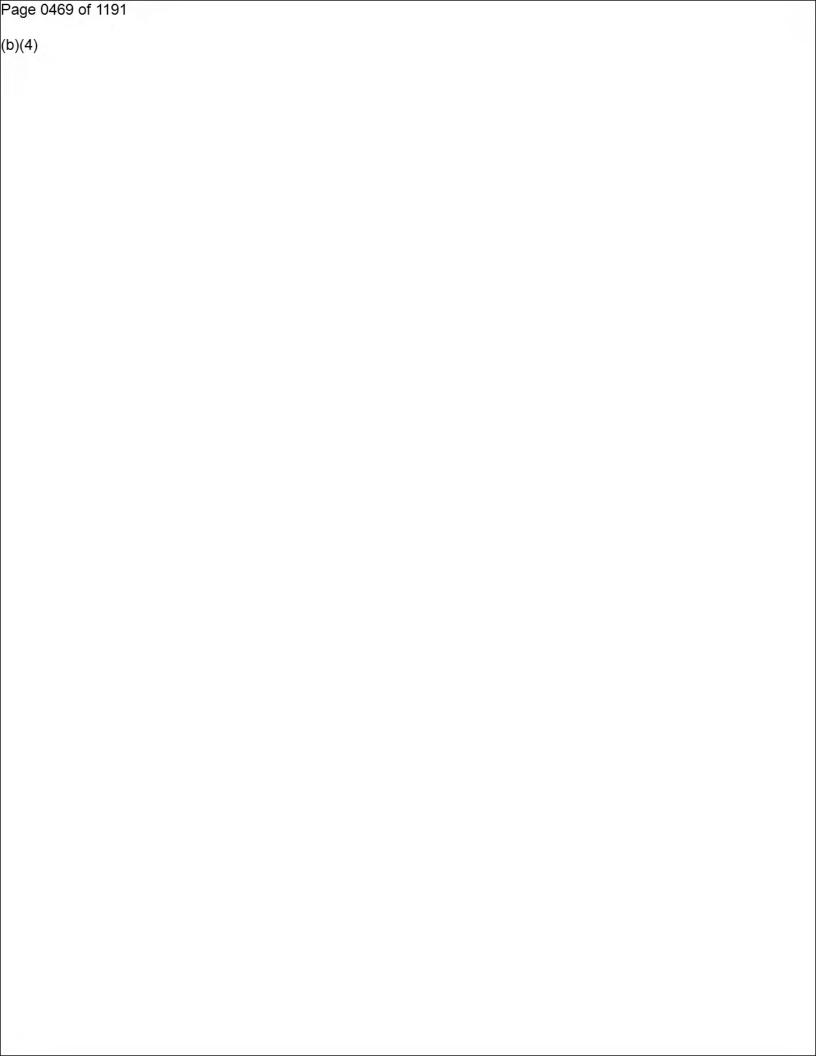
11. WORK BREAKDOWN STRUCTURE (WBS)				12. COST	13. TECHNICAL DATA						
	. wno	Successive Consult						a. QUAN	YTITY		c. MAINT. & REPAIR PARTS
CODE LEV	b. WBS LEVEL	c. WBS ELEMENT NAME	a. ACTUALS TO DATE (ATD)	b. LEGACY 1921-1	c. LEGACY 1921-2	d. LEGACY 1921-5	e. EAC/FAC (See item 10d)	i. QUANTITY DATA	ii. GFE QUANTITY	b. SRDR FORMATS	
.11.1	3	Construction/Conversion/Expansion	X				X				
.11.2	3	Equipment Acquisition or Modernization	X				X				
.11.3	3	Maintenance (Industrial Facilities)	X				X				
.12	2	Initial Spares and Repair Parts	X				X				
RAFT DD FO	RM 2794 (PA	ÂGE 2), REPORTING, JANUARY 2019	1								

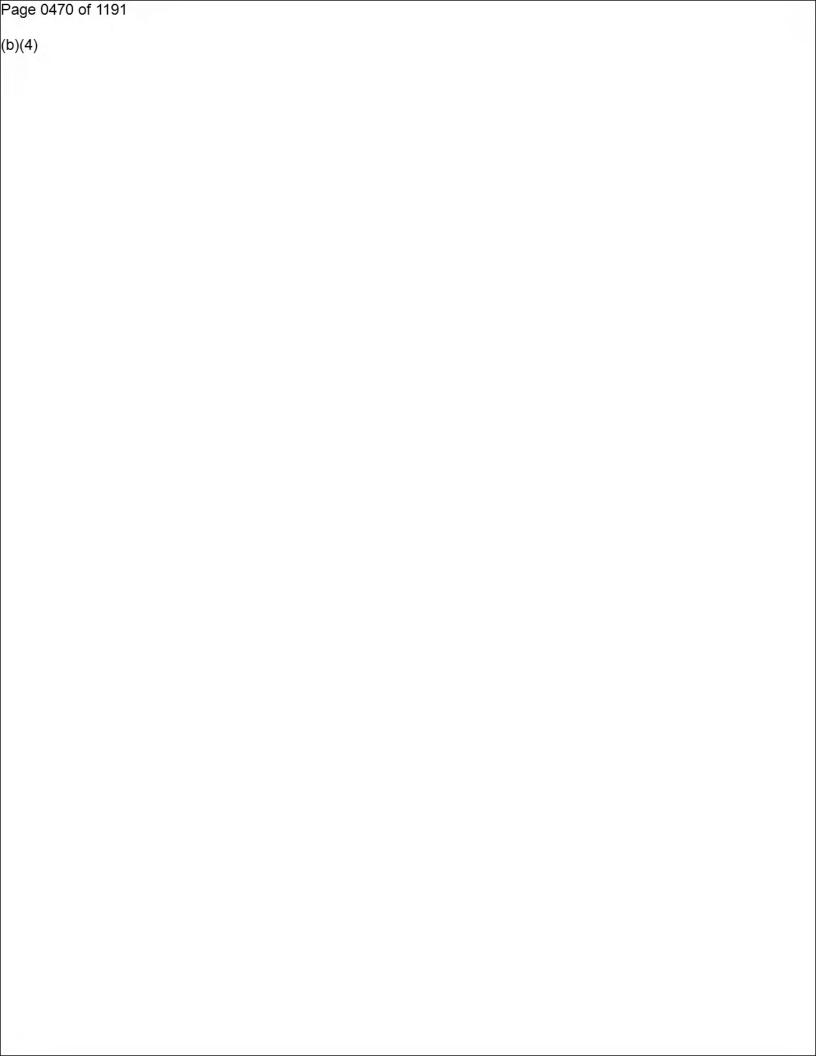


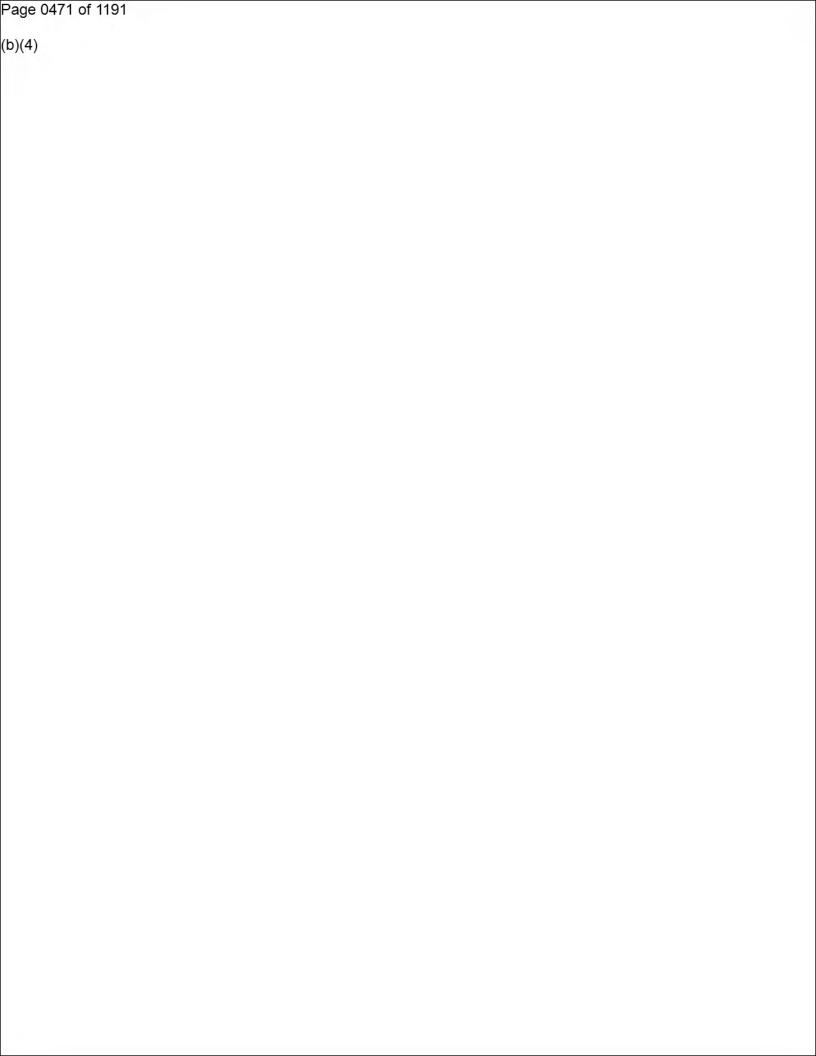


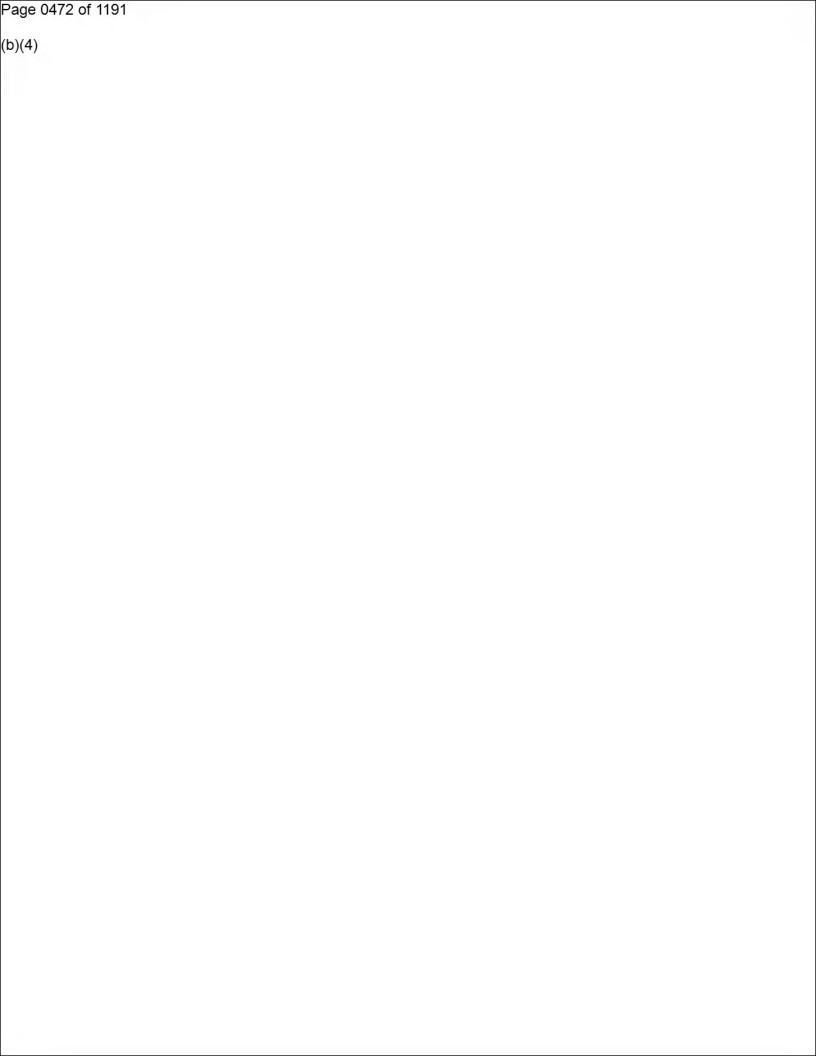


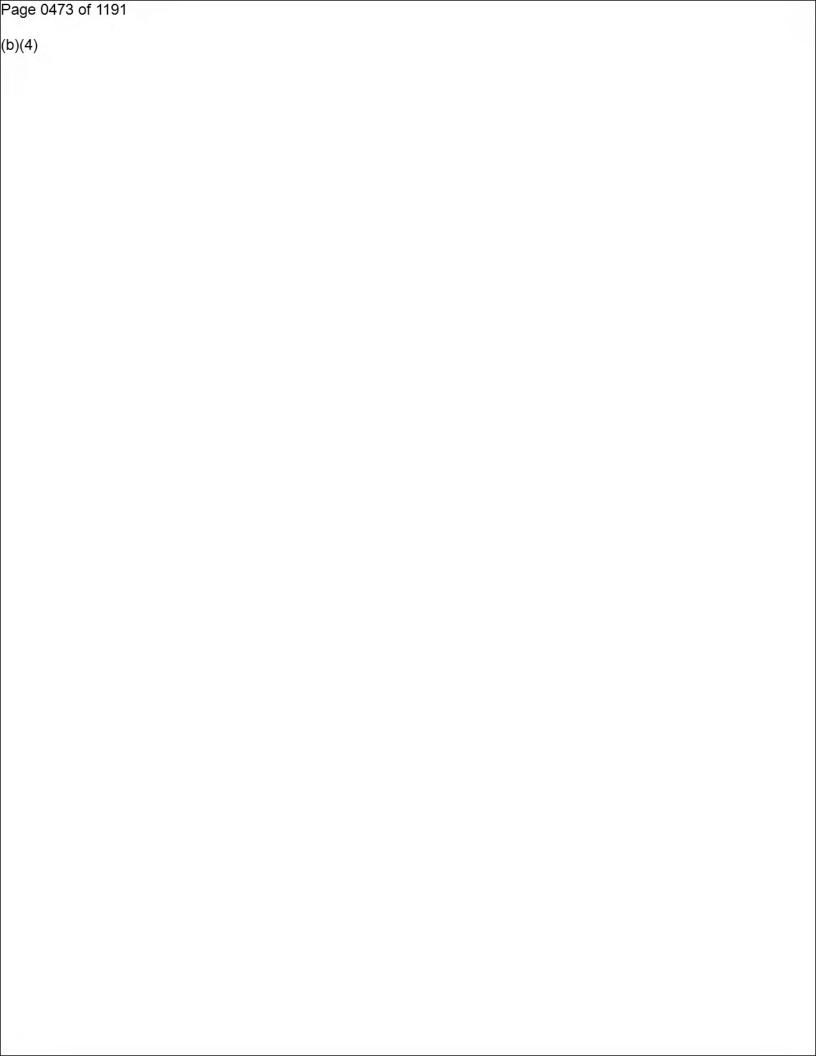


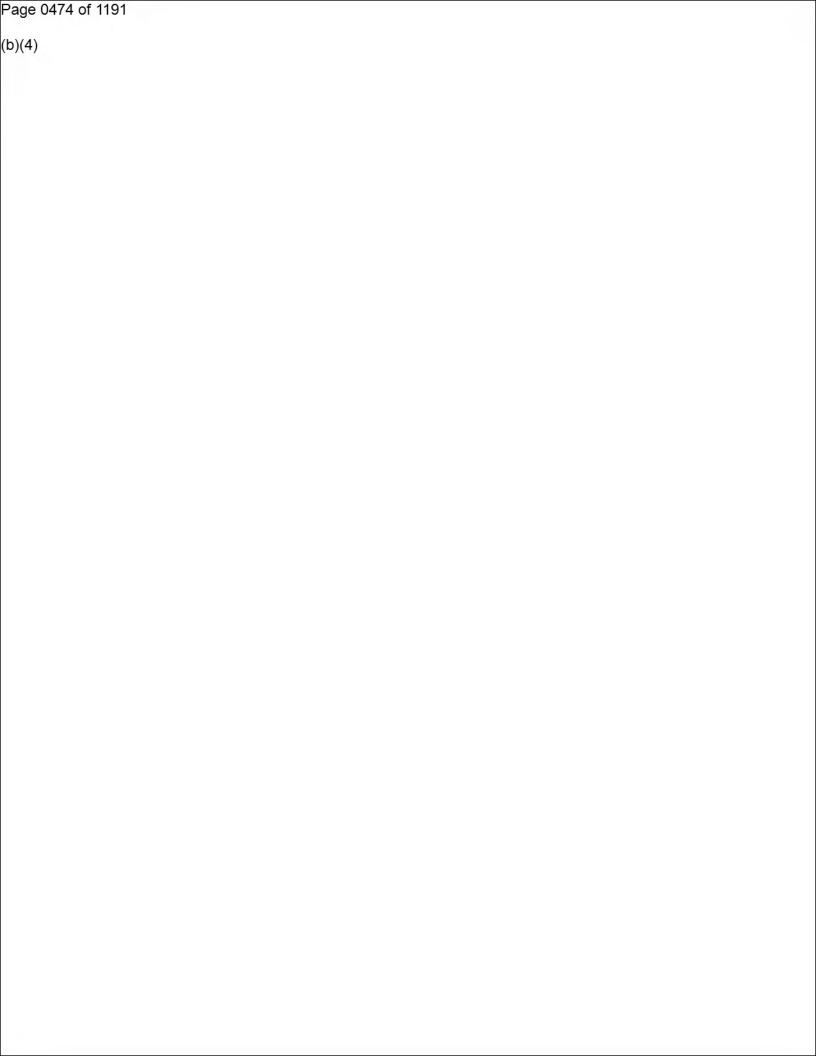


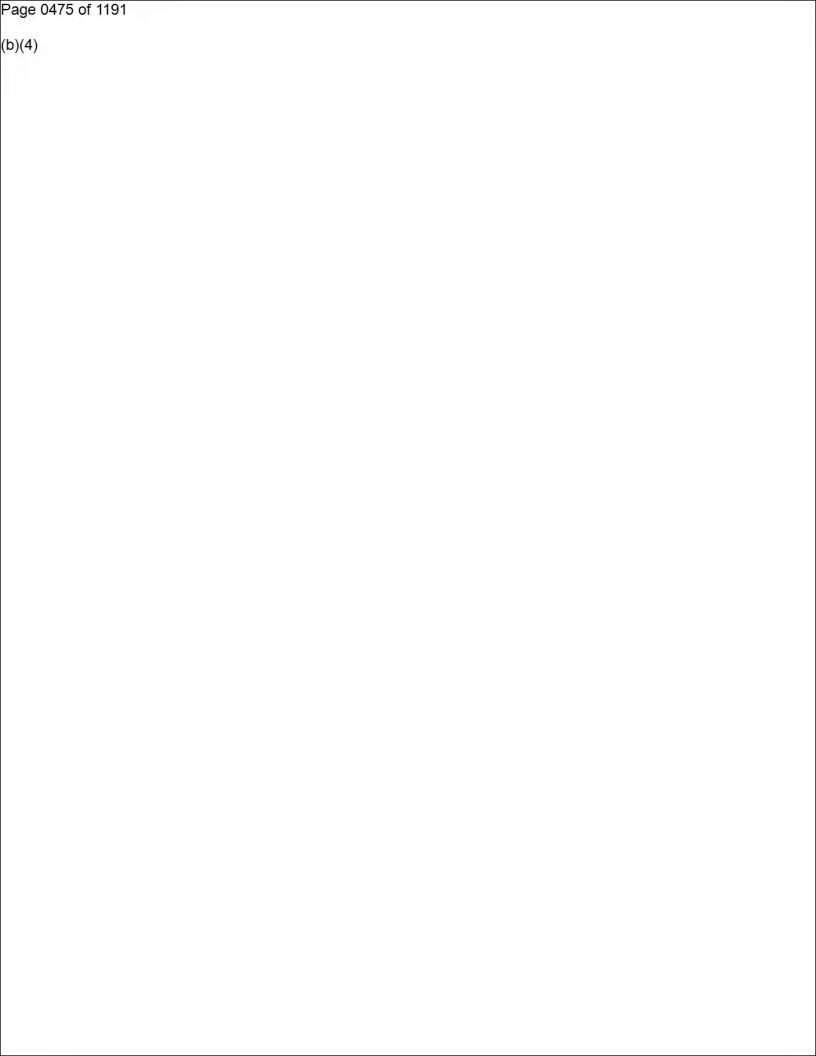


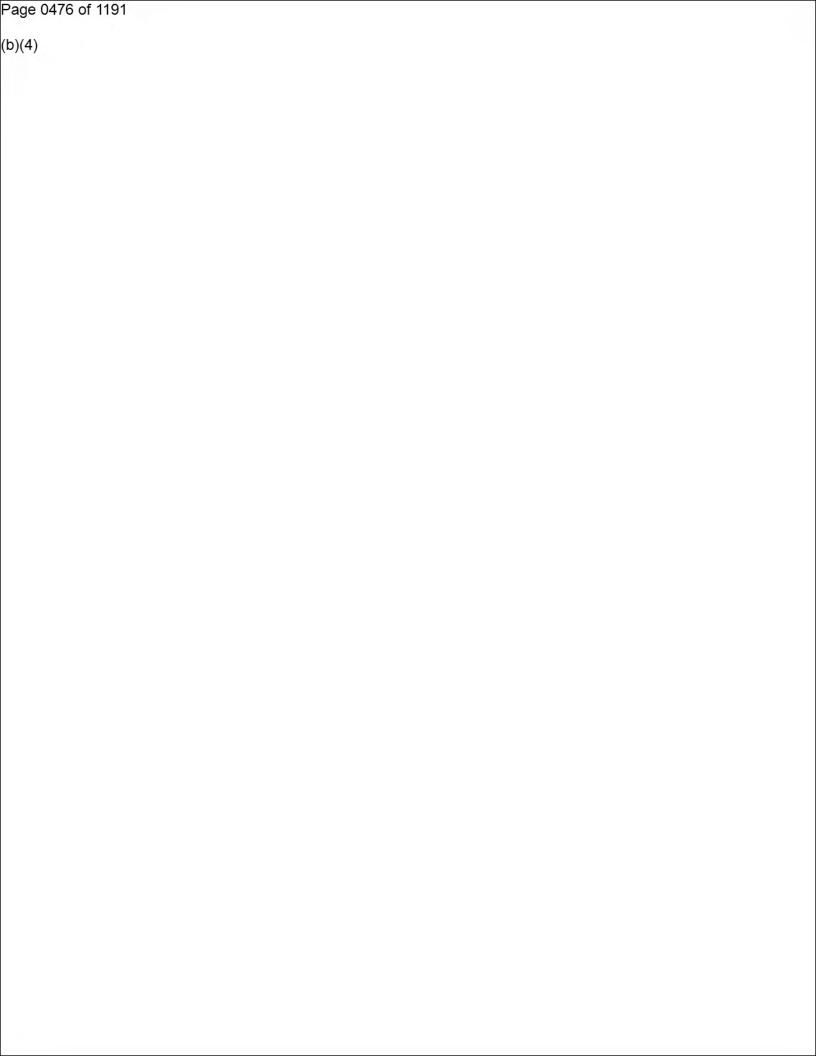


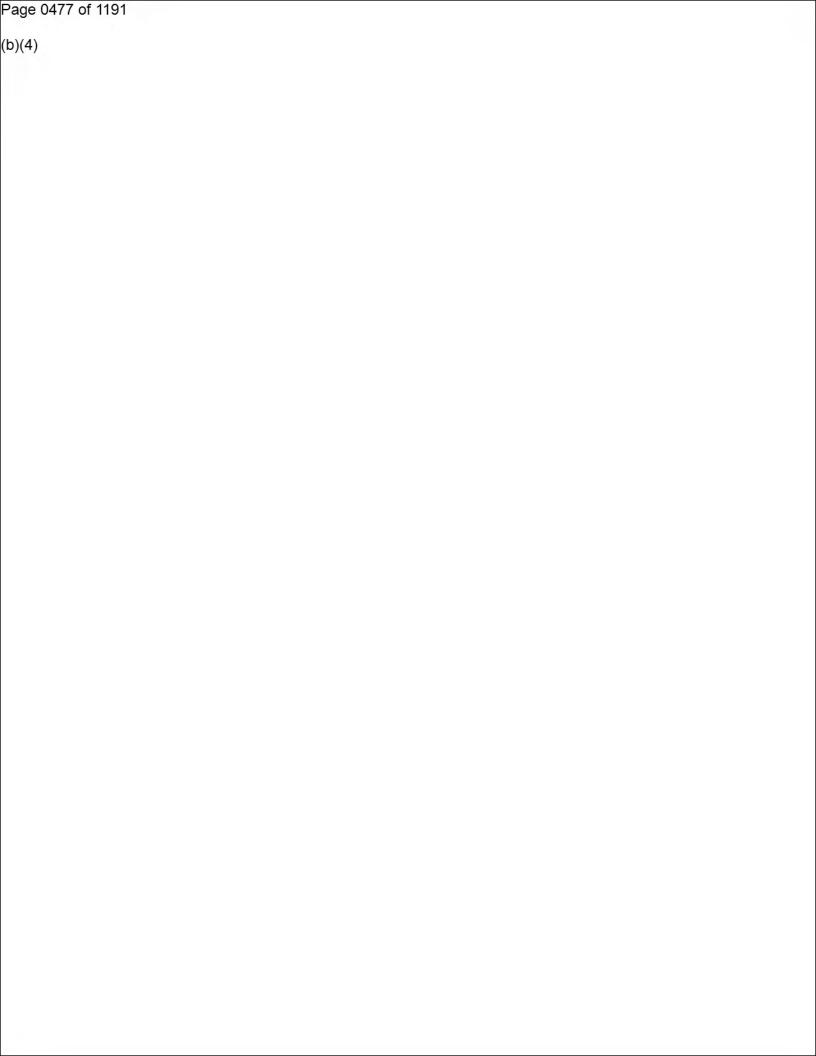












General Instructions

These instructions shall apply to all contract changes after award.

The contractor shall submit technical, schedule, cost and pricing information for this procurement as defined in this Request for Proposal (RFP). The contractor shall identify and submit all costs using the Government provided Work Breakdown Structure (WBS) (Section J Attachment J-08); and, the contractor shall explain its deviations from the Government provided WBS. The contractor shall not submit information and data beyond that required by this instruction unless the contractor considers it essential to document or support their cost. The contractor must include all information, supporting documentation, and data relating to proposed costs in the Cost Volume. To the greatest extent possible, all proposed costs will come from recent historical GMD data/actuals unless the CLIN is identified as new scope of work, and not similar to historical work accomplished. The contractor will submit, fully explain and show mathematical/statistical formulae to derive any metric/parametric for proposed costs derived from GMD actual cost data for items such as profit, general and administrative, facilities cost of money, etc.

<u>Cost Proposal and Price Assumptions:</u> The contractor will list its technical, programmatic, cost and pricing assumptions or assertions used to build its cost proposal.

The contractor proposal and all information submitted with the proposal should clearly explain the contractor's approach to contract performance and contract pricing. Thus, the contractor shall clearly and specifically identify proposed efforts and related priorities to include the contractor's unstated needs and proposed efforts outside the scope of this RFP. The contractor shall carry over this clear and specific identification into its cost and pricing proposal.

<u>Contractor Systems:</u> The contractor shall submit latest status of contractor business systems and other findings issued by Defense Contract Management Agency (DCMA) or by Defense Contract Audit Agency (DCAA) attributable to itself, any Inter/Intra Divisional Work Transfer (IDWT) unit, and each major subcontractor as Cost Volume attachments. The contractor is to attach the following for each system listed:

- Cost Estimating System;
- Earned Value Management System;
- Material Management and Accounting System;
- Accounting System Administration;
- Contractor Purchasing System Administration;
- Contractor Property Management System Administration;
- Notice of Contract Costs Suspended and/or Disapproved; and,
- Product Quality Deficiency Report (PQDR)

For any contractor business system in a disapproved status, affected by CAS violation, deficient status or under a surveillance plan, the contractor shall identify the specific system(s) affected and submit its corrective action plan with milestones to bring the specific system(s) to regulatory compliance. The contractor submission will accompany its proposal as a Cost Volume attachment.

<u>Pricing Methodology:</u> The contractor shall identify any deviation from its standard proposal preparation procedures. When responding to these Cost Volume requirements, the contractor, IDWT unit and subcontractors will submit, fully explain and show mathematical/statistical formulae for generally accepted estimating techniques, including contemporary estimating methods (such as analogies, Cost-to-Cost and Cost-to-Non-Cost Estimating Relationships, commercially available parametric cost models, in-house developed parametric cost models, etc.), applied to develop estimates. Supporting documentation for basis of estimates (BOEs) will include traceability to GMD historical cost data.

Cost Volume Pricing Instructions

The submitted Cost Volume shall reflect proposed estimated costs and price to perform efforts and requirements set out in this RFP. The contractor shall comply with the following instructions below in preparing its cost proposal to facilitate submission of a thorough, accurate and complete proposal. In accordance with Defense Federal Acquisition Regulation Supplement (DFARS) 252.215-7009, the contractor shall complete and submit a Proposal Adequacy Checklist.

To comply with Defense Federal Acquisition Regulation Supplement (DFARS) 252.215-7009, the contractor shall submit its Proposal Adequacy Checklist. Guidance under DFARS, Item 17 to DFARS 252.215-7009, PROPOSAL ADEQUACY CHECKLIST (JAN 2014), states, in part:

"... If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?"

The Prime Contractor may submit a matrix identifying dates for receipt of subcontractor proposals, completion of fact finding for purposes of price/cost analysis, and submission of the Price/Cost Analysis Reports (CAR) for itself or for any subcontractor unit in lieu of submitting and providing CARs for that subcontractor/IDWT unit with the contractor's proposal. All CARs for suppliers over the TINA threshold must be submitted to the Government within 30 days after the prime proposal submittal date.

A. <u>'Flow-Down' of Cost Proposal Instructions</u>. For this RFP, the Government expressly requires the Cost Volume include information and supporting data for prime contractor, IDWT and subcontractor proposals (i.e., Format A cost data, BOEs, BOMs) be standardized. To achieve this objective, the contractor shall transmit, distribute, provide and 'flow-down' all Government issued proposal and pricing instructions to IDWTs and subcontractors. In its Cost Volume submission, the contractor shall explain any deviation from distributing, providing and 'flowing-down' Government proposal and pricing instructions. Additionally, within 30 calendar days of RFP receipt date, the contractor will provide a "standardization template" to IDWTs and subcontractors displaying a format and consistent numbering schema for IDWT and subcontractor supporting materials.

- B. Submittal of IDWT and Subcontractor Proposals. All IDWT and/or subcontractor unsanitized proposals must be submitted directly to the Government the same time the sanitized proposals are submitted to the prime contractor. If any IDWT and/or subcontractor submits a sanitized proposal for Cost Volume proposal inclusion, the prime contractor will ensure separate IDWT and subcontractor proposals, which include full cost visibility and application of all rates, are submitted directly to the Government coincident to and consistent with submission of the sanitized proposal to the prime contractor. The prime contractor is responsible for ensuring that all subcontractors and IDWTs submit proposals to the Government by the due date. All IDWT and subcontractor proposal updates shall be submitted to the Government in the same manner. Extracted ProPricer data is not an acceptable form of cost proposal submission.
- C. Requirement for Certified Cost or Pricing Data. The prime contractor, IDWT and all subcontractor proposals (and lower tier subcontracts and IDWTs included in subcontractor proposals) with an estimated value greater than or equal to \$2,000,000 shall submit a Certificate of Cost or Pricing Data, to be certified at the time of price agreement. The prime contractor shall submit documentation for any request for exception to submitting certified cost or pricing data. For any IDWT or subcontractor submitting a cost proposal below the \$2,000,000 threshold, the prime contractor will ensure submission of detailed "Other than Cost or Pricing Data" to adequately disclose the proposed cost elements. The contractor shall follow and comply with Federal Acquisition Regulation (FAR) section 15.408, Table 15-2 "Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required" for general cost proposal information, cost elements, and cost formats in all cases not specifically covered by these RFP instructions. The prime contractor shall submit its cost proposal in accordance with FAR 15.408(1) and 15.403-5.

The contractor grants the Contracting Officer or authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

D. Cost Proposal Format.

1. Cost Format A, Cost Element Summary by CLIN and Contract Work Breakdown Structure (CWBS) by Calendar Year. Consistent with Section J Attachment J-10 of this RFP, prime contractor, IDWT, and subcontractor proposals, estimated in value greater than or equal to \$2,000,000 shall be in Cost Format A and consistent with a contractor's rate structure (i.e., Contractor Fiscal Year (CFY)). Each contractor shall submit Cost Format A data by CFY for the total proposed effort and for each contractor business unit with separate cost and pricing rates. The prime contractor shall ensure that Cost Format A data submitted to the Government is fully functional

(with formulas and mathematical operations) in an un-password protected, unencrypted, executable Microsoft (MS) Excel 2013 or later worksheet. Additionally, any contractor submitting a Cost Format A proposal in response to this RFP shall disclose cost breakdowns according to that contractor's cost structure for each applicable cost element, including: direct labor hours by each discrete labor category; direct labor rates and costs by each discrete labor category; indirect labor rates and costs; materials; subcontracts; IDWTs; other direct costs (ODCs) (e.g., travel), all other indirect rates and costs; and, fee. The contractor must disclose sufficiently detailed information and cost data to show the application of all direct and indirect rates by CFY including formulas (no hard codes) for all discrete cost elements. For each indirect cost category, the contractor shall describe the cost elements comprising the base for each proposed indirect rate.

The Integrated Cost Model (Cost Format A executable) illustrates the utility MDA requires in the Excel pricing model submitted with the proposal. The prime contractor's proposed Integrated Cost Model (Cost Format A executable) must be fully functional and contain the following, as a minimum:

- Integrated cost input tabs (Rates & Factors, Labor Hours, ODCs, Materials, Subcontracts, and IDWTs) that serve as the origin of all cost inputs and summarize complete BoEs for the proposed effort. The MDA requires two cost element input tabs:
 - One tab is the rates input tab. This serves as the origin of all proposed direct and indirect rates or other cost factors similar to rates.
 - The other tab is the resources input tab. This is for each direct cost element category, such as: labor hours; material; subcontracts; and, ODC.
 - Contractor proposed inputs for both tabs must be by cost element category; by CLIN; by WBS; and, by CFY.
 - For any contractor proposed composite rate, whether direct, indirect or mixed, the contractor must explain the composite rate application in a supporting cost narrative and fully disclose the formula or mathematical operations applied to compute the composite rate.
- All cost elements must be priced and shown by CLIN and by CFY.
- For a cost proposal across multiple CLINs, the contractor shall submit a Cost
 Format A at the CLIN level that includes proposed cost elements and fee or profit
 by CFY and proposed total estimated cost plus fee for all CFYs of proposed
 effort. The contractor proposed Cost Format A at the CLIN level must be
 adjustable so that cost element inputs, such as rates and direct cost elements, can
 be updated on the input tabs.
- The contractor shall submit a Cost Format A at the Total Summary Cost level. A Cost Format A at a Total Summary Cost level will sum up all proposed CLIN cost elements and fee or profit for each CFY year and then provide total proposed dollar values for CLIN cost elements and fee across all proposed CFYs. The contractor proposed Cost Format A at the Total Summary Cost level must be adjustable so that that cost element inputs, such as rates and direct cost elements, can be updated on the input tabs.

- There are no input cells in the Cost Format A tabs. The sum of each Cost Format A at the CLIN level for a CFY must equal the Cost Format A at the Total Cost Summary level for that same CFY.
- The contractor shall ensure the integrity of Cost Format A submissions so that contractor proposed costs are consistent and capable for cross-reference traceability, i.e., the rows and columns must be the same on each tab. (e.g. if a labor category is not applicable for specific CLIN, then do not delete that labor category row for that one CLIN). The categories/titles for each CLIN/Total tab must match.

In addition to the Cost Format A instructions above, the prime contractor and its suppliers shall submit a "Vertical Cost File (VCF)" in each proposed Cost Volume. All cost [elements] must be shown by CLIN, by WBS, and by GFY for the VCF. The prime contractor shall submit VCF containing all the same metadata fields that the prime contractor as the prime contractor has provided under Development and Sustainment Contract (DSC) models/VCFs. The prime contractor shall submit a VCF that contains the following:

- The prime contractor shall submit a VCF with all the requisite metadata as identified in Section J Attachment J-10.
- All cost elements must be consistently populated across all dimensions/fields in the VCF and reconcile with the total proposed value listed in the prime contractor's cover sheet.
- The prime contractor shall flow down the VCF requirements to their subcontractors/IDWTs to provide the same data from their unsanitized cost volume.
- 2. <u>Summary Level Data.</u> The contract shall submit a Cost Volume that includes summary level data showing the proposed value (estimated cost and fee or profit) by CFY and Government Fiscal Year (GFY) in total and by CLIN as shown in Table L1 below:

Table L1

DATA BY CONTRACTOR FY				
CLIN	CFY 20XX	CFY 20YY	CFY 20ZZ	<u>TOTAL</u>
Cost excluding FCCM				
FCCM				
Fee or Profit				
Total				

DATA BY GOVERNMENT FY				
CLIN	GFY 20XX	GFY 20YY	GFY 20ZZ	TOTAL
Cost excluding FCCM				
FCCM				
Fee or Profit				
Total				

- 3. Cost Format B, Funding Profile. The prime contractor shall submit information and cost data to project estimated contractor expenditures by GFY. The prime contractor shall separately identify an estimated termination liability schedule in its proposed Funding Profile. The prime contractor shall submit a time-phased, Funding Profile that projects estimated contractor expenditures and retirement of termination liability by GFY Quarter.
- E. Supporting Data. The contractor shall submit written rationale and narrative explanations to support its proposed cost breakdowns and Cost Format A summaries. The contractor shall submit an acceptable cost proposal with sufficient detailed information for determining applicability, allocability and allowability of costs to perform Government requirements set out under this RFP. The contractor shall submit proposed BoEs that support each proposed direct-cost element and are traceable to relevant Statement of Work (SOW) paragraphs and proposed CWBS level(s). For each proposed BoE, the contractor shall submit a relevant technical/management description of the contractor's proposed effort that is consistent with and directly related to a computation of estimated cost(s) the contractor proposes to accomplish its proposed technical/management effort. The contractor must prepare BoE descriptions that provide reasonably, sufficient detail to ensure the Government understands the technical content and cost estimating methodology. As a minimum, a contractor submitted BoE must provide:
 - Description of work content (SOW Referenced Section and Paragraph).
 - Identification of specific ground rules, assertions and assumptions.
 - Computation of proposed direct labor hours and estimated direct cost(s) by CWBS level that include formulas (or mathematical operations), as well as supporting GMD actuals or relevant historic costing data, the contractor applies to compute estimated costs. Summary of cost element information, time-phased by CFY.
 - The contractor shall submit a Cost Volume that includes a Time Phased Pricing Summary by CLIN, and CFY. (to the lowest level agreed to in Section J Attachment J-10). [Re-write to pertain specifically to BOEs not reports] will be flowed to subs with words specifically written about BOE intersections levels
 - Total Summary Amount
 - o Total by CLIN.
 - Monthly resource data, summarized by CY, however visibility shall exist to summarize by GFY.
- F. <u>Estimating Rationale</u>. The contractor shall submit a detailed rationale of its methodology for developing BoEs. The contractor will rely upon corresponding, GMD actual data for generating BoEs. . Acceptable cost estimating techniques include the following:
 - Analogies (GMD actuals or relevant historic cost data)
 - Expert judgment that includes verifiable, relevant supporting rationale to include detailed task buildup (the Government must be able to evaluate underlying supporting documentation)
 - Cost estimating relationships (derived from GMD actuals or relevant historic cost data)

- Commercial models or company bidding system (cross-checked with GMD actuals or relevant historic cost data)
- Subcontractors estimates (derived from GMD actuals or relevant historic cost
- Material quotes (derived from GMD actuals or relevant historic cost data, use MDA Programs relevant historic cost data where practical). The prime contractor, IDWT and any tier of subcontractor submitting a cost proposal estimated in value greater than or equal to \$2,000,000 shall provide objective evidence that any adjustment made to a vendor quote/estimate is obtainable and realistic.
- 1. For analogy based estimates, the contractor will provide relevant, current GMD actuals or relevant analogous technical and programmatic data including program overviews/descriptions; hardware system descriptions; hardware quantities; hardware physical attributes and performance variables; weight statements; development schedules, and test program descriptions. For any direct labor hour (DLH) and any direct labor cost (DLC) estimate, the contractor shall explain its rationale for any adjustment to GMD or relevant historical data the contractor applies to compute its estimate. Table L2 (below) is the example format for analogy based BoE summaries; and, the contractor shall apply the Table L2 format as an adjunct to its written rationale for any contractor applied adjustment to proposed DLH and proposed DLC. All adjustments made to the base price will be documented. The prime will present the data based upon the example provided below in Table L2.

	Table L2: Example Format for BOE						
	ANA	ANALOGY		IMATE			
WBSxxx	GMD	Hours	Adjustment	Hours			
Task A	XYZ	1200	Complexity x 2	2400			
Task B							
:							
Task N		1					
Total Hours				2400			

- 2. For any cost estimating/statistical relationship-based (CER/SER) estimates affecting proposed DLH and DLC, the contractor shall explain its rationale for applying a CER/SER to compute its DLH and DLC for any BoE. To a maximum extent practicable, the contractor will formulate a CER/SER upon relevant, current GMD actuals or relevant historical data supporting the contractor application of a CER/SER. Provide standard statistical measures including the Coefficient of Determination, Standard Error, % SE, CV, T-stats and a graph of actuals vs. predicted.
- 3. For hardware and software estimates generated using GMD or relevant historic cost data, identify the model and vendor; identify inputs, outputs, calibration and a trace to the estimate. For estimates based on a company standard bidding system, provide details of methodology and reference any DoD agency certifications, and provide cross-check cost estimate to the GMD or relevant historic cost data.

4. For each IDWT unit and each subcontractor, the prime contractor shall identify and submit the following information as a Cost Volume input: supplier name and CAGE Code; description of effort; type of contract; cost/price and hours proposed by each tied to GMD or relevant historic cost data where practical within the referenced Subcontractor or IDWT proposal to the prime contractor evaluation BOE; cost/price and hours included in prime's proposal to the Government; and, specific methodology and supporting documentation. Table L3 (below) is the example format for displaying and summarizing subcontractor and IDWT information; and, the prime contractor shall submit the Table L3 format as an adjunct to its written rationale for proposing subcontractor and IDWT costs.

Table L	Table L3: Example Summary of Proposed Subcontractor and Inter-divisional Work Transfer						
Supplier	Cage Code	Description of Effort	Type Contract	Subs Hours	Subs Price	Proposed Hours	Proposed Price
Totals							

- 5. For material, submit the supporting detail for each major material item that encompasses 80% of the total CBOM value showing part/reference number, quantity required unit price and/or total price. Provide material substantiation, to be made available upon request within 10 working days, including non-recurring & recurring methodology of material estimate, data, equations, assumptions, etc. for material estimate, material factors, provide any adjustments made to vendor quotes/estimates, and factors applied to material costs for scrap, rework, yields, quantity adjustments. Direct material descriptions and costs are to be traceable to a contractor's BOEs in the Cost Volume submission that will utilize/consume the listed BOM line item. Specifically, each line item of the BOM should link to a specific Unit Assembly level so that the Government can verify the correct kinds and quantities.
- 6. Noncommercial Computer Software and Computer Software Documentation. For noncommercial software development estimates, identify software by Source Line of Code (SLOC) count (new, modified, reuse, ESLOC); provide the basis for SLOC counts; identify the computer language; SLOC productivity factors; and provide historical information on other analogous programs (size, productivity, language, etc). Provide a SLOC comparison chart depicting the GMD or relevant historic cost data to any proposed SLOC, detailing adjustments made to the SLOC requirements.
 - a. In its proposal Cost Volume, the Government requires the following information relating to noncommercial computer software and computer software documentation directly related to a computation of estimated cost(s) the contractor proposes to accomplish its proposed technical/management effort and requirements in this RFP. To meet Government requirements, the contractor shall:

- 1. Identify the types of noncommercial computer software, the quantity of noncommercial computer programs and noncommercial software documentation that the contractor proposes to deliver;
- 2. Specify any noncommercial computer software requirement(s) for multiple users at one site or multiple site licenses;
- 3. Identify the format and media the contractor proposes to deliver noncommercial software or noncommercial software documentation;
- 4. Identify the approximate calendar quarter and calendar year the contractor proposes to deliver noncommercial computer software or noncommercial computer software documentation with place of delivery; and,
- Include the proposed acceptance criterial for each deliverable item of noncommercial software or noncommercial computer software documentation.
- b. The contractor's Cost Volume information for noncommercial computer software or noncommercial computer software documentation will be consistent with the contractor's proposal submission in response to DFARS 252.227-7014.
- G. Cost Volume Specifics. Each prime contractor, IDWT unit and subcontractor Cost Volume shall include Company Name, CAGE Code, and supporting data and rationale for direct labor hours, direct labor rates, allocated labor, overhead, material, other direct cost, IDWT cost, General and Administrative costs, and cost of money factors. The submitted Cost Volume shall include direct labor hours at the CLIN and associated CWBS levels with proposed labor categories/skill levels (e.g. Engineering Tier levels) by CFY. BOEs shall include tables showing proposed hours by labor category by month for the period of performance. A contractor's rationale, explanation and justification for its proposed costs shall include task description to SOW requirement, task duration, man loading and analogous effort to support the estimated cost. Each BOE must account for only one CLIN, WBS and SOW intersection. For example, BOEs shall not contain multiple CLIN, WBS and/or SOW references.
 - <u>Direct Labor Hours.</u> For each Labor BOE, the contractor shall show the number of hours per month for each month in the period of performance for that BOE. If labor involves different skills, categories or experience levels or labor rates, the hours shall be broken out as to show that mix of skills and rates necessary to perform that month. If the number of personnel on a task varies through the performance period, identify that in the BOE monthly breakout. This monthly breakout shall be displayed with each BOE.
 - 2. <u>Direct Labor Rates and Indirect Rates.</u> Each IDWT unit or subcontractor shall submit direct rate and indirect rate information in support of its proposed costs, whether submitted as part of the prime contractor proposal or submitted directly to the Government. The contractor shall submit a content description for each proposed rate and each proposed rate conforming to its current Forward Price Rate Proposal (FPRP) or Forward Price Rate Agreement (FPRA) in place at the time of the contractor's

submission date. If composite rates are used, provide the calculations used in deriving the proposed rates. The prime contractor as well as each IDWT unit and subcontractor shall identify its cognizant DCAA office and Contract Administration Office (CAO) contact information. Submit as part of the proposal a separate matrix for each company, taking this procurement into account, that shows rate information in the three categories listed below.

- a. Identify the direct labor rates and indirect rates that are covered by a FPRA. Provide specifics, such as parties to the agreement, dates of agreement and expiration, coverage and limitations.
- b. Identify any non-negotiated direct rate or non-negotiated indirect rate under a FPRP the contractor is proposing. Provide specifics to identify the FPRP being used such as submission date.
- c. When a potential Government contract award materially impacts an indirect rate pool base, or when a previously disclosed accounting change affecting an indirect rate or direct rate will be put into effect, the contractor may propose a direct or indirect rate, which deviates from a published FPRP or FPRA rate, from the contractor's rate bulletin. In its Cost Volume submission, a contractor proposing any rate that deviates from a published FPRP or FPRA rate shall submit a detailed Basis of Estimate (BoE) for each proposed rate deviation.
- d. If DCAA, within the past 5 years (since January 1, 2012, has neither reviewed nor audited) any contractor submitting a proposal, then that contractor must submit its cost and pricing support documentation, in accordance with FAR Subpart 15.4, Contract Pricing, paying particular attention to FAR Table 15-2, to its cognizant DCAA office prior to or upon cost proposal submission to MDA.
- e. For all other rates not in the categories above, provide the contractor proposed amount for each rate, coordinate with the cognizant DCAA office and the ACO early to identify the rate amount recommended by the most recent DCAA Audit and ACO recommendation, and a summary of the reasons for any differences.
- 3. <u>Materials.</u> Proposed materials shall be supported by a priced Consolidated Bill of Material (CBOM). The CBOM shall show all proposed material items in descending price order including the applicable CWBS, CLIN, SOW, source/supplier name, description, part number, quantity, unit price, and extended price. Document the basis of estimate for each item. Each line item of the BOM should link to a specific Unit Assembly level so that the Government can verify the correct kinds and quantities. Provide the required documentation to support Commercial Item Determinations.

For this RFP, pursuant to the Fiscal Year 2016 National Defense Authorization Act and policy guidance set out in an Office of the Under Secretary of Defense (OUSD) Memorandum of September 2, 2016, the responsibility for Commercial Item Determination remains a Government contracting officer responsibility. "It is the

prime contractor's responsibility to determine whether a particular subcontracted supply or service meets the definition of a commercial item." (OUSD Memo, September 2, 2016) Thus, for this RFP, the prime contractor shall submit information to reasonably support the contracting officer's Commercial Item Determination and associated pricing determinations.

4. IDWTs and Subcontracts.

- a. IDWT and Subcontractor BOEs. It is an express requirement of this RFP that the submission to the Government in the Cost Volume of certain supporting data for IDWT and Subcontractor proposals (i.e., Format A cost data, BOEs, BOMs) be standardized to the maximum extent possible. To achieve this objective, all proposal and pricing instructions provided by the Government to the prime contractor shall be flowed down to IDWTs and subcontractors. In addition, the Contractor should provide a "standardization template" to IDWTs and subcontractors within 30 days after issuance of the RFP showing the format and consistent numbering to be used for IDWT and subcontractor supporting materials. All proposal updates from IDWTs and subcontractors shall be submitted to the Government in the same manner. It is an express requirement of this RFP that BOEs be provided by cost element for IDWTs and subcontractor work as well. IDWT and/or subcontractor proposals must utilize the same CLIN, WBS and SOW structures as the prime contractor. Proposals that do not follow these instructions will be deemed inadequate in accordance with DFARS 252.215-7009 Proposal Adequacy Checklist, Item 11.
- b. In accordance with FAR 15.404-3, contractor shall submit a detailed price or cost analysis of each subcontract proposal at the time of submittal or a complete data acquisition plan (schedule) to complete the analysis. If you obtain assistance from DCAA or DCMA in evaluating the Subcontractor cost, request that the MDA Contracting Officer be included on report distribution. Contractor shall include a copy of your request in your proposal and a copy of the information provided and the date of receipt of the information. If decrement factors are used, explain their development and application. Furthermore, provide traceability from each IDWT and subcontractor proposal (as adjusted) to the prime contractor proposal showing cost input in total and by SOW paragraph and CWBS. Technical evaluations of each subcontractor and IDWT over \$2,000,000 should be conducted and provided. An analysis of errors and omissions does not constitute a technical evaluation. The Prime Contractor shall review IDWT proposals for reasonableness; however, no formal cost analysis is required
- c. For each IDWT and subcontract proposal greater than \$2,000,000, the IDWT or Subcontractor shall provide the same level of detail and information as required in the prime contractor proposal, as discussed above. These requirements shall also be flowed down to all lower tier IDWTs and

subcontracts that are greater than \$2,000,000. If IDWT and subcontractor proposals included in the higher-tier contractor proposal are sanitized, ensure separate IDWT and subcontractor proposals that include full visibility and application of all rates are submitted directly to the Government consistent with submission of the subcontract proposal to the prime contractor. Each lower tier IDWT and subcontract proposal will clearly indicate the next higher tier IDWT or subcontractor that the lower tier IDWT or subcontractor supports.

- d. Each subcontract proposal less than \$2,000,000 shall be supported by a description of the effort, the basis for pricing, and a basis of estimate. If cost estimating factors are used, provide the basis.
- e. For each IDWT proposal less than \$2,000,000, the IDWT shall provide cost data in adequate detail to disclose the elements of cost proposed.
- f. An adequate cost and/or price analysis must be provided at the time of proposal or supplemental data requests will be issued to the extent needed to determine fair and reasonableness for all subcontractor/suppliers at all tiers.
- g. Provide the information for Cost Format A. Cost Format A shall be provided consistent with Government provided Section J Attachment 10.
- h. For each IDWT and subcontract proposal, the detail and information shall be consistent with and traceable to the prime contractor WBS, CLINs and SOW paragraphs. Every IDWT and subcontractor BOE shall identify such information.
- 5. Other Direct Costs. Other direct costs should include any proposed travel costs, facility or equipment costs, and miscellaneous other direct costs. Provide a brief basis of estimate for each category of other direct costs. Provide a breakout of travel costs by CFY including the purpose and number of trips, origin and destination(s), duration, travelers per trip, and costs for airfare, per diem, rental car expenses, and other miscellaneous costs. If cost estimating factors are used, provide the basis. NOTE: All ODCs (including Travel) are to be proposed on CLIN 1500, non-fee bearing.
- 6. Commercial Software License Agreements (SLAs) and Maintenance Agreements (MAs). On or before the proposal submission date, the prime contractor shall submit and provide the Government with electronic access to a joint data base listing current, third-party commercial-off-the-shelf (COTS) software licensing agreements (SLAs) and maintenance agreements (MAs) for performing efforts and required activities under Contract HQ0147-12-C-0004. For this joint database, the prime contractor shall provide a SLA and MA tracking and status of procurement service.
 - a. In its Cost Volume submission, the contractor shall identify the third party COTS SLAs the contractor proposes to procure or has procured for

performing efforts and required activities in this RFP to include the following information:

Information to Be Submitted	Amplifying Guidance/Instruction
Standard Description/Title of Software	The contractor will identify the S/W application by CLIN(s) in this RFP.
Software (S/W) Version and Release	If improved versions of any COTS S/W are developed and made available to other licensees, the contractor will notify the Government and will offer an improved version to the Government at the Government's option.
SLA Term	For each proposed/procured COTS SLA, the contractor shall: • Specify SLA Term Start Date • Specify SLA Term End Date • Identify whether 'Initial SLA' or 'Renewal SLA'
License Grant	For each proposed/procured COTS SLA, the contractor shall identify SLA grant of license to MDA: • Unlimited rights or • Government purpose rights or • Limited rights or • Negotiated rights
Government Right to Modify/Copy S/W	'Yes' or 'No'
Government Right to Transfer/Assign SLA to Another Government Contract	If the SLA allows the Government to transfer/assign the COTS S/W license to another Government contract, the contractor shall identify: • whether user licenses are tied to a physical location or site, and • the notification period for the Government to exercise its right.
License User Scope	The contractor will identify the COTS S/W license user scope as: • Individual use license or • Site license or • Enterprise license
Unit Price for License	The contractor will identify the COTS SLA unit price and price discount terms (e.g. 2/net 30) for the SLA term of use.
Number of Licenses	The contractor will identify the total number of licenses procured and proposed to be procured.
Total Extended Price for COTS S/W SLA	Unit Price x Number of Licenses

b. In its Cost Volume submission, the contractor shall identify the MAs the contractor proposes to procure or has procured for performing efforts and

required activities in this RFP to include the following information:

Information to Be Submitted	Amplifying Guidance/Instruction	
Standard Description/Title of MA	The contractor will identify the specific hardware (H/W) and the specific S/W that the MA covers. Also, the contractor will identify the MA use by CLIN(s) in this RFP.	
MA Support and Warranty Term	For each proposed/procured MA, the contractor shall: • Specify Any Warranty Start Date • Specify Any Warranty End Date • Specify MA Support Start Date • Specify MA Support End Date • Identify whether 'Initial MA' or 'Renewal MA'	
Government Right to Transfer/Assign MA and Warranty to Another Government Contract	The contractor will notify the Government 75 days in advance of MA expiration date for the Government to renew the MA at the Government's option. If the MA allows the Government to transfer/assign the MA to another Government contract, the contractor shall identify: • whether the MA and warranty is tied to a physical location or site, and • the notification period for the Government to exercise its right.	
Unit Price for MA	The contractor will identify the MA unit price and price discount terms (e.g. 2/net 30) for the SLA term of use. The contractor shall the procured or proposed MA includes a maximum maintenance price cap for performing annual maintenance.	

7. <u>Proposal Submittal Date.</u> For this RFP, the Cost Volume proposal submission date/time is on or before xxx. If and when the prime contractor ascertains its inability to submit a complete Cost Volume proposal, including IDWT unit and subcontractor cost proposals, by the proposal submission date/time, the prime contractor shall notify the Contracting Officer for further proposal submission instruction and guidance.

INSTRUCTIONS

The goal of the automated Integrated Pricing Model (IPM) format is to provide a comprehensive working model of the Offeror and Major Subcontractor Cost/Price Volumes. The IPM will facilitate changes to source data such as direct labor hours and/or rates for the Government's evaluation purposes. When edited by the Government, the IPM must be sophisticated enough to compute the impact of individual cost element changes on the total estimated cost/price. An error free IPM is essential to ensure a correct and timely evaluation of proposed cost/prices. All formulas used in the workbook must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheet tabs is anticipated, the use of external links (to source data not provided in the workbook) is prohibited. The IPM must not contain any macros or hidden cells. The IPMs must not be locked/protected or secured by passwords. Offerors and Major Subcontractors must correct and tailor the IPM to eliminate errors and to conform to their estimating and accounting systems so that each rate/factor calculation uses the correct allocation base.

The prepopulated values in this model are only for formula and link testing and should not influence the proposed IPM.

Instructions for IPM pricing Tabs:

- "TABLES" tab: Start with this tab, completing the cells in yellow. The items such as "Contractor Name" and "Contract Name" will be populated on the "All CLINs" tab and other CLIN tabs. Other inputs will be used for the drop down validations in other tabs of the workbook. The contractor should verify the values in the tables are accurate and make updates to the tables using similar formulas as shown in the examples.
- "All CLINs" and other CLIN tabs: These tabs reflect the Format As. They should be customized to reflect the unique accounting system of the offeror. All values on these tabs should be either links to other tabs within this workbook or formulas. No hardcoded values. Each CLIN tab should be formatted identically, with the same number of rows on each with all the same labor categories and indirect rates on each row. The individual CLIN tabs should be labeled with just the CLIN number, like "0001" and "0002". Add any new CLINs needed befor the "CLIN End" tab. No information goes on the "CLIN Start" and "CLIN End" tabs. Those tabs are there so some formulas work correctly, so don't delete them.
- "INPUT Labor Hrs" tab: This tab is for listing the contractor's Labor Hours proposed to fulfill the Government's requirement. The proposed Labor Hours must be listed and identified by CWBS, labor category, rate code, location, work site, CLIN, period, and CFY level of detail. A reference to the associated narrative Basis of Estimate (BOE) in the Total Resource Volume (TRV) must be provided. The FBLRs must be linked to the "Input FBLRs" tab; however to protect proprietary data, subcontractor FBLRs should be hard-coded on this tab.
- "INPUT-Travel" tab: The purpose of this tab is to include the descrete travel estimates. The contractor can use this format or something similar to provide adequate justification of the proposed travel.
- "Input ODCs" tab: This purpose of this tab is to input the proposed ODCs listed and identified by CWBS, category, vendor, description, CLIN, and CFY level of detail.
- "Input Material" tab: This purpose of this tab is to input the proposed Materials listed and identified by CWBS, category, vendor, description, CLIN, and CFY level of detail.
- "Input Subcontracts" tab: This purpose of this tab is to input all subcontract cost, broken out by subcontractor cost (excluding commercial items and fee), commercial items, and fee.
- <u>"Input IWTAs" Tab:</u> This purpose of this tab is to input all IWTA cost, broken out by IWTA fee-bearing cost, material, commercial items, ODC/travel, and FCCOM.

• "Input - Rates & Factors" tab: The purpose of this tab is to input all direct and indirect rates, as well as base, award, and fixed fee rates. All the other IPM tabs where these rates are applied must be linked to this tab.

(b)(4)		

(b)(4)		

(b)(4)	1
	1

(b)(4)	

(b)(4)	l
	l
	l
	l
	١

(b)(4)	
ľ		

(b)(4)	
	A

(b)(4)	
	- 70 (

(b)	4)	

No values on this tab. Keep this tab after the last CLIN tab.

(b)(4)	

(b)(4)			哥

(b)(4)	

(b)(4)		

(b)(4)	

(4)		

VCF/Flat File Data Fields

Generic Title

BOE ID

Option Number (if applicable)

Option Title (if applicable)

Debit / Credit (if applicable)

Rec / Non Rec

Company

WBS Number

Wbs Title

CLIN Number

CLIN Title

SOW Number

SOW Title

Site/Location Rate Title

Cost Element Number

Cost Element Title

Dollar Type (Labor, Material, G&A, Sub, Etc.)

Fiscal year

Calendar Year

Hours / Dollars (prime & suppliers)

BOE ID	Option Number (if applicable)	Option Title (if applicable)	Debit / Credit (if applicable)
0001	Base	Base Description	Debit
0002	Option 1	Option 1 Description	Debit
0003	Option 2	Option 2 Description	Debit
0004	Option 3	Option 3 Description	Debit
0001C	Base	Base Description	Credit
0002C	Option 1	Option 1 Description	Credit
0003C	Option 2	Option 2 Description	Credit
0004C	Option 3	Option 3 Description	Credit
0001	Base	Base Description	Debit
0002	Option 1	Option 1 Description	Debit
0003	Option 2	Option 2 Description	Debit
0004	Option 3	Option 3 Description	Debit
0001C	Base	Base Description	Credit
0002C	Option 1	Option 1 Description	Credit
0003C	Option 2	Option 2 Description	Credit
0004C	Option 3	Option 3 Description	Credit
0001	Base	Base Description	Debit
0002	Option 1	Option 1 Description	Debit
0003	Option 2	Option 2 Description	Debit
0004	Option 3	Option 3 Description	Debit
0001C	Base	Base Description	Credit
0002C	Option 1	Option 1 Description	Credit
0003C	Option 2	Option 2 Description	Credit
0004C	Option 3	Option 3 Description	Credit
0001	Base	Base Description	Debit
0002	Option 1	Option 1 Description	Debit
0003	Option 2	Option 2 Description	Debit

BOE ID	Rec / Non Rec	Company	WBS Number	Wbs Title	CLIN Number
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ		WBS Description	0102
0003	Recurring	Company XYZ	1.1.3	WBS Description	0101
0004	Recurring	Company XYZ	1.1.4	WBS Description	0102
0001C	Recurring	Company XYZ	1.1.1	WBS Description	010
0002C	Recurring	Company XYZ	1.1.2	WBS Description	0102
0003C	Recurring	Company XYZ	1.1.3	WBS Description	010
0004C	Recurring	Company XYZ	1.1.4	WBS Description	0102
0001	Recurring	Company XYZ	1.1.1	WBS Description	010
0002	Recurring	Company XYZ	1.1.2	WBS Description	0102
0003	Recurring	Company XYZ	1.1.3	WBS Description	010
0004	Recurring	Company XYZ	1.1.4	WBS Description	010
0001C	Recurring	Company XYZ	1.1.1	WBS Description	010
0002C	Recurring	Company XYZ	1.1.2	WBS Description	010
0003C	Recurring	Company XYZ	1.1.3	WBS Description	010
0004C	Recurring	Company XYZ	1.1.4	WBS Description	010
0001	Recurring	Company XYZ	1.1.1	WBS Description	010
0002	Recurring	Company XYZ	1.1.2	WBS Description	010
0003	Recurring	Company XYZ	1.1.3	WBS Description	010
0004	Recurring	Company XYZ	1.1.4	WBS Description	010
0001C	Recurring	Company XYZ	1.1.1	WBS Description	010
0002C	Recurring	Company XYZ	1.1.2	WBS Description	010
0003C	Recurring	Company XYZ	1.1.3	WBS Description	010
0004C	Recurring	Company XYZ	1.1.4	WBS Description	010
0001	Recurring	Company XYZ	1.1.1	WBS Description	010
0002	Recurring	Company XYZ	1.1.2	WBS Description	010
0003	Recurring	Company XYZ	1.1.3	WBS Description	010

Sicologia (sow		Site/Location
BOE ID	CLIN Title	Number	SOW Title	Rate Title
0001	CLIN Description	3.1.1	SOW Description	Huntsville
0002	CLIN Description	3.1.2	SOW Description	Huntsville
0003	CLIN Description	3.1.3	SOW Description	Huntsville
0004	CLIN Description	3.1.4	SOW Description	Huntsville
0001C	CLIN Description	3.1.1	SOW Description	Huntsville
0002C	CLIN Description	3.1.2	SOW Description	Huntsville
0003C	CLIN Description	3.1.3	SOW Description	Huntsville
0004C	CLIN Description	3.1.4	SOW Description	Huntsville
0001	CLIN Description	3.1.1	SOW Description	Huntsville
0002	CLIN Description	3.1.2	SOW Description	Huntsville
0003	CLIN Description	3.1.3	SOW Description	Huntsville
0004	CLIN Description	3.1.4	SOW Description	Huntsville
0001C	CLIN Description	3.1.1	SOW Description	Huntsville
0002C	CLIN Description	3.1.2	SOW Description	Huntsville
0003C	CLIN Description	3.1.3	SOW Description	Huntsville
0004C	CLIN Description	3.1.4	SOW Description	Huntsville
0001	CLIN Description	3.1.1	SOW Description	Huntsville
0002	CLIN Description	3.1.2	SOW Description	Huntsville
0003	CLIN Description	3.1.3	SOW Description	Huntsville
0004	CLIN Description	3.1.4	SOW Description	Huntsville
0001C	CLIN Description	3.1.1	SOW Description	Huntsville
0002C	CLIN Description	3.1.2	SOW Description	Huntsville
0003C	CLIN Description	3.1.3	SOW Description	Huntsville
0004C	CLIN Description	3.1.4	SOW Description	Huntsville
0001	CLIN Description	3.1.1	SOW Description	Huntsville
0002	CLIN Description	3.1.2	SOW Description	Huntsville
0003	CLIN Description	3.1.3	SOW Description	Huntsville

	Cost Element		Dollar Type (Labor, Material,
BOE ID	Number	Cost Element Title	G&A, Sub, Etc.)
0001	Engineer 1	Engineering Level 1	Labor Hours
0002	Engineer 1	Engineering Level 1	Labor Hours
0003	Engineer 1	Engineering Level 1	Labor Hours
0004	Engineer 2	Engineering Level 2	Labor Hours
0001C	Engineer 2	Engineering Level 2	Labor Hours
0002C	Engineer 2	Engineering Level 2	Labor Hours
0003C	Engineer 2	Engineering Level 2	Labor Hours
0004C	Engineer 2	Engineering Level 2	Labor Hours
0001	Engineer 1	Engineering Level 1	Labor Dollars
0002	Engineer 1	Engineering Level 1	Labor Dollars
0003	Engineer 1	Engineering Level 1	Labor Dollars
0004	Engineer 2	Engineering Level 2	Labor Dollars
0001C	Engineer 2	Engineering Level 2	Labor Dollars
0002C	Engineer 2	Engineering Level 2	Labor Dollars
0003C	Engineer 2	Engineering Level 2	Labor Dollars
0004C	Engineer 2	Engineering Level 2	Labor Dollars
0001	Engineer 1	Engineering Level 1	Overhead
0002	Engineer 1	Engineering Level 1	Overhead
0003	Engineer 1	Engineering Level 1	Overhead
0004	Engineer 2	Engineering Level 2	Overhead
0001C	Engineer 2	Engineering Level 2	Overhead
0002C	Engineer 2	Engineering Level 2	Overhead
0003C	Engineer 2	Engineering Level 2	Overhead
0004C	Engineer 2	Engineering Level 2	Overhead
0001	Engineer 1	Engineering Level 1	G&A
0002	Engineer 1	Engineering Level 1	G&A
0003	Engineer 1	Engineering Level 1	G&A

		Calendar	Hours / Dollars (prime &
BOE ID	Fiscal year	Year	suppliers)
0001	2020	2019	300.0
0002	2020	2020	300.0
0003	2021	2020	300.0
0004	2021	2021	300.0
0001C	2020	2019	-300.0
0002C	2020	2020	-300.0
0003C	2021	2020	-300.0
0004C	2021	2021	-300.0
0001	2020	2019	\$10,000
0002	2020	2020	\$10,000
0003	2021	2020	\$10,000
0004	2021	2021	\$10,000
0001C	2020	2019	-\$10,000
0002C	2020	2020	-\$10,000
0003C	2021	2020	-\$10,000
0004C	2021	2021	-\$10,000
0001	2020	2019	\$10,000
0002	2020	2020	\$10,000
0003	2021	2020	\$10,000
0004	2021	2021	\$10,000
0001C	2020	2019	-\$10,000
0002C	2020	2020	-\$10,000
0003C	2021	2020	-\$10,000
0004C	2021	2021	-\$10,000
0001	2020	2019	\$10,000
0002	2020	2020	\$10,000
0003	2021	2020	\$10,000

BOE ID	Option Number (if applicable)	Option Title (if applicable)	Debit / Credit (if applicable)
0004	Option 3	Option 3 Description	Debit
0001C	Base	Base Description	Credit
0002C	Option 1	Option 1 Description	Credit
0003C	Option 2	Option 2 Description	Credit
0004C	Option 3	Option 3 Description	Credit
	Base	Base Description	Debit
	Base	Base Description	Credit
0010	Base	Base Description	Debit
0010C	Base	Base Description	Credit
0011	Base	Base Description	Debit
0011C	Base	Base Description	Credit
	Base	Base Description	Debit
	Option 1	Option 1 Description	Debit
	Option 2	Option 2 Description	Debit
	Option 3	Option 3 Description	Debit
	Base	Base Description	Credit
	Option 1	Option 1 Description	Credit
	Option 2	Option 2 Description	Credit
	Option 3	Option 3 Description	Credit

BOE ID	Rec / Non Rec	Company	WBS Number	Wbs Title	CLIN Number
0004	Recurring	Company XYZ	1.1.4	WBS Description	0102
0001C	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002C	Recurring	Company XYZ	1.1.2	WBS Description	0102
0003C	Recurring	Company XYZ	1.1.3	WBS Description	0101
0004C	Recurring	Company XYZ	1.1.4	WBS Description	0102
	Recurring	Company XYZ	1.1.1	WBS Description	0101
	Recurring	Company XYZ	1.1.1	WBS Description	0101
0010	Recurring	Company XYZ	1.1.1	WBS Description	010
0010C	Recurring	Company XYZ	1.1.1	WBS Description	010
0011	Recurring	Company XYZ	1.1.1	WBS Description	010
0011C	Recurring	Company XYZ	1.1.1	WBS Description	010
	Recurring	Company ABC	1.1.1	WBS Description	010
	Recurring	Company ABC	1.1.2	WBS Description	0102
	Recurring	Company ABC	1.1.3	WBS Description	010
	Recurring	Company ABC	1.1.4	WBS Description	0102
	Recurring	Company ABC	1.1.1	WBS Description	010
	Recurring	Company ABC	1.1.2	WBS Description	0102
	Recurring	Company ABC	1.1.3	WBS Description	010
	Recurring	Company ABC	1.1.4	WBS Description	0102

BOE ID	CLIN Title	SOW Number	SOW Title	Site/Location Rate Title
0004	CLIN Description	3.1.4	SOW Description	Huntsville
0001C	CLIN Description	3.1.1	SOW Description	Huntsville
0002C	CLIN Description	3.1.2	SOW Description	Huntsville
0003C	CLIN Description	3.1.3	SOW Description	Huntsville
0004C	CLIN Description	3.1.4	SOW Description	Huntsville
	CLIN Description	3.1.1	SOW Description	Vandenberg
	CLIN Description	3.1.1	SOW Description	Vandenberg
0010	CLIN Description	3.1.1	SOW Description	Vandenberg
0010C	CLIN Description	3.1.1	SOW Description	Vandenberg
0011	CLIN Description	3.1.1	SOW Description	Huntsville
0011C	CLIN Description	3.1.1	SOW Description	Huntsville
	CLIN Description	3.1.1	SOW Description	Vandenberg
	CLIN Description	3.1.2	SOW Description	Vandenberg
	CLIN Description	3.1.3	SOW Description	Vandenberg
	CLIN Description	3.1.4	SOW Description	Vandenberg
	CLIN Description	3.1.1	SOW Description	Vandenberg
	CLIN Description	3.1.2	SOW Description	Vandenberg
	CLIN Description	3.1.3	SOW Description	Vandenberg
	CLIN Description	3.1.4	SOW Description	Vandenberg

BOE ID	Cost Element Number	Cost Element Title	Dollar Type (Labor, Material, G&A, Sub, Etc.)
0004	Engineer 2	Engineering Level 2	G&A
0001C	Engineer 2	Engineering Level 2	G&A
0002C	Engineer 2	Engineering Level 2	G&A
0003C	Engineer 2	Engineering Level 2	G&A
0004C	Engineer 2	Engineering Level 2	G&A
	XYZ_PP	Purchased Parts	Material
=	XYZ_PP	Purchased Parts	Material
0010	XYZ_Shipping	Shipping	ODCs
0010C	XYZ_Shipping	Shipping	ODCs
0011	XYZ_Travel	Travel	Travel
0011C	XYZ_Travel	Travel	Travel
	Company ABC	Company ABC Cost	Sub
	Company ABC	Company ABC Fee	Sub
	Company ABC	Company ABC Cost	Sub
	Company ABC	Company ABC Fee	Sub
	Company ABC	Company ABC Cost	Sub
	Company ABC	Company ABC Fee	Sub
	Company ABC	Company ABC Cost	Sub
	Company ABC	Company ABC Fee	Sub

BOE ID	Fiscal year	Calendar Year	Hours / Dollars (prime & suppliers)
0004	2021	2021	\$10,000
0001C	2020	2019	-\$10,000
0002C	2020	2020	-\$10,000
0003C	2021	2020	-\$10,000
0004C	2021	2021	-\$10,000
	2020	2019	\$10,000
	2020	2019	-\$10,000
0010	2020	2019	\$10,000
0010C	2020	2019	-\$10,000
0011	2020	2019	\$10,000
0011C	2020	2019	-\$10,000
	2020	2019	\$10,000
	2020	2020	\$10,000
	2021	2020	\$10,000
	2021	2021	\$10,000
	2020	2019	-\$10,000
	2020	2020	-\$10,000
	2021	2020	-\$10,000
	2021	2021	-\$10,000

Next Generation Interceptor (NGI) FPR Volume VII – Contract Documentation

HQ0856-20-R-0001 January 2021

COST AND SOFTWARE DATA REPORTING PLAN	OMB No. 0704-0188
The public reporting burden for this collection of information is estimated to average 8 hours per response, including the ting athering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regard information, including suggestions for reducing the burden, to Department of Defense, Executive Services Directorate (07 any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE O	arding this burden estimate or any other aspect of this collection 704-0188). Respondents should be aware that notwithstanding if it does not display a currently valid OMB control number.
1a. PROGRAM NAME: Next Generation Interceptor	
1b. PHASE/MILESTONE (check all that apply)	
X Pre-A A B	
C-LRIP C-FRP	
1c. PRIME MISSION PRODUCT	
1d. ACQUISITION CATEGORY (ACAT) Pre-ACAT ACAT I (MDAP)	
ACAT IA (MAIS) ACAT II ACAT III	
X Other	
2. COMMODITY TYPE	
System of Systems	
3. PLAN ITERATION TYPE X INITIAL	
REVISION	
4. CURRENT SUBMISSION DATE (YYYYMMDD)	
20190918	

EVPORT CONTROLLED INFORMATION

Next Generation Interceptor (NGI) FPR Volume VII – Contract Documentation

HQ0856-20-R-0001 January 2021

5. LAST APPROVED PLAN DATE (YYYYMMDD)	
6a. GOVERNMENT PLAN POINT OF CONTACT (POC) NAME (Last, First, M.)	
Petty, Christel	
6b. ADDRESS (Include ZIP Code)	
5224 Martin Road, Redstone Arsenal, AL 35898	
6c. TELEPHONE NUMBER (Include Area Code)	
(256) 450-5334	
6d. E-MAIL ADDRESS christel.petty@mda.mil; csdr@mda.mil	
7. PLAN TYPE GOVERNMENT X CONTRACT (PRIME) CONTRACT (SUB)	
B. PLAN GOVERNMENT PREPARING ORGANIZATION MDA	
9a. CONTRACTOR NAME/ADDRESS . REPORTING ORGANIZATION NAME	
TBD	
i. DIVISION NAME	
TBD	
ii. LOCATION	
TBD	
v. CONTRACTOR BUSINESS DATA REPORT (CBDR 1921-3) REQUIREMENT: CBDR REQUIRED FOR THIS ORGANIZATION	
9b. CONTRACT NUMBER (List all that apply, separated by commas)	
TBD	

Next Generation Interceptor (NGI) FPR Volume VII – Contract Documentation

HQ0856-20-R-0001 January 2021

9c. APPROPRIATION (check all that apply) X RDT&E PROCUREMENT O&M FMS WCF OTHER		
10a. APPROVED PLAN NUMBER		
N/A		
10b. APPROVED PLAN REVISION NUMBER		
N/A		
10c. APPROVED PLAN REQUIREMENTS X AT COMPLETION COSTS FOR STANDARD FUNCTIONAL CATEGORIES (FlexFile or Legacy) X AT COMPLETION COSTS FOR RECURRING/NONRECURRING (FlexFile only) X TECHNICAL DATA REQUIRED		
10d. COST REPORT TYPE X FLEXFILE LEGACY DD 1921 SERIES		
DRAFT DD FORM 2794 (PAGE 1) METADATA JANUARY 2019	PREVIOUS EDITION IS OBSOLETE	

EXPORT CONTROLLED INFORMATION

Page 0525 of 1191

Page 0526 of 1191

Page 0527 of 1191

Page 0528 of 1191

Page 0529 of 1191

Page 0530 of 1191

Page 0531 of 1191

Page 0532 of 1191

Page 0533 of 1191

Page 0534 of 1191

Page 0535 of 1191

Page 0536 of 1191

Page 0537 of 1191

Page 0538 of 1191

Page 0539 of 1191

Page 0540 of 1191

Page 0541 of 1191

(b)(4)

COST AND SOFTWARE DATA REPORTING PLAN 14. CSDR SUBMISSION EVENTS						
a. EVENT ID	b. DATA REPORT(S)	C. SUBMISSION EVENT NAME	d. REPORT CYCLE	e. AS OF DATE (YYYYMMDD)	f. DUE DATE (YYYYMMDD)	
1	Flexfile Cost/Hour and Quantity Reports	Contract Award	Initial	60 days after the contract award	90 days after contract award	
2	Flexfile Cost/Hour and Quantity Reports	Annual Submission	Interim	20XX0930	20XX1230	
3	Flexfile Cost/Hour and Quantity Reports	Program re-baselines due to significant user requirements change	Interim	Date of the re- baseline	60 days after the re baseline	
4	Flexfile Cost/Hour and Quantity Reports	Milestones (as requested by Government)	Interim	TBD	60 days after the milestone	
5	Flexfile Cost/Hour and Quantity Reports	Final Report	Final	TBD	90 days after 95% of contract costs have been incurred	
6	Technical Data Reports	Contract Award	Initial	60 days after the contract award	90 days after contract award	
7	Technical Data Reports	Annual Submission	Interim	20XX0930	20XX1230 90 days after 95%	
8	Technical Data Reports	Final Report	Final	TBD	contract costs have been incurred	
9	SRDR Development Report (Total Contract)	Contract Award	Initial	TBD	60 days after Contract Award, no later than the	
10	SRDR Development Report	Per CSCI, start of each software increment effort	Initial	TBD	60 days after start of each software increment effort	
11	SRDR Development Report	Software Requirements Review (SRR), Preliminary Design Review (PDR), Critical Design Review (CDR)	Interim	Date of milestone	60 days after the milestone	
12	SRDR Development Report	Per CSCI, finish of each software increment effort	Fiinal	TBD	60 days after the finish of each software incremen	
13	SRDR Maintenance Report	Annually (TBD)	Interim	TBD	effort TBD 60 days after the	
14	SRDR Maintenance Report	Contract End (TBD)	Final	TBD	final end item has been delivered and accepted by the government	

DRAFT DD FORM 2794 (PAGE 3), SUBMISSION EVENTS, JANUARY 2019

PREVIOUS EDITION IS OBSOLETE

COST AND SOFTWARE DATA REPORTING PLAN

15. REMARKS

CP Approval

The initial CSDR plan for cost reporting submissions, including the initial CWBS, must be approved by CP. Any edits to the CWBS shown here, must be approved by CP and only CP may modify the CSDR plan. Any elements added to the CWBS after the initial, approved submittal will require all cost reporting CDRLs on this contract unless CP issues an update to this CSDR plan. Any deletion of elements from the initial, approved CWBS will not be removed from cost reporting requirements unless approved by CP and reflected on a updated, CP-issued CSDR plan. It is the responsibility of the Prime Contractor to request modifications to the CSDR plan.

Subcontractors

With each submission, provide a list of all subcontractors/IOTs where scope at completion exceeds \$20 Million.

Direct-reporting subcontractors will be provided a subcontract CSDR plan. Prime contractor is responsible for requesting CSDR plans for all subcontractors where scope at completion is at least \$50 Million. The government may request direct cost reporting if subcontractors exceed \$20 Million. If a subcontract CSDR plan is not provided, subcontractors will report all levels shown on the prime CSDR plan, including elements that may be N/A to prime contractor.

Sub-Assemblies Elements

Include in the Remarks section a list of all sub-assemblies/sub-components captured in this WBS

NON-RECURRING/RECURRING DEFINITIONS:

The contractor will utilize the specific definitions and requirements in the CSDR Manual (DoD 5000.04-M-1), the latest FlexFile Implementation Guide and the definitions in the DIDs for the FlexFile to segregate Recurring and Nonrecurring costs discretely and not as an aggregate. There are no refinements or expansions to these definitions warranted.

The checkmarks for EAC/FAC in column 12e at the WBS level shall be reported as "Forecast at Completion" (FAC). The Forecast At Completion (FAC) required here is not subject to the standards established in ANSI/EIA-748 guideline #27 (Estimate at Complete); therefore, the FAC does not need to be, but may be, derived from Industry Earned Value Management (EVM) processes.

Unit/Sublot Reporting:

- a. The Reporting Entity is required to provide unit reporting for any given Order/Lot and End Item.
- b. Product Characteristics: Unit/Sublot reports must include the WEIGHT and POWER in the quantity dictionary.

Next Generation Interceptor (NGI) FPR Volume VII – Contract Documentation

HQ0856-20-R-0001 January 2021

The Reporting Entity shall provide meaningful quantity information lower than the summary level in the remarks for WBS elements Peculiar Support Equipment, Common Support Equipment, and Initial Spares and Repair Parts, if applicable.

Final Cost Report to be submitted when final end item has been delivered and accepted by the government (e.g., as evidenced by a completed DD 250) and 95% or more of total costs for each Order/Lot (see Block 16) and each End Item (see Block 17) has been incurred.

The WBS Dictionary is a living document and must match the technical content, cost content, and work content of each end item (see Block 17) for all WBS elements for each Cost and Hour (FlexFile) submission. The dictionary shall contain a disclosure statement detailing any differences between the CSDR reporting methodology and the reporting entity's Cost Accounting Standards. The dictionary shall include a section detailing how parts are procured under this contract and any limitations of the parts procurement cost data or allocation of cost data for the WBS element.

The reporting entity must maintain and update the WBS Dictionary throughout the life of the contract, IAW DI-FNCL-82162, if changes to the WBS occur, the reporting entity shall annotate and track changes by adding the "As of Date" of the submitted FlexFile report and indicate the changes to the WBS Index and Dictionary Definitions.

For WBS elements identified in block 11 of the CSDR plan that is not within the contract's scope of work, the reporting entity shall report in the dictionary that "This CSDR WBS element is not associated with this contract's scope of work", and zero costs will be associated for ATD and FAC for these WBS elements.

Block 16 Orders/Lots is meant to capture the discrete Delivery Orders/Task Orders exercised on the contract. If a Delivery Order/Task Order is exercised on the contract and the CSDR plan has not been updated, it is the reporting entity's responsibility to still submit the dollars and hours in the FlexFile tagged to the appropriate Delivery Orders/Task Orders. The CSDR plan will be revised accordingly to include all exercised Delivery Orders/Task Orders. Delivery Orders on this Contract indicates Lots.

Software Releases and Computer Software Configuration Items (CSCIs) are meant to capture the technical information and effort associated with each software Release and CSCI. If a Release or CSCI is defined on the contract and the CSDR plan has not been updated, it is the Reporting Entity's responsibility to submit the technical data, the dollars, and the hours in the SRDR by the appropriate Release(s) and CSCI(s). The CSDR plan will be revised accordingly to include any identified Releases/CSCIs.

A post award conference with Government, prime, and major subcontractors should be held immediately after contract award to finalize CSDR requirements.

DRAFT DD FORM 2794 (PAGE 4), REMARKS, JANUARY 2019

PREVIOUS EDITION IS OBSOLETE

C	OST AND SOFTWAI	RE DATA REPORTING	PLAN
INT	RA-CONTRACT SC	OPE REPORTING DEF	INITION
6. ORDERS/LOTS			
a. ID	b.	c. PHASE/MILESTONI	
LOTDev LOT1N	Development of the NGI LOT1N		
. END ITEMS		NAME	
a. ID AUR	All Up Round		
S. OPTIONAL REQUIR	REMENTS		
a. ORDER/LOT ID	b. END ITEM ID	c. UNIT REPORTING (X if applicable)	d. SEQUENCING (X if applicable)
LOTDev	AUR	х	х
LOTDev			

19. RELEASES			*To be determined post award:					
a. ID	b. NAME	c. DATE		Software Releases and Computer Software Configuration Items (CSCIs) are meant to capture technical information and effort associated with e- software Release and CSCI. If a Release or CSCI				
20. CSCI'S					defined on the contract and the CSDR plan has not			
a. ID 21. PRODUCT SIZE REPORTI	b. NAME	been updated, it is the Reporting Entiresponsibility to submit the technical da dollars, and the hours in the SRDR by appropriate Release(s) and CSCI(s). The C will be revised accordingly to include any Releases/CSCIs.						
a. CODE	b. NAME	c. RELEASE ID	d. CSCI ID	A post award conference with Government, prime and major subcontractors should be held immediately after contract award to finalize CSDF requirements.				
22. PRODUCT SIZE SUBMISSIONS		/	c. RELEASE ID:					
a. NUMBER	b. NAME			Included?	Included?	Included?		

	COST AND SOFTWARE DATA	REPORTING PLAN - SRDR N	MAINTENANCE		
23. RELEASES					
a. ID	b. NAME	c. DATE			
24. PRODUCT SIZE REPORTIN	G ELEMENTS				7
a. CODE	b. NAME	c. RELEASE ID			
25. PRODUCT SIZE SUBMISSIONS		c. RELEASE ID:			
a. NUMBER	b. NAME		Included?	Included?	Included?

Page 0548 of 1191

Page 0549 of 1191

Page 0550 of 1191

Page 0551 of 1191

Page 0552 of 1191

Page 0553 of 1191

Page 0554 of 1191

Page 0555 of 1191

Page 0556 of 1191

Page 0557 of 1191

Page 0558 of 1191

Page 0559 of 1191

Page 0560 of 1191

Page 0561 of 1191

Page 0562 of 1191

Page 0563 of 1191

Page 0564 of 1191

Page 0565 of 1191

Page 0566 of 1191

Page 0567 of 1191

Page 0568 of 1191

Page 0569 of 1191

Page 0570 of 1191

Page 0571 of 1191

Page 0572 of 1191

Page 0573 of 1191

Page 0574 of 1191

Page 0575 of 1191

Page 0576 of 1191

Page 0577 of 1191

Page 0578 of 1191

Page 0579 of 1191

Page 0580 of 1191

Page 0581 of 1191

Page 0582 of 1191

Page 0583 of 1191

Page 0584 of 1191

Page 0585 of 1191

Page 0586 of 1191

Page 0587 of 1191

Page 0588 of 1191

Page 0589 of 1191

Page 0590 of 1191

Page 0591 of 1191

Page 0592 of 1191

Page 0593 of 1191

Page 0594 of 1191

Page 0595 of 1191

Page 0596 of 1191

Page 0597 of 1191

Page 0598 of 1191

Page 0599 of 1191

Page 0600 of 1191

Page 0601 of 1191

Page 0602 of 1191

Page 0603 of 1191

Page 0604 of 1191

Page 0605 of 1191

Page 0606 of 1191

Page 0607 of 1191

Page 0608 of 1191

Page 0609 of 1191

Page 0610 of 1191

Page 0611 of 1191

Page 0612 of 1191

Page 0613 of 1191

Page 0614 of 1191

Page 0615 of 1191

Page 0616 of 1191

Page 0617 of 1191

Page 0618 of 1191

Page 0619 of 1191

Page 0620 of 1191

Page 0621 of 1191

Page 0622 of 1191

Page 0623 of 1191

Page 0624 of 1191

Page 0625 of 1191

Page 0626 of 1191

Page 0627 of 1191

Page 0628 of 1191

Page 0629 of 1191

Page 0630 of 1191

Page 0631 of 1191

Page 0632 of 1191

Page 0633 of 1191

Page 0634 of 1191

Page 0635 of 1191

Page 0636 of 1191

Page 0637 of 1191

Page 0638 of 1191

Page 0639 of 1191

Page 0640 of 1191

Page 0641 of 1191

Page 0642 of 1191

Page 0643 of 1191

Page 0644 of 1191

Page 0645 of 1191

Page 0646 of 1191

Page 0647 of 1191

Page 0648 of 1191

Page 0649 of 1191

Page 0650 of 1191

Page 0651 of 1191

Page 0652 of 1191

Page 0653 of 1191

Page 0654 of 1191

Page 0655 of 1191

Page 0656 of 1191

Page 0657 of 1191

Page 0658 of 1191

Page 0659 of 1191

Page 0660 of 1191

Page 0661 of 1191

Page 0662 of 1191

Page 0663 of 1191

Page 0664 of 1191

Page 0665 of 1191

Page 0666 of 1191

Page 0667 of 1191

Page 0668 of 1191

Page 0669 of 1191

h	٠,	1	л	١
ш	,,	1	4	. ,

\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOSED	

\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOS	

\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	

(b)(4)

1100	Systems Engineering and Program	Mgmt.
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
		TOTAL PROPOSED

\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOSED	

\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOSED	

(\$1.0 = 1,00
	CLIN D
	0100 Systems Engineering ar
	0200 NGI AUR Development
	0300 NGI AUR Software Deve
	0400 PSE/STE Development
	0500 ODCs & Travel
	0601 NGI AUR Delivery Long
	0602 NGI AUR Delivery Long
	1100 Systems Engineering ar
	1101 VAFB Silo Modifications
= -1	1200 NGI AUR Development
	1201 NGI AUR Test Articles (
	1202 NGI AUR Test Articles (
	1300 NGI AUR Software Deve
	1400 PSE/STE
	1500 ODCs & Travel
OSED	

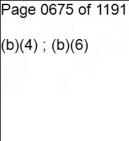
\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
44.4	TOTAL PROPOSEI	

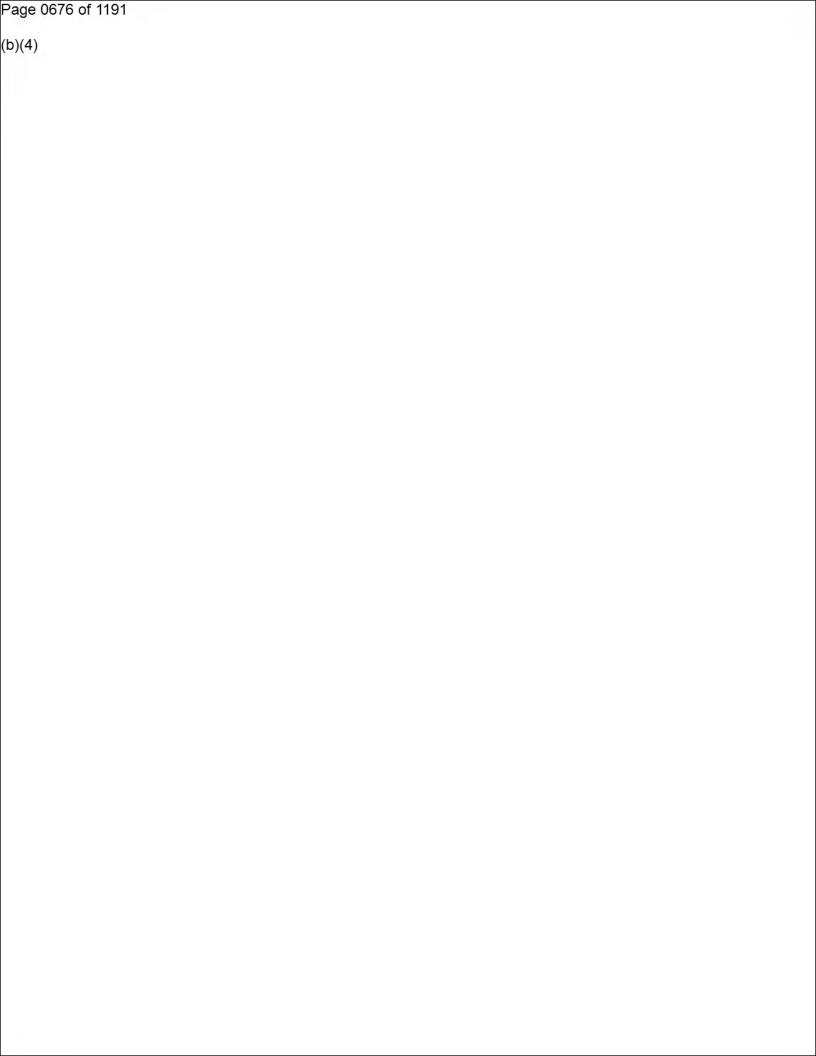
\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	

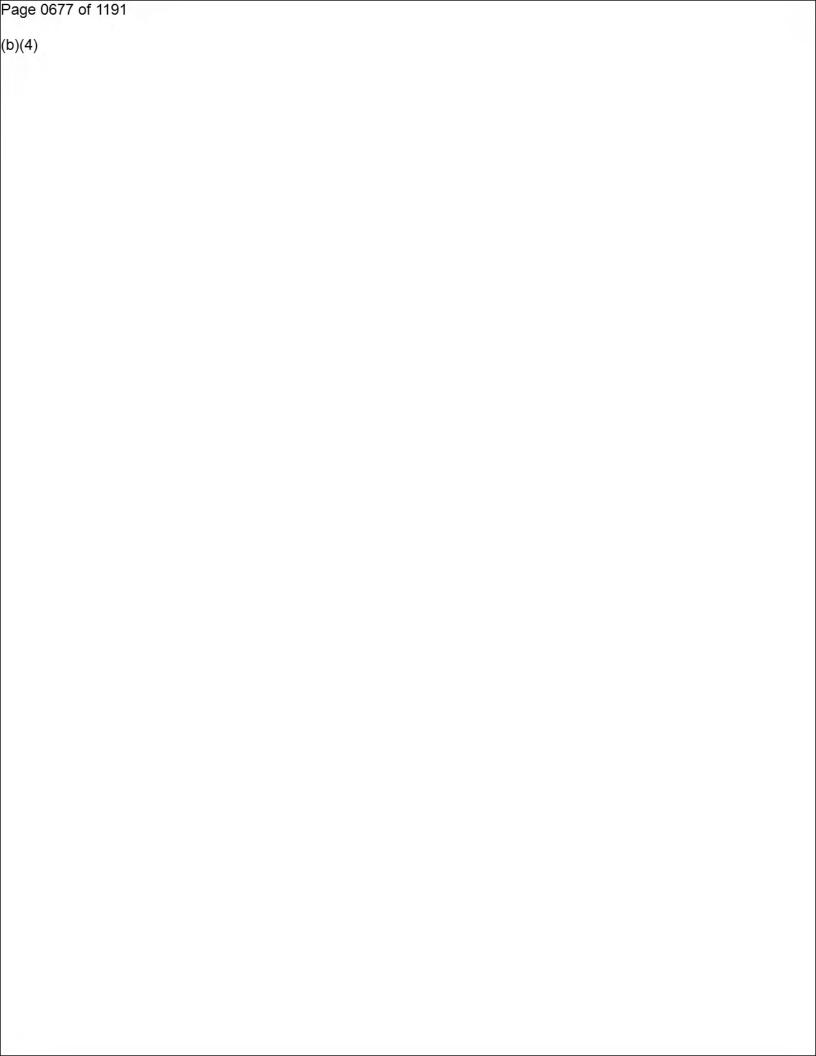
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOS	SEC

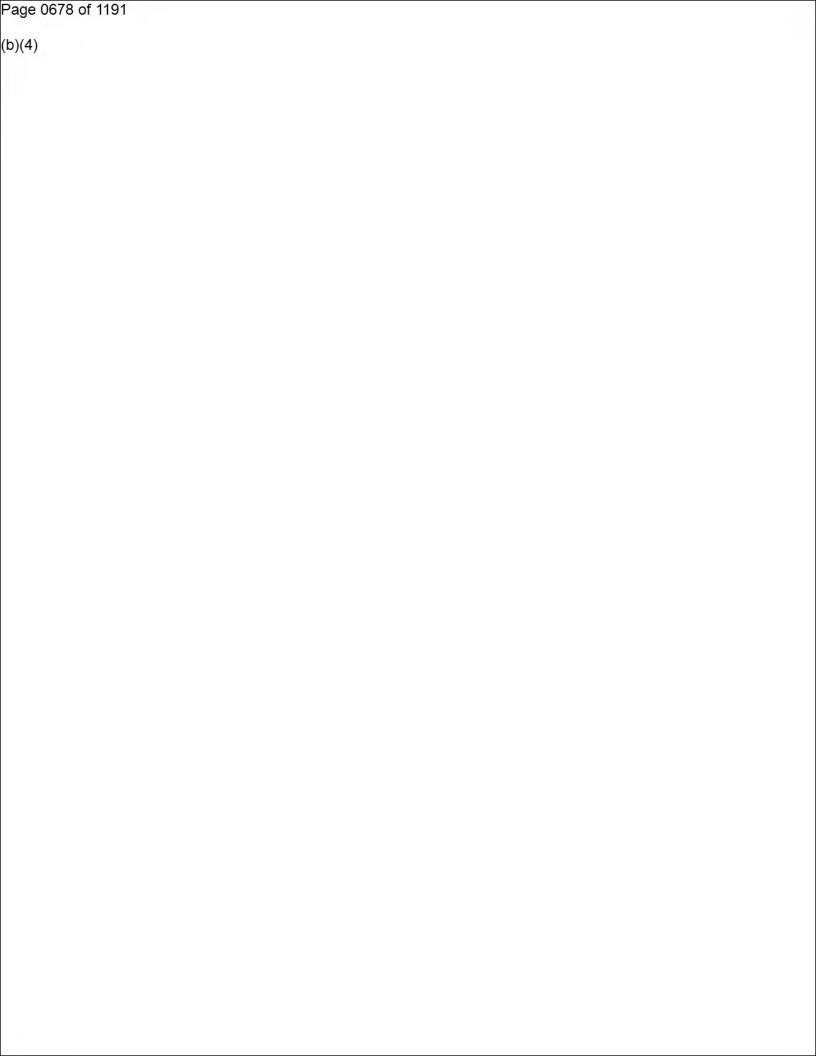
\$1.0 = 1,000,000		
CLIN	Description	
0100	Systems Engineering and Program Mgmt.	
0200	NGI AUR Development Pre-KP#3	
0300	NGI AUR Software Development	
0400	PSE/STE Development	
0500	ODCs & Travel	
0601	NGI AUR Delivery Long Lead Material (pre-PDR)	
0602	NGI AUR Delivery Long Lead Material (post-PDR)	
1100	Systems Engineering and Program Mgmt.	
1101	VAFB Silo Modifications	
1200	NGI AUR Development Post-KP#3	
1201	NGI AUR Test Articles (Qty 8)	
1202	NGI AUR Test Articles (Qty 2)	
1300	NGI AUR Software Development	
1400	PSE/STE	
1500	ODCs & Travel	
	TOTAL PROPOSED	

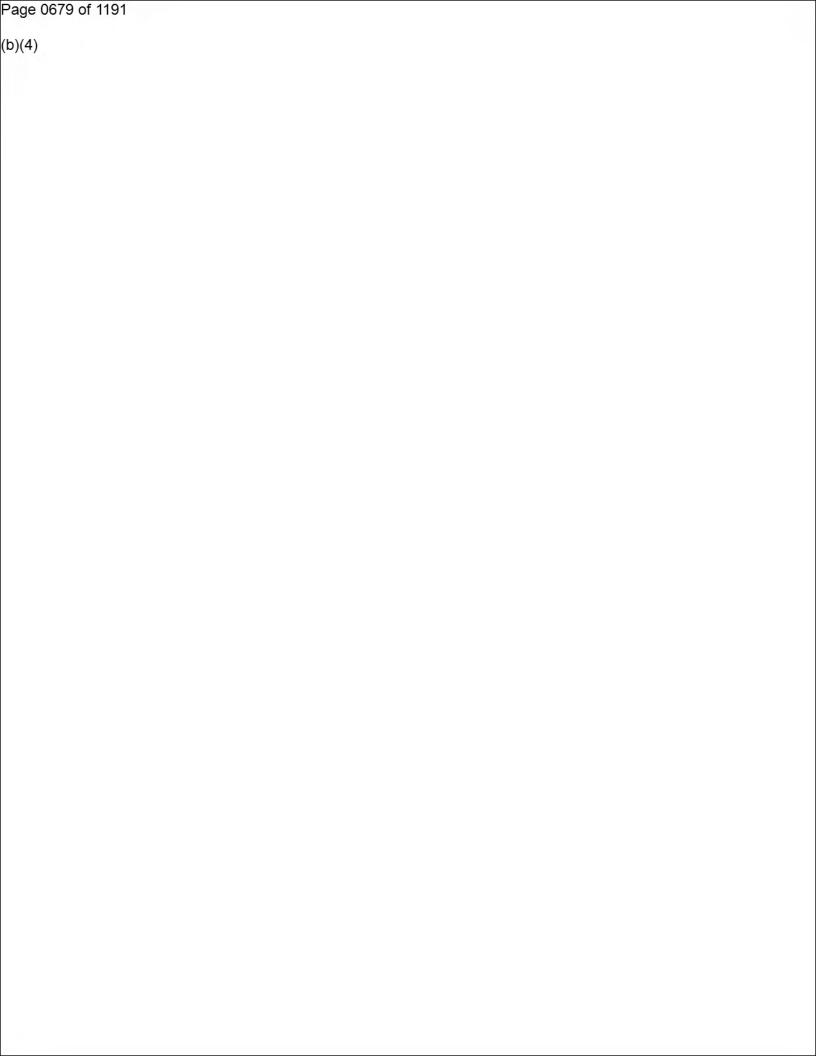


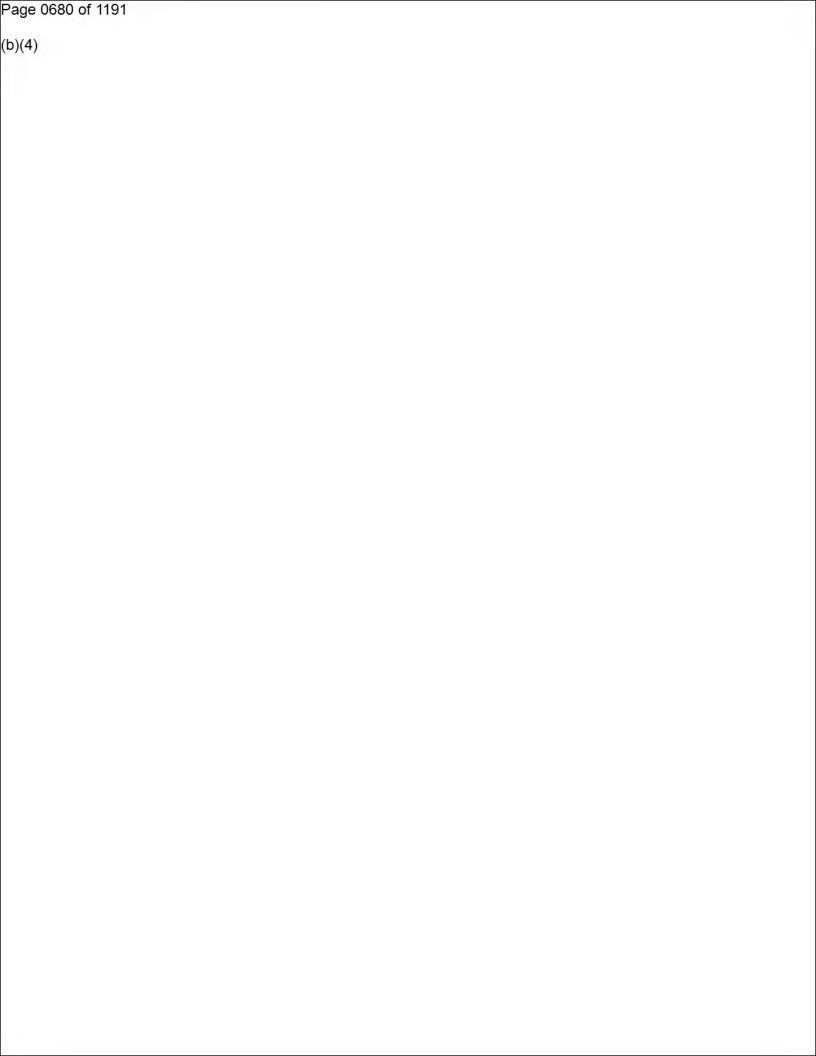


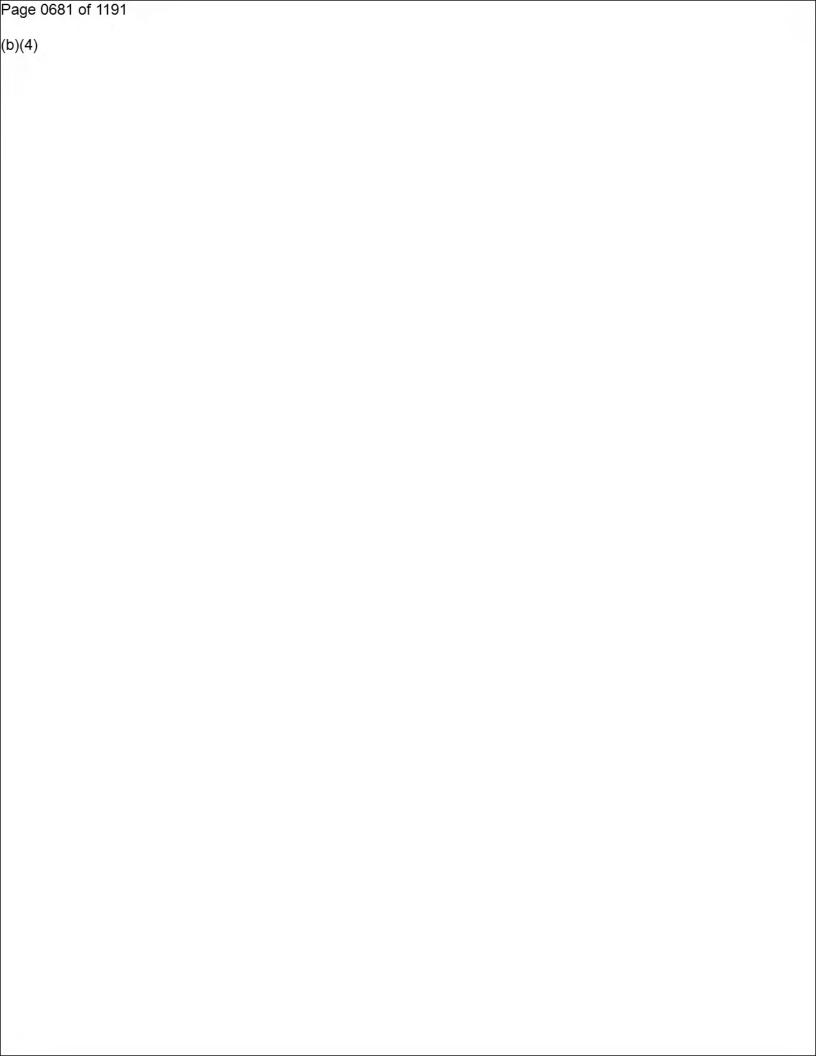


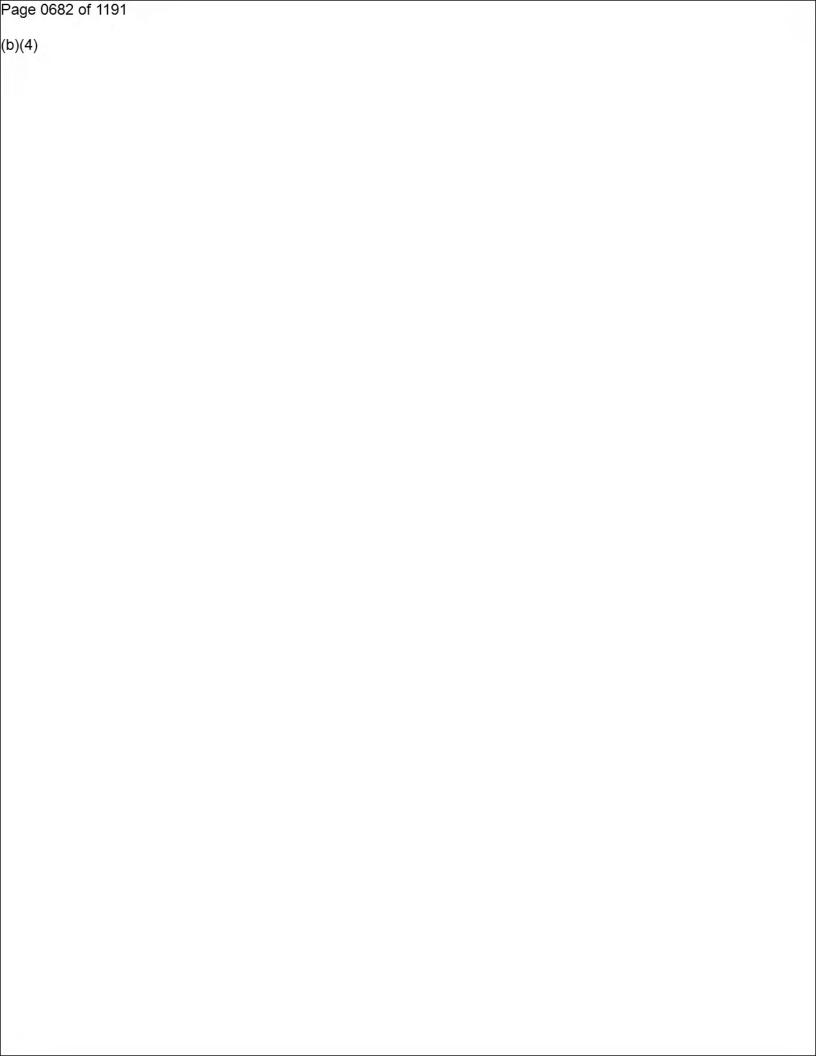


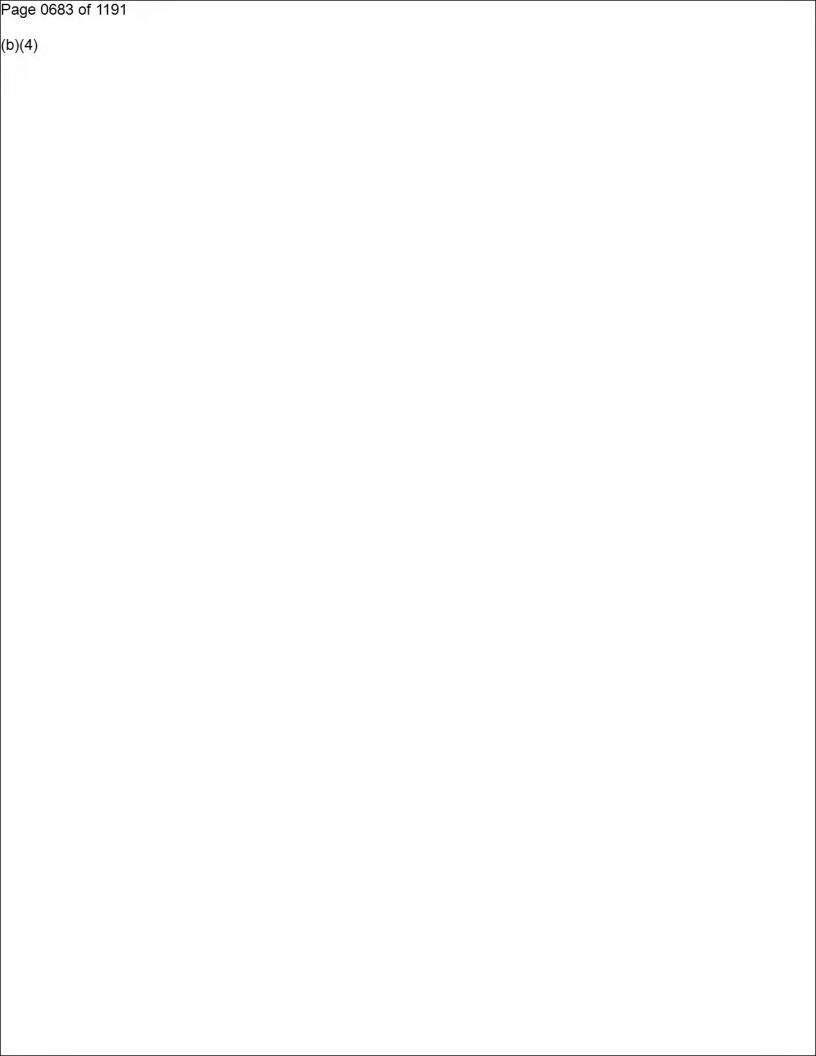


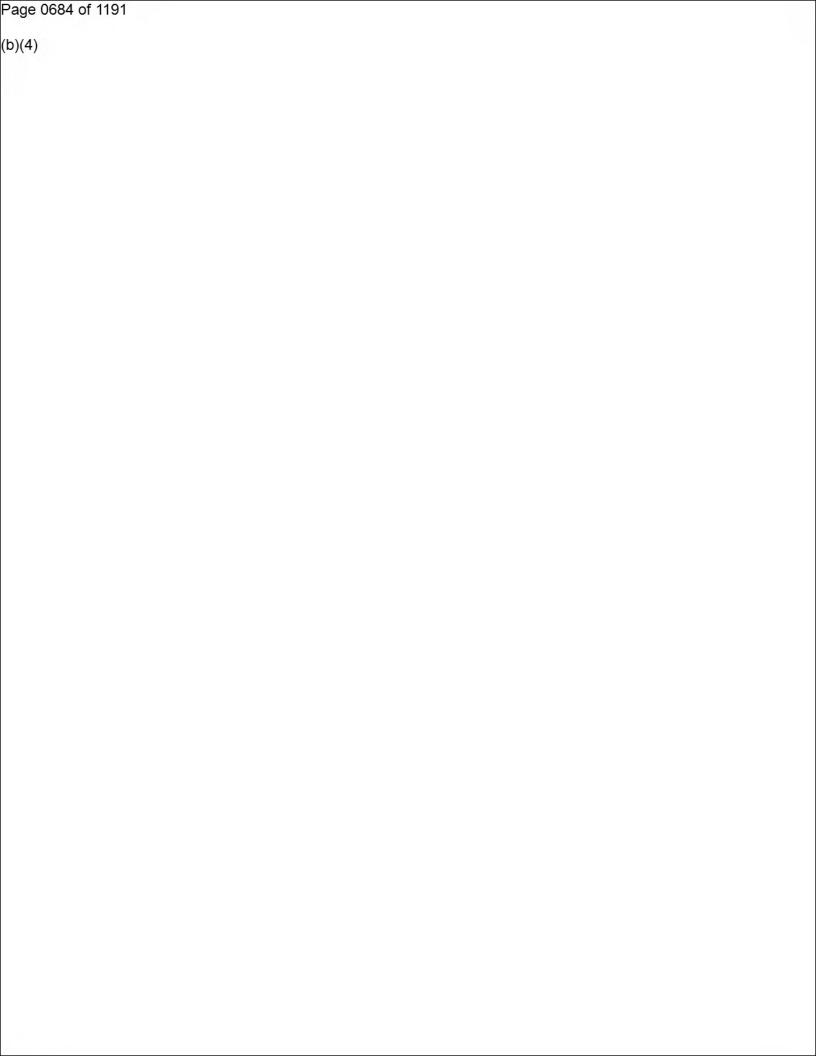


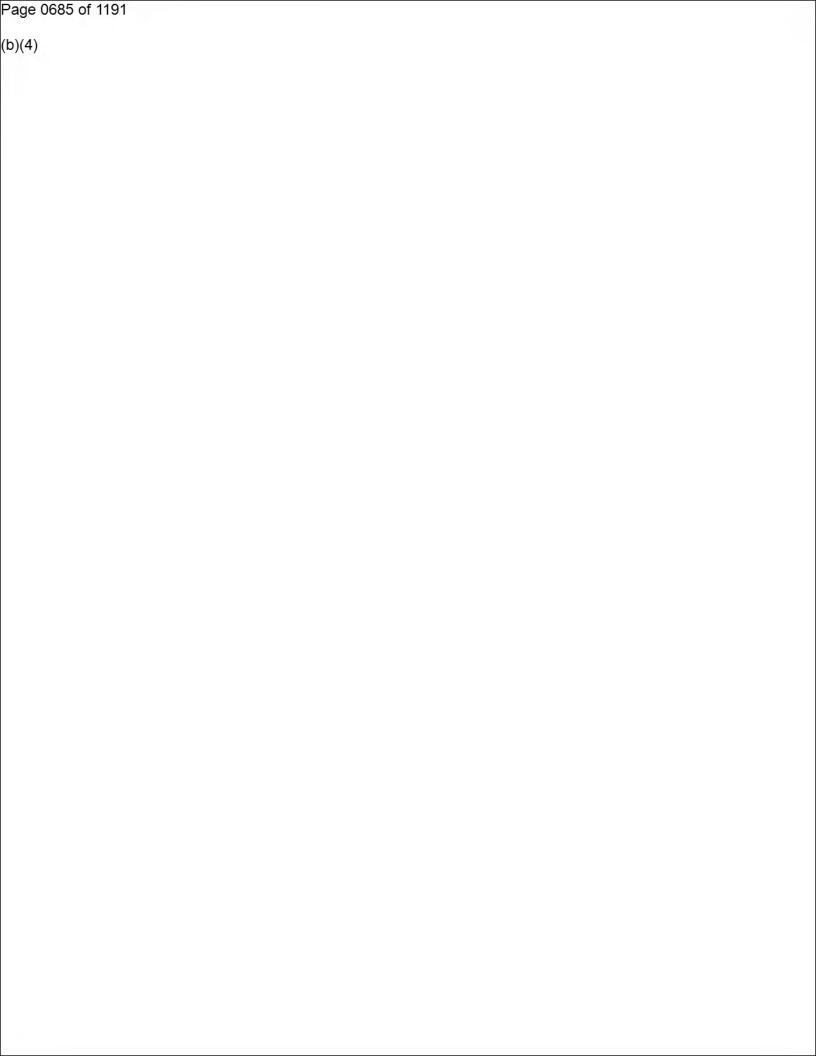


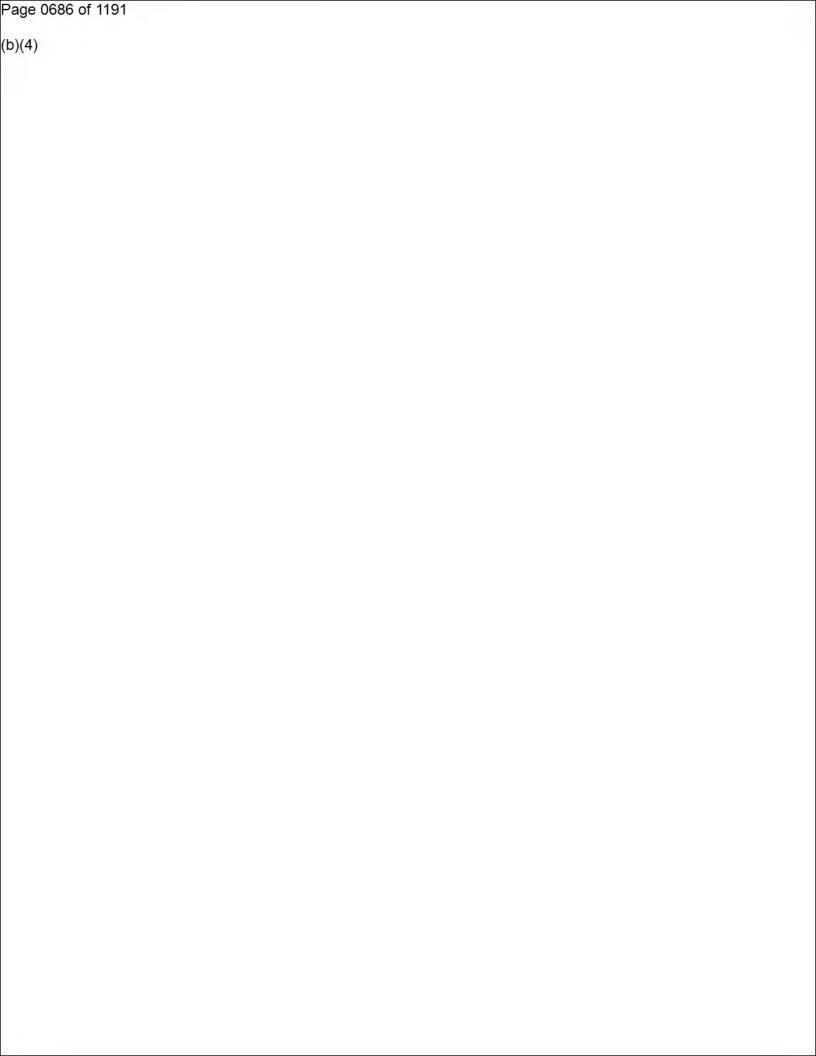


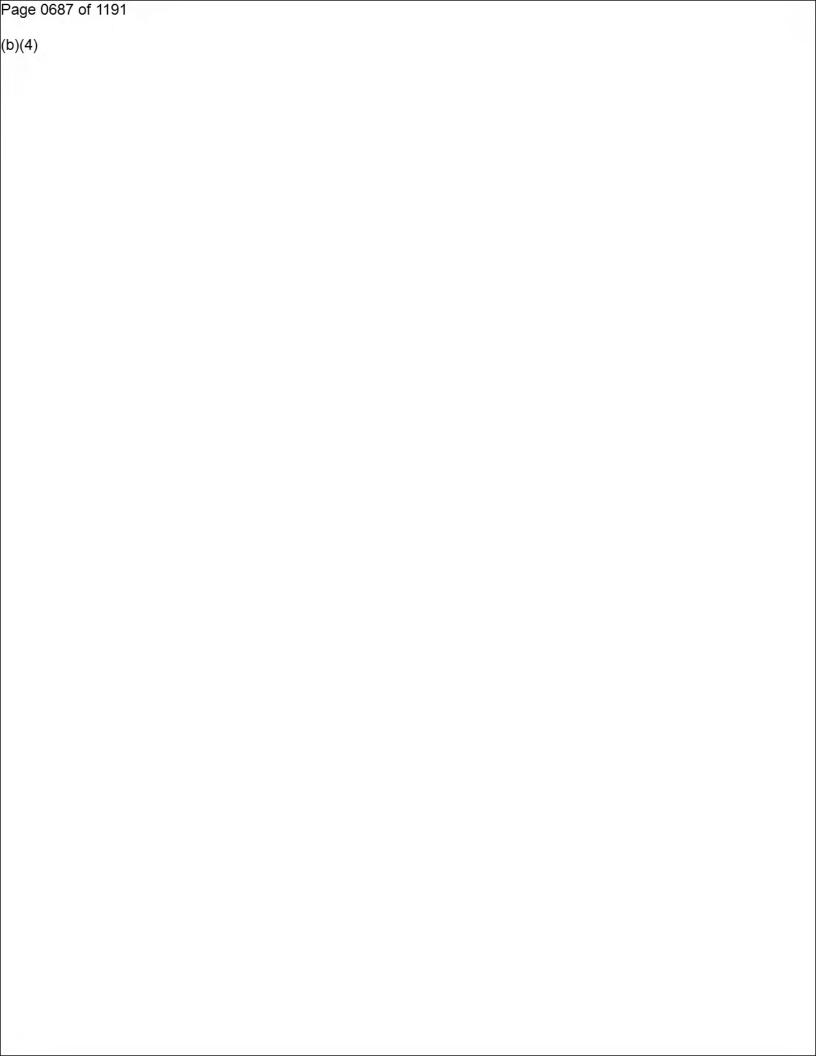


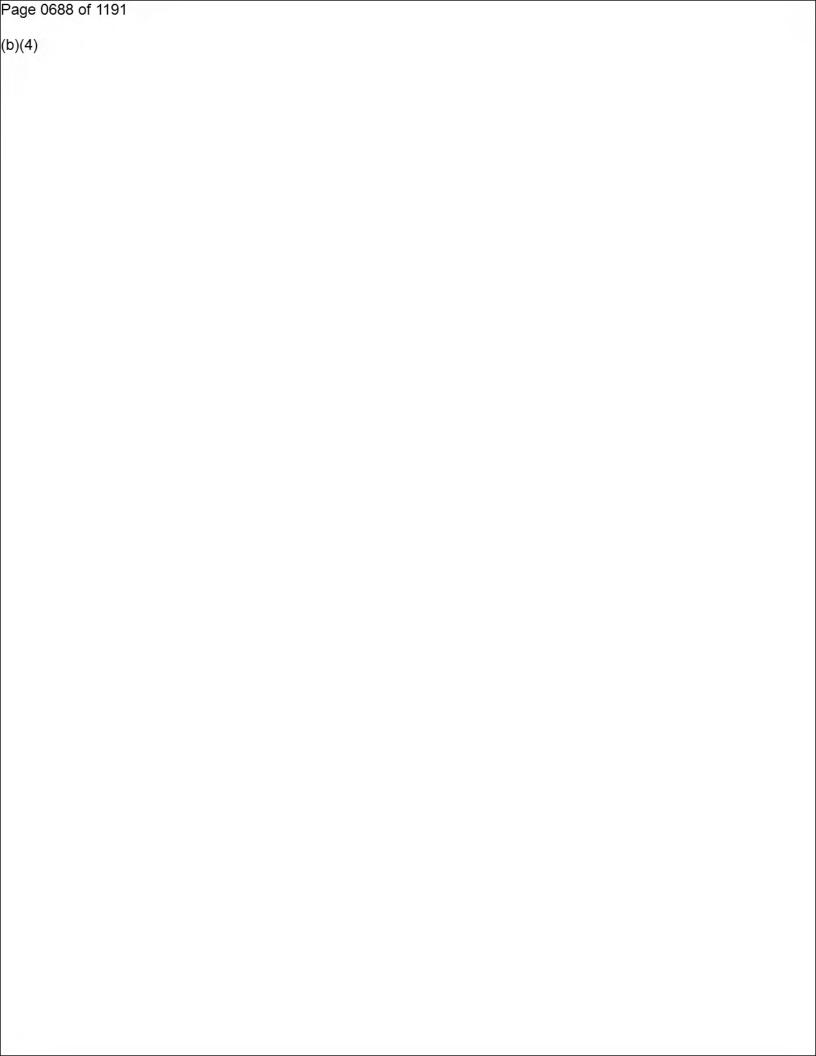


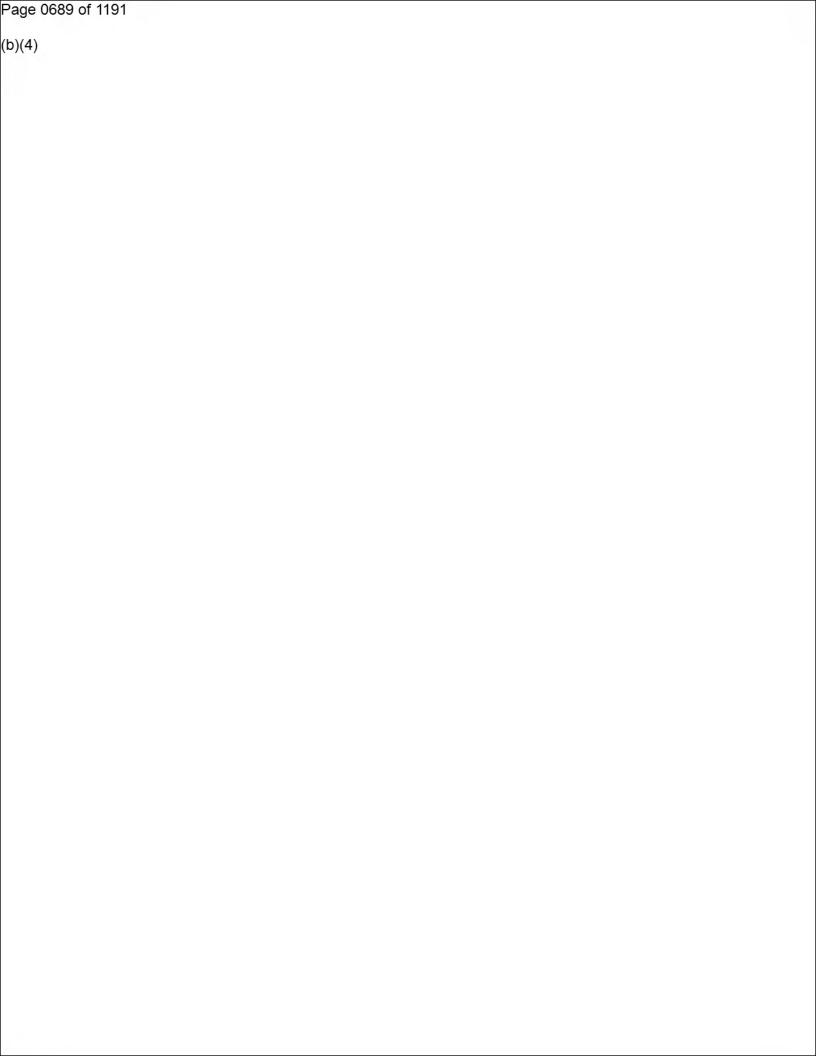


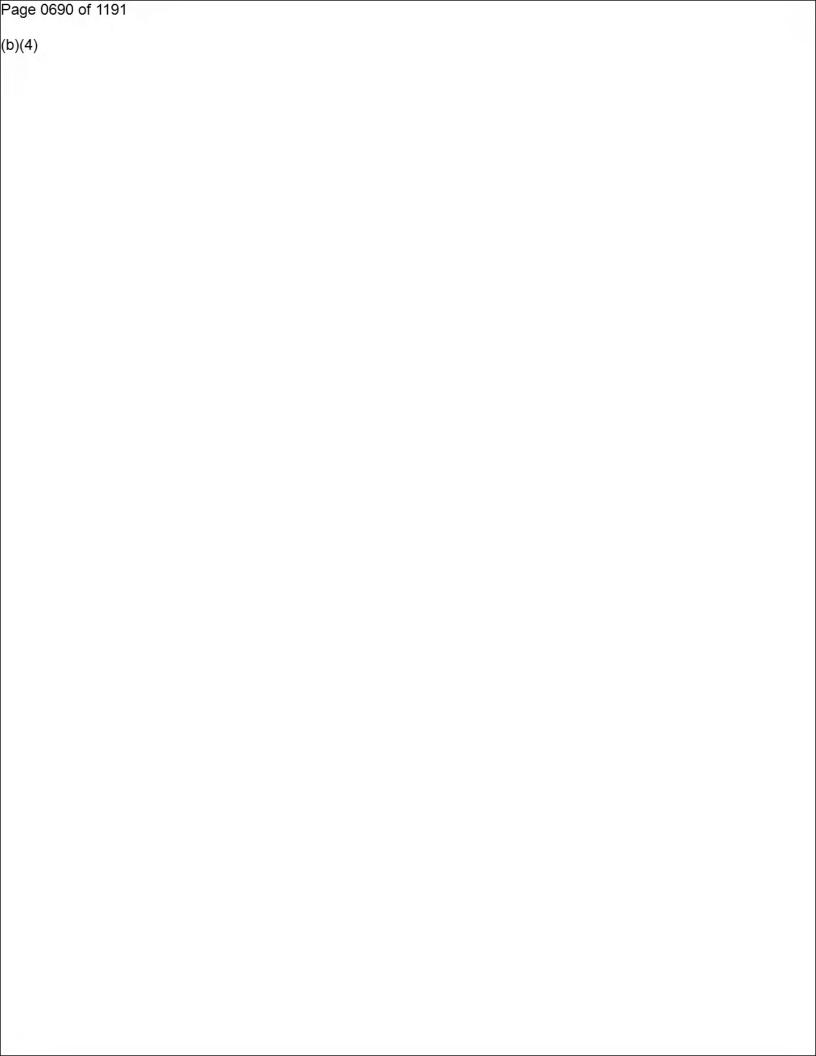


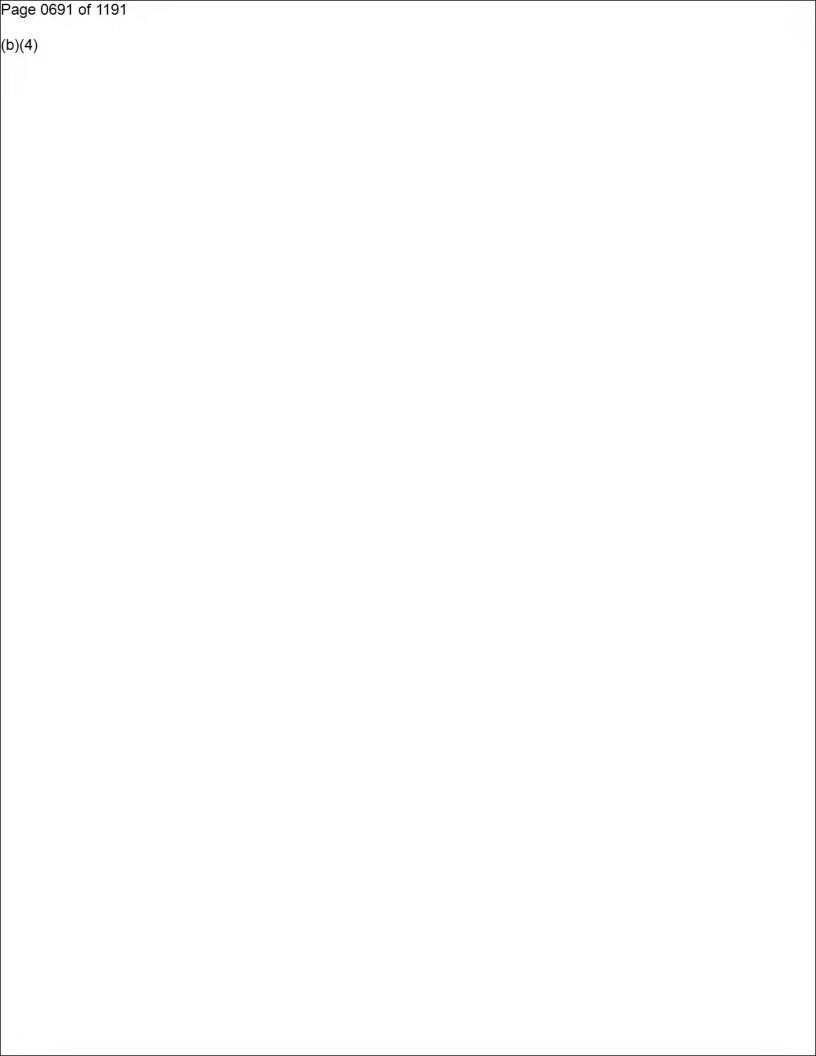


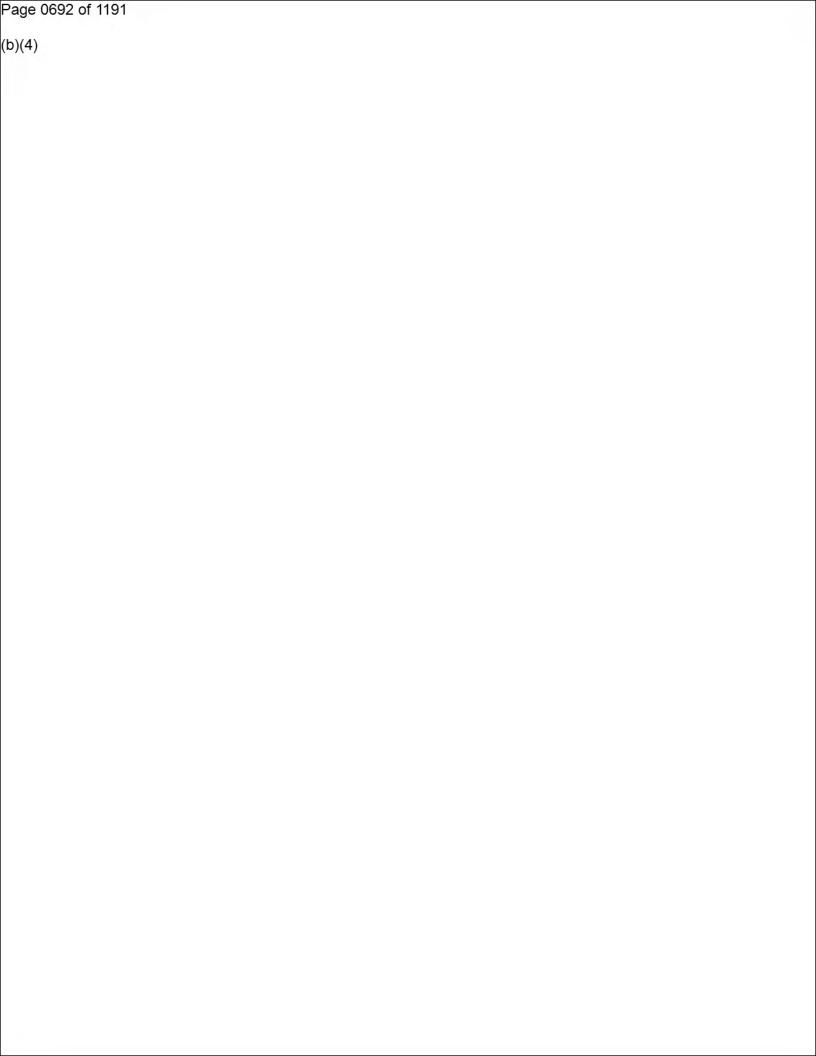


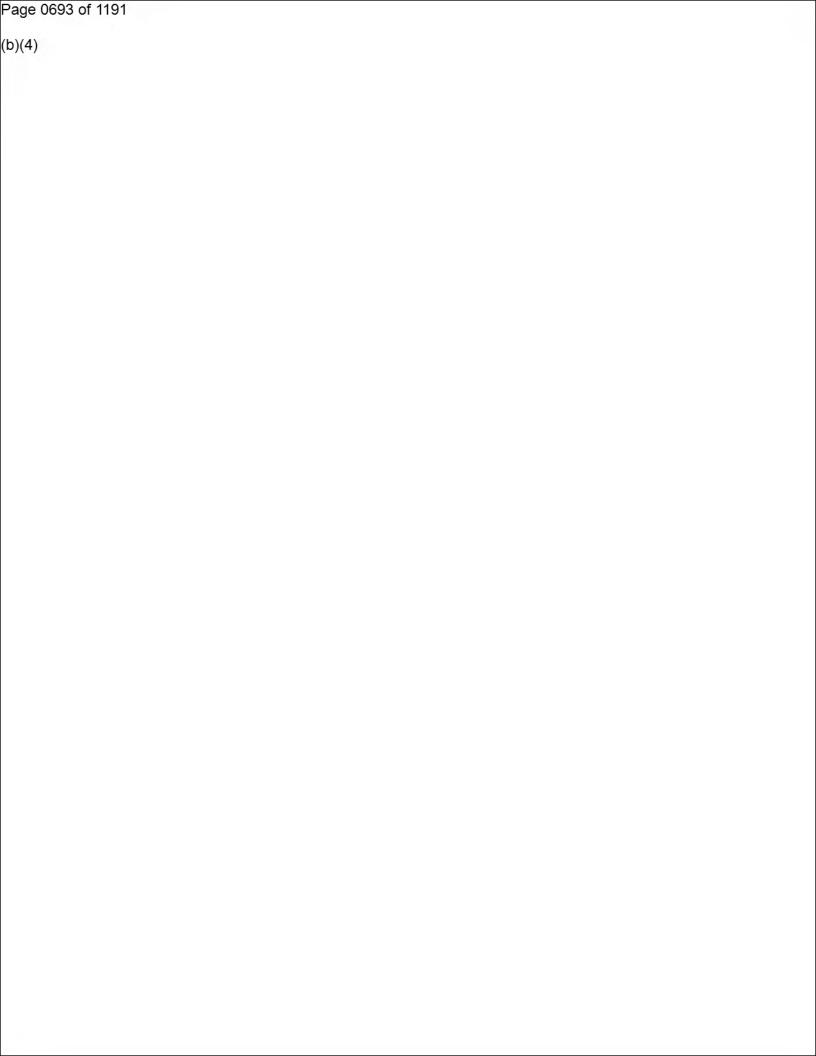


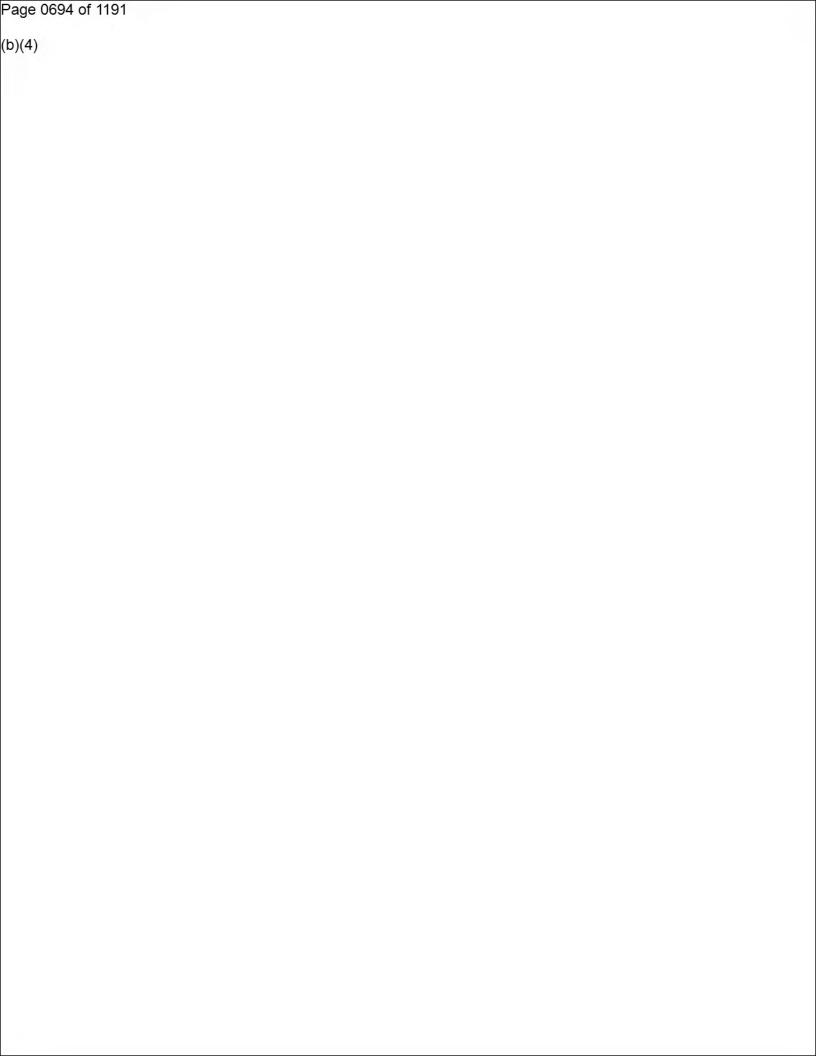


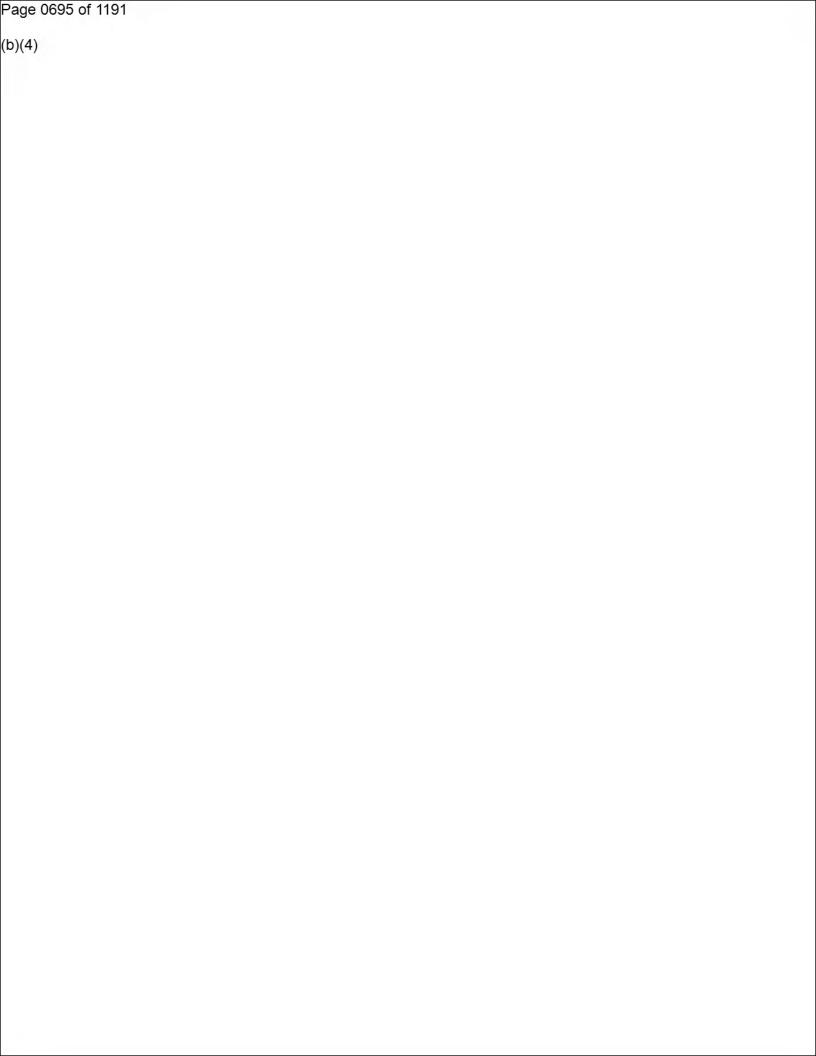


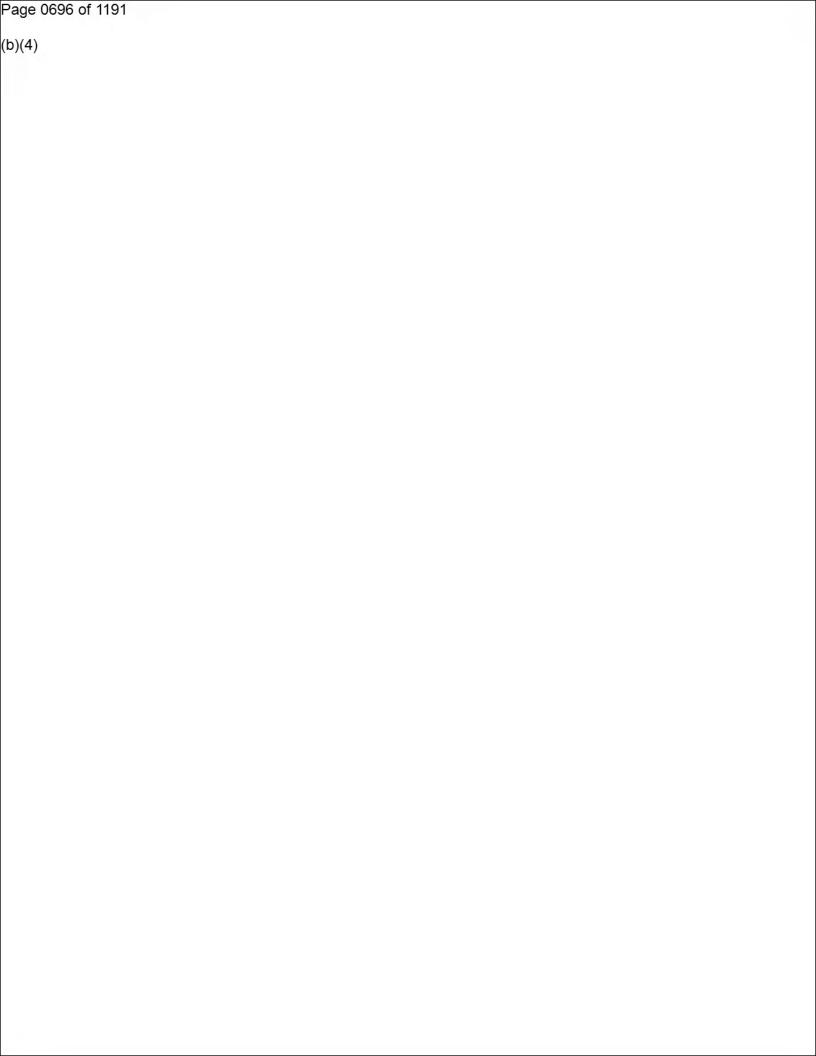


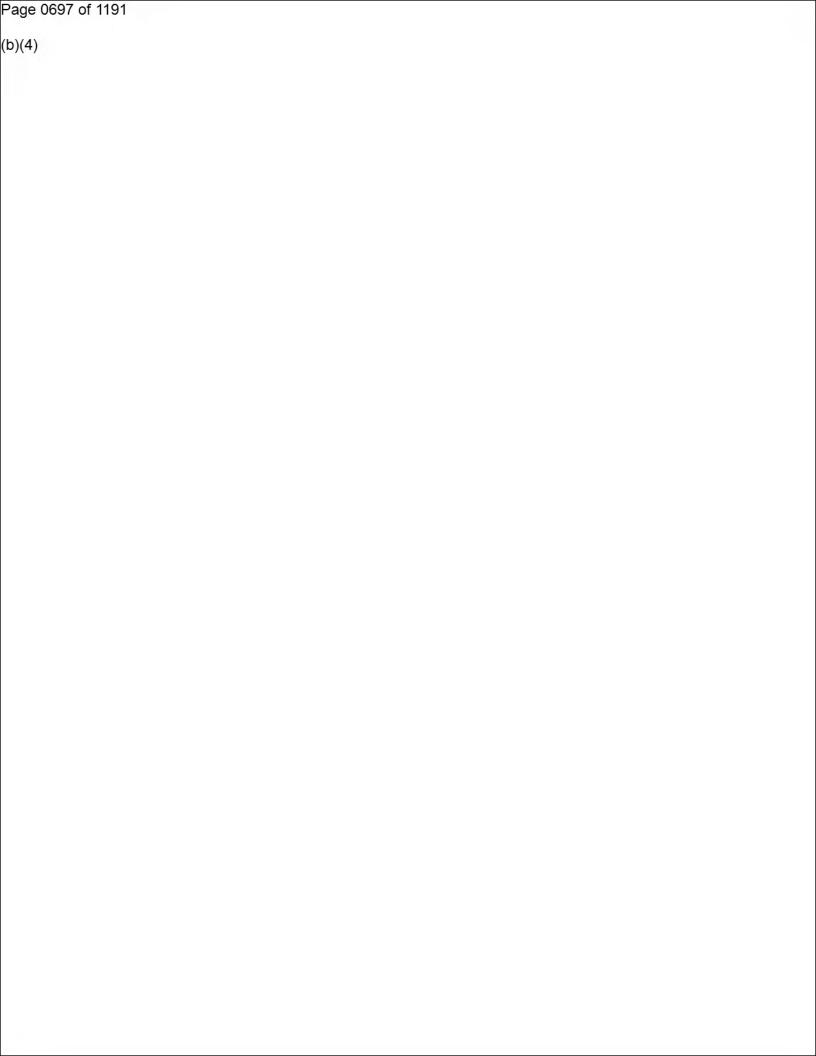


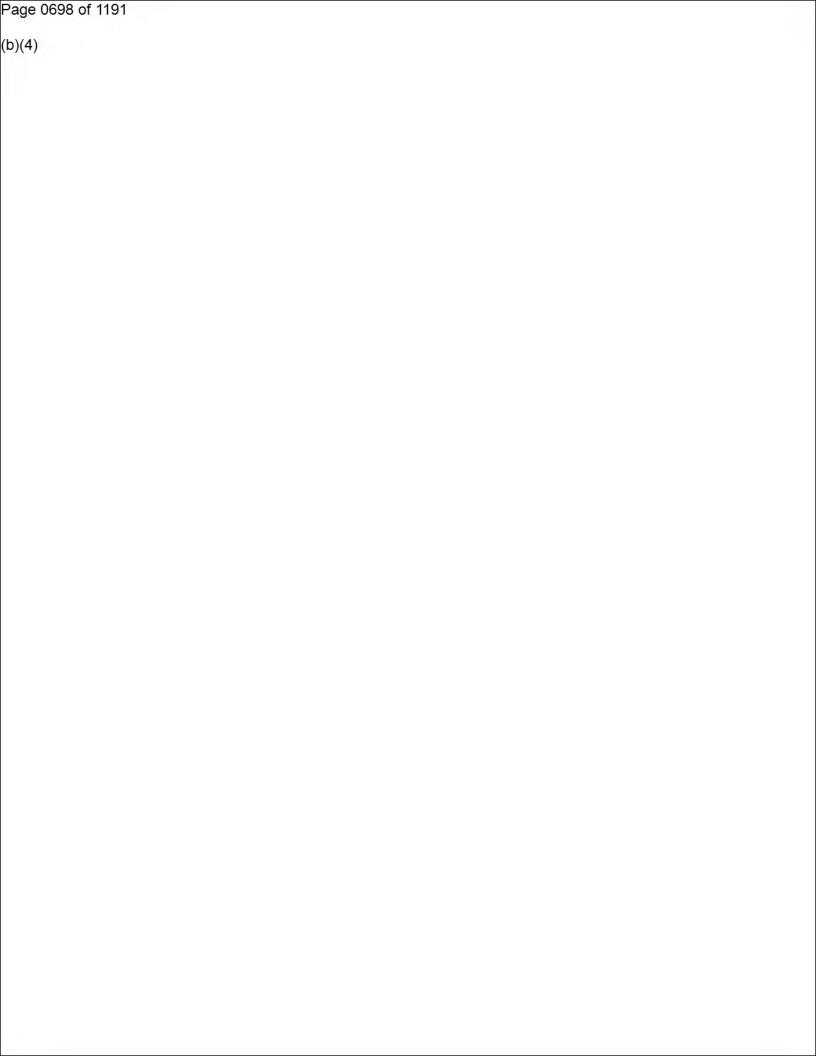


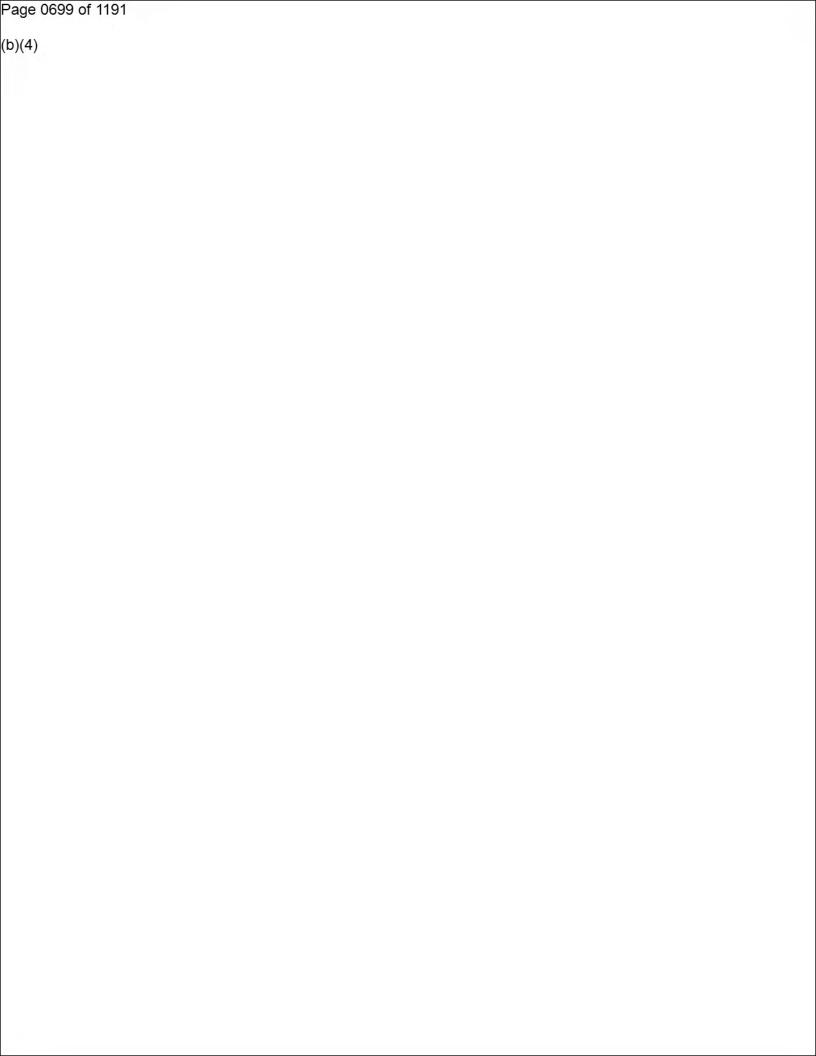


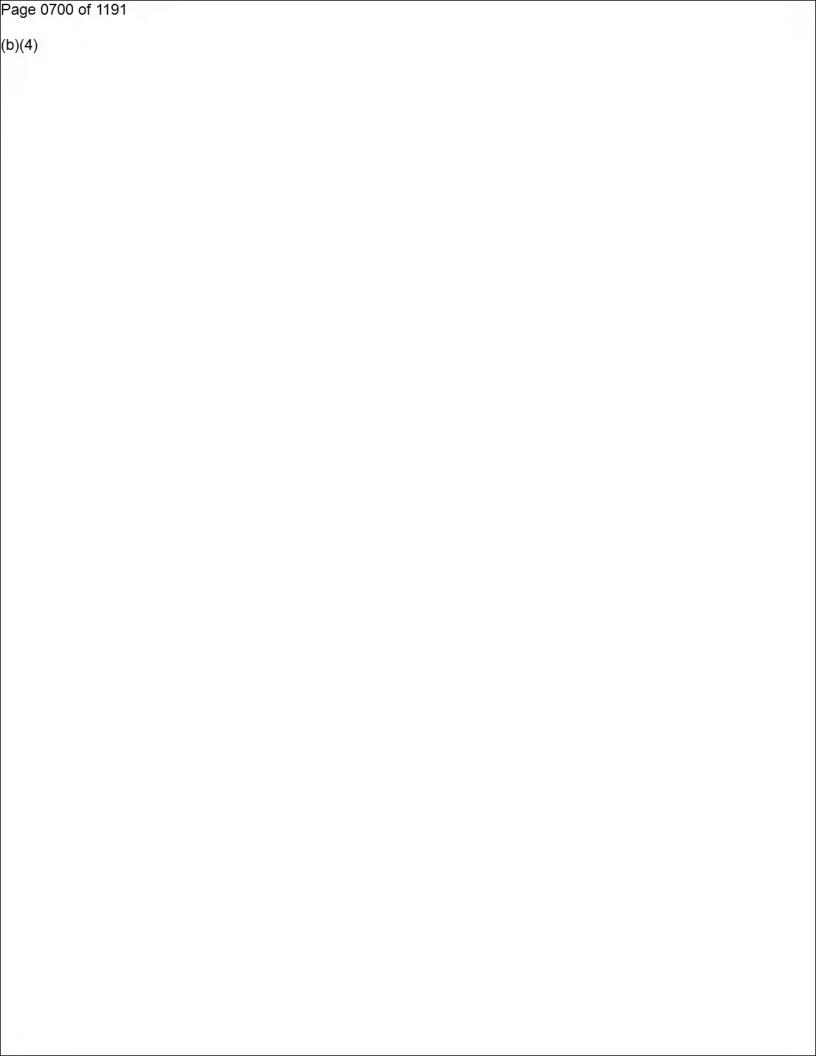


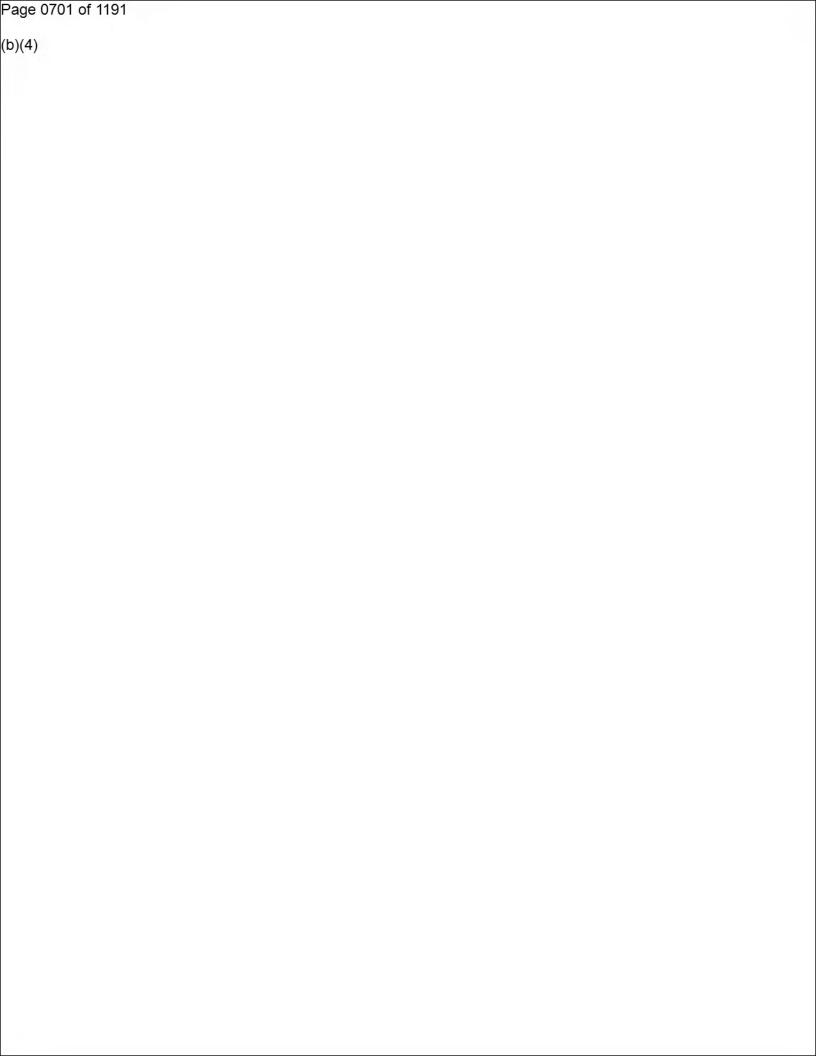


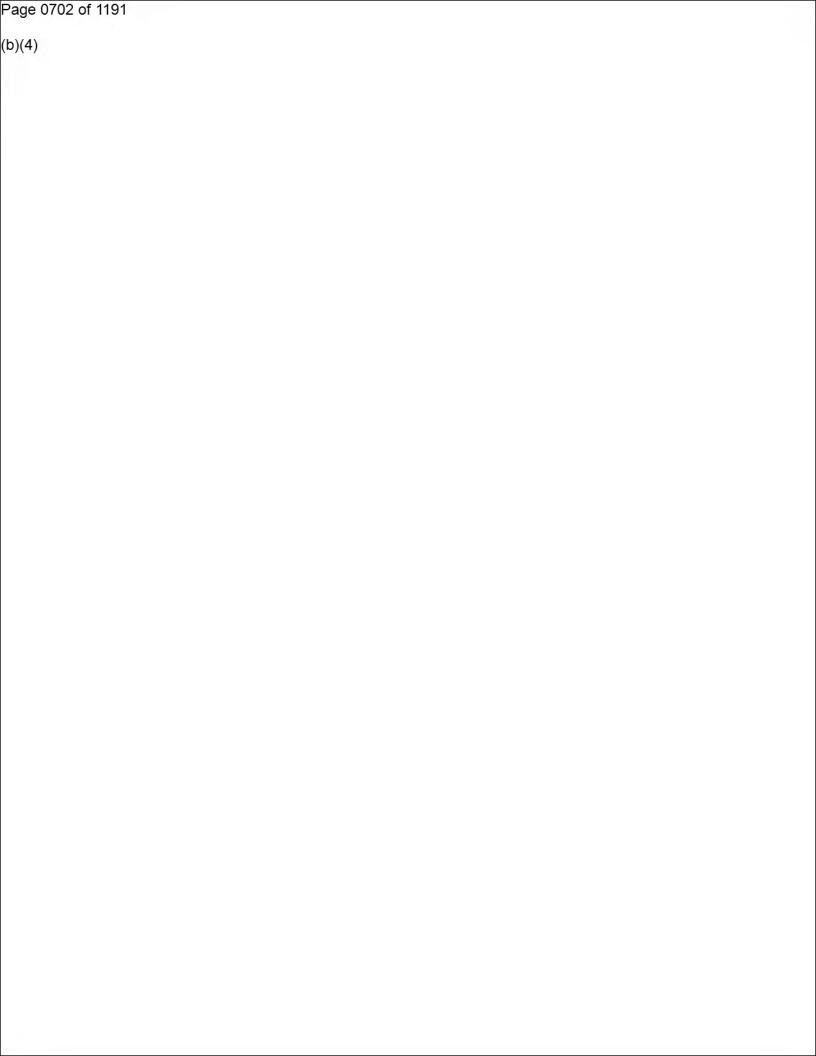


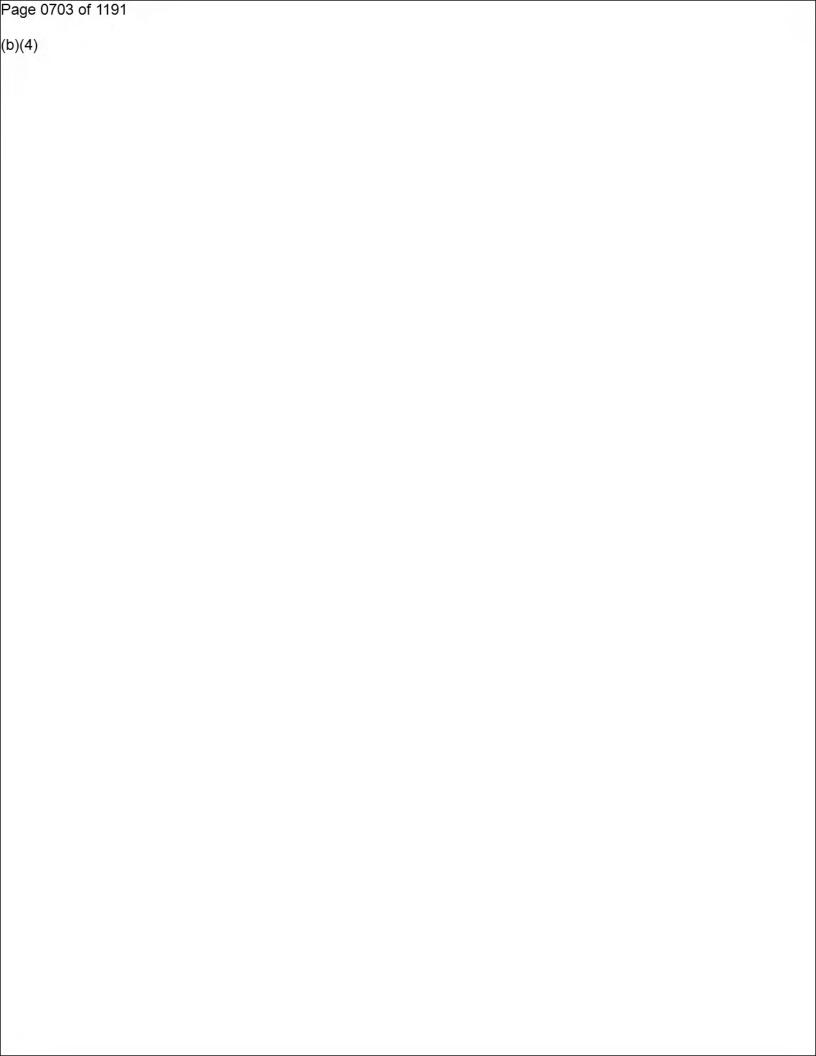


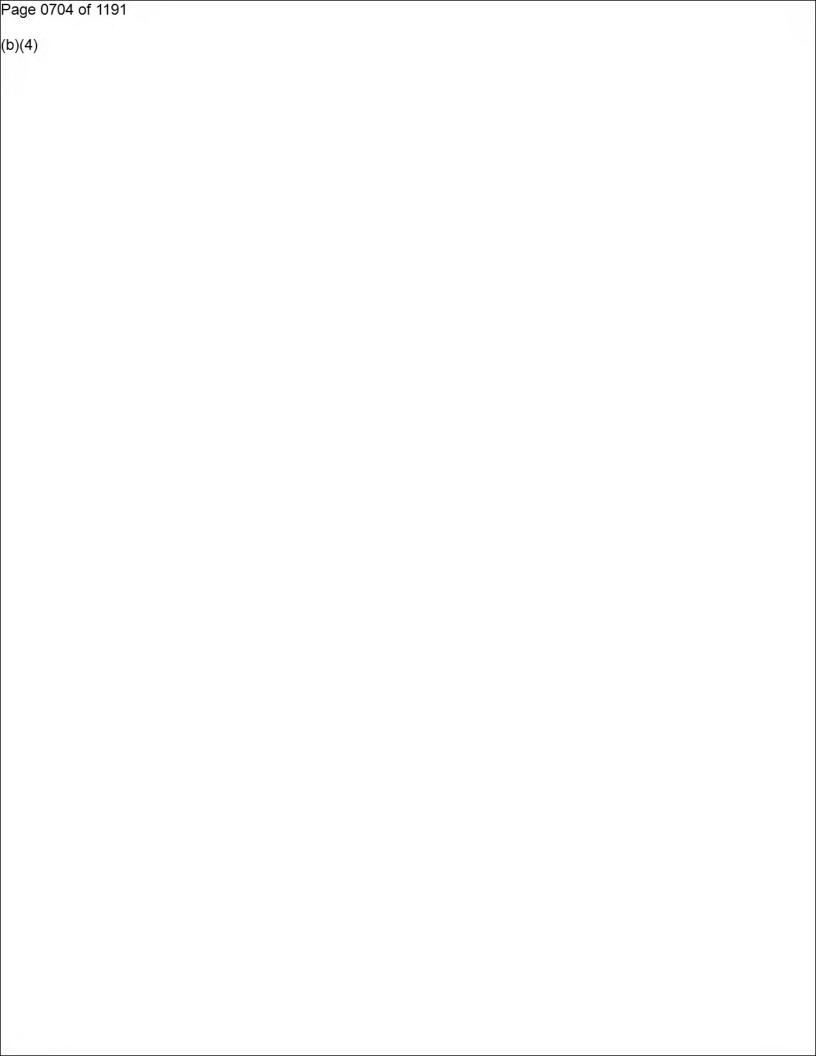


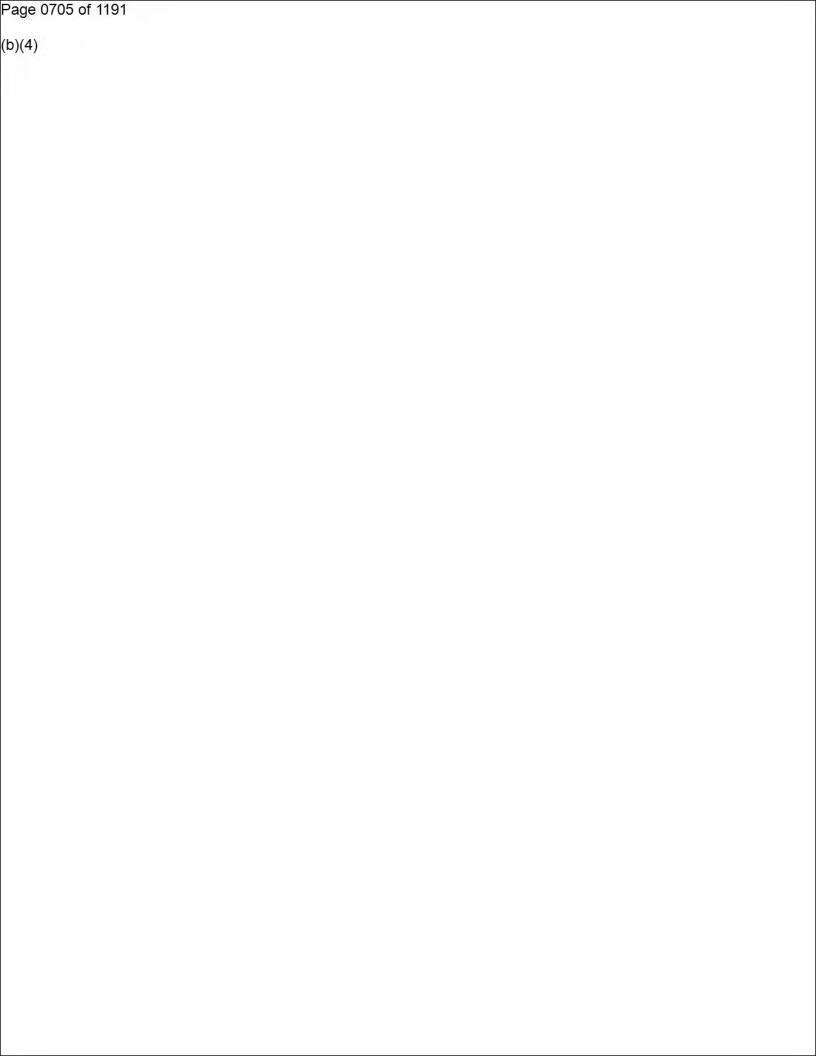


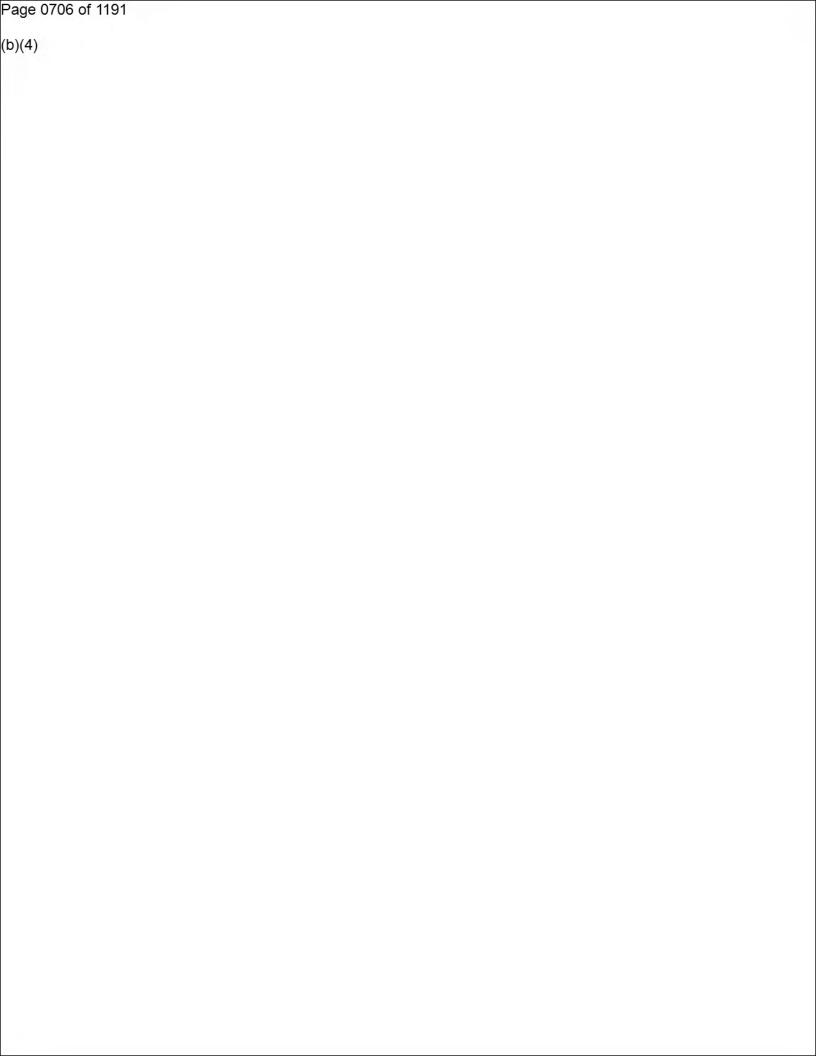


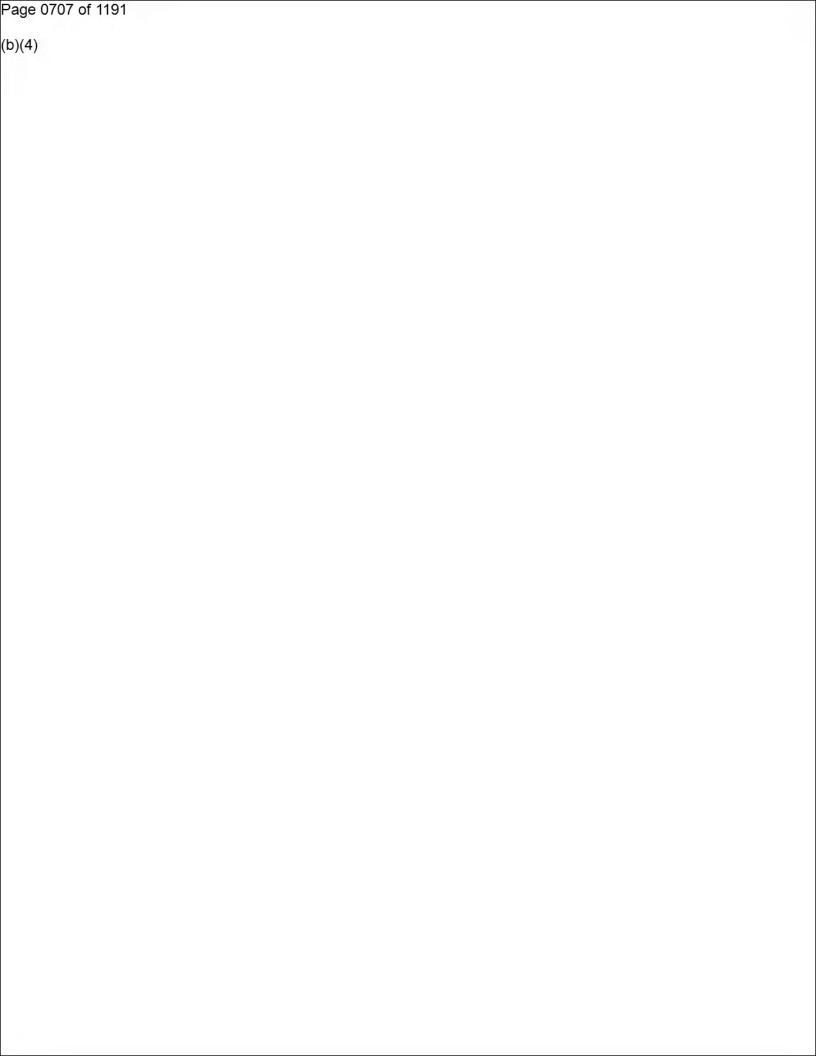


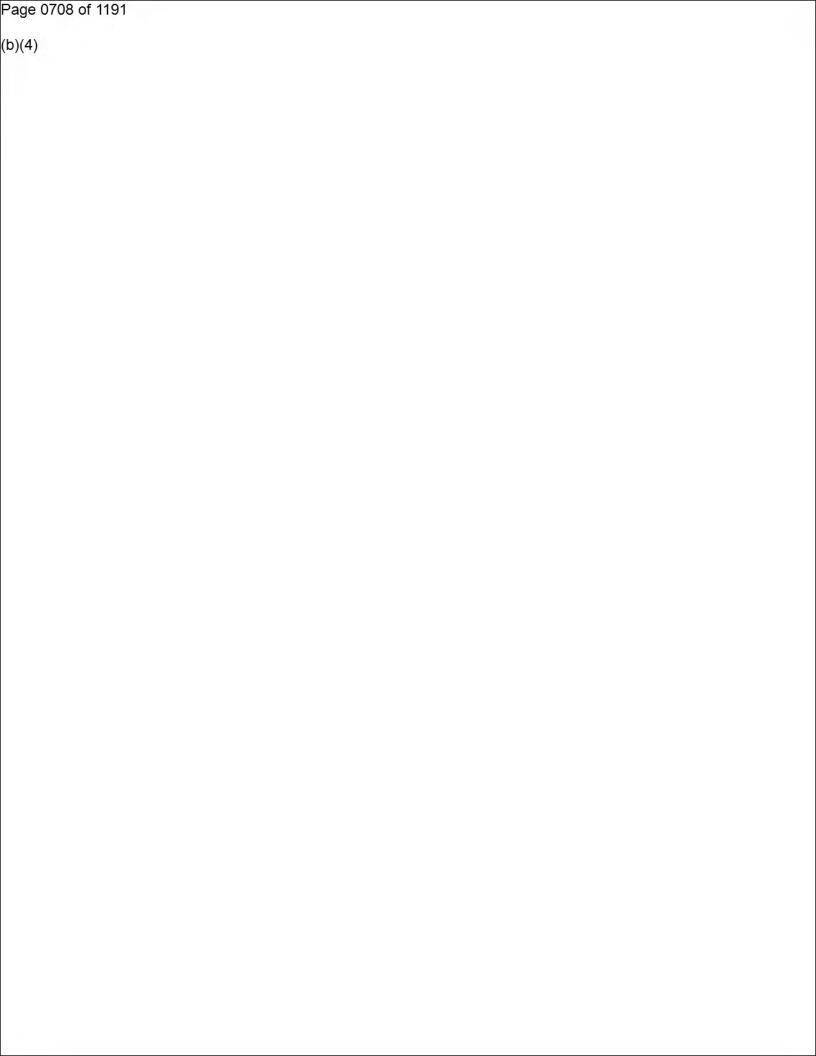


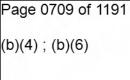


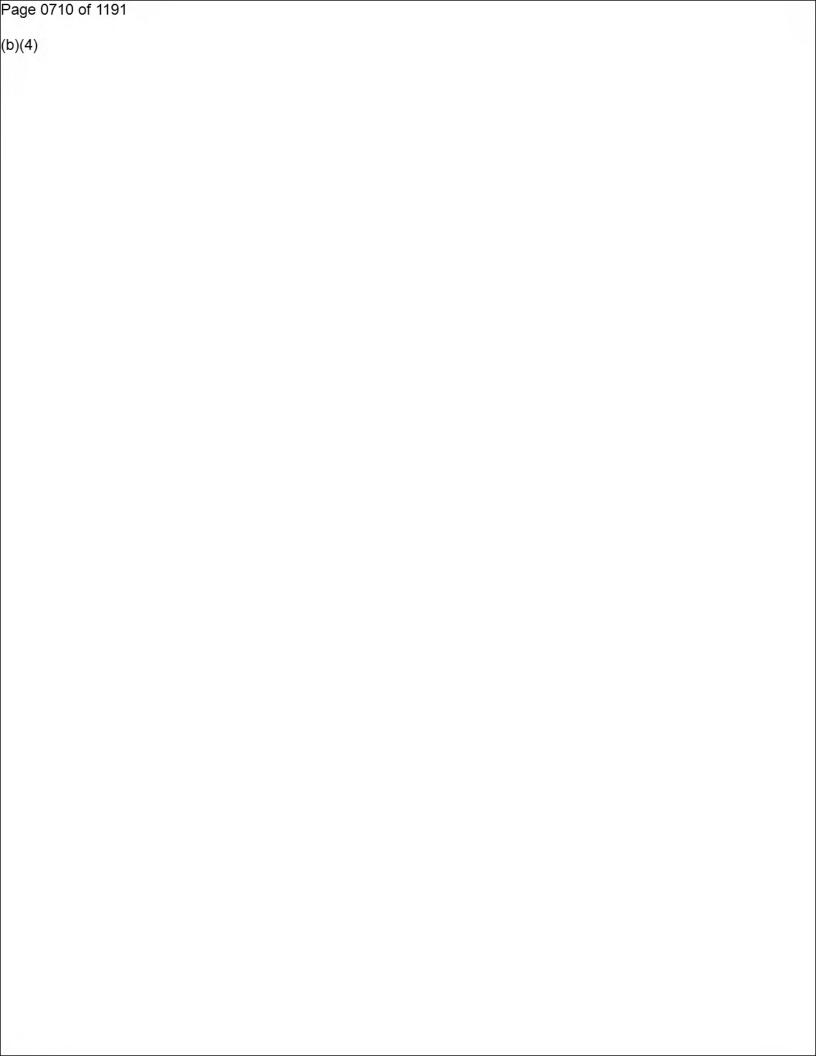


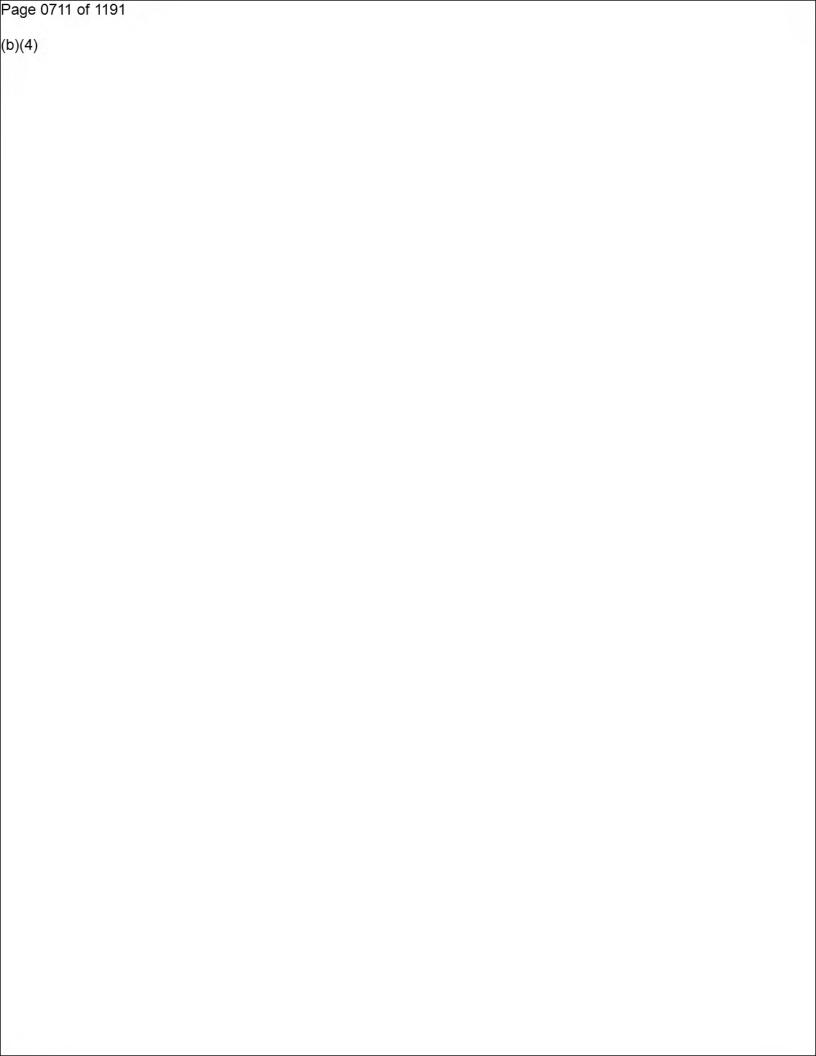


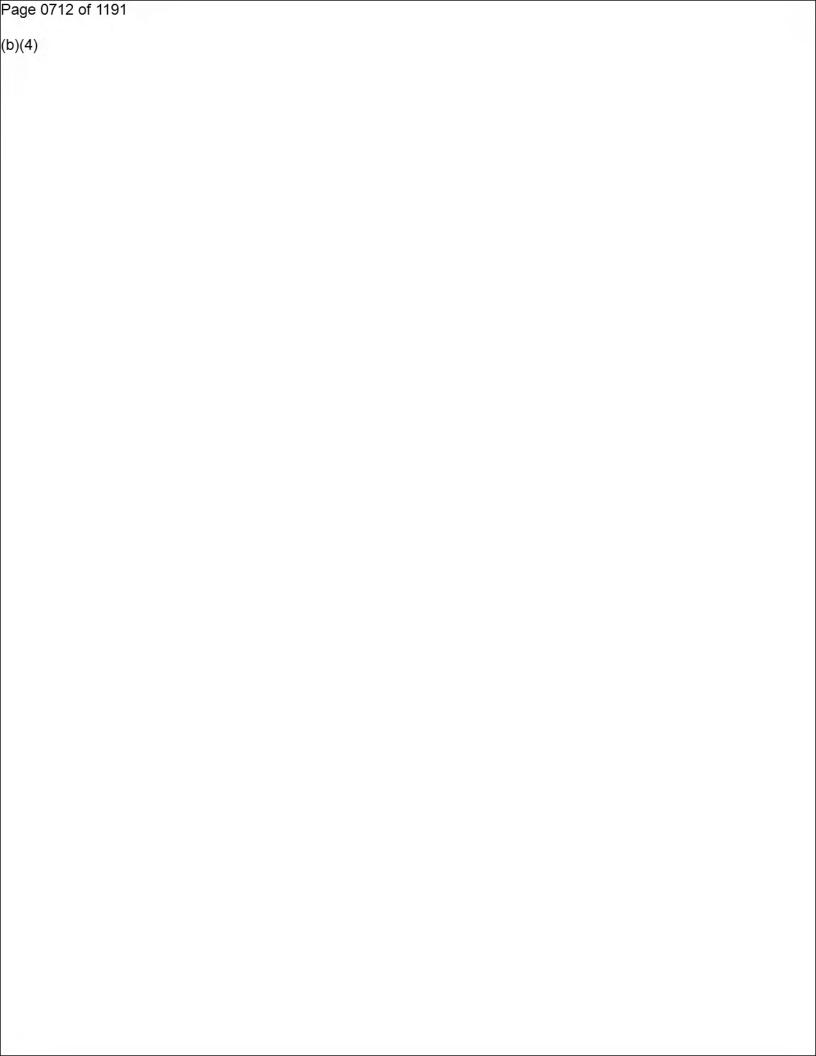


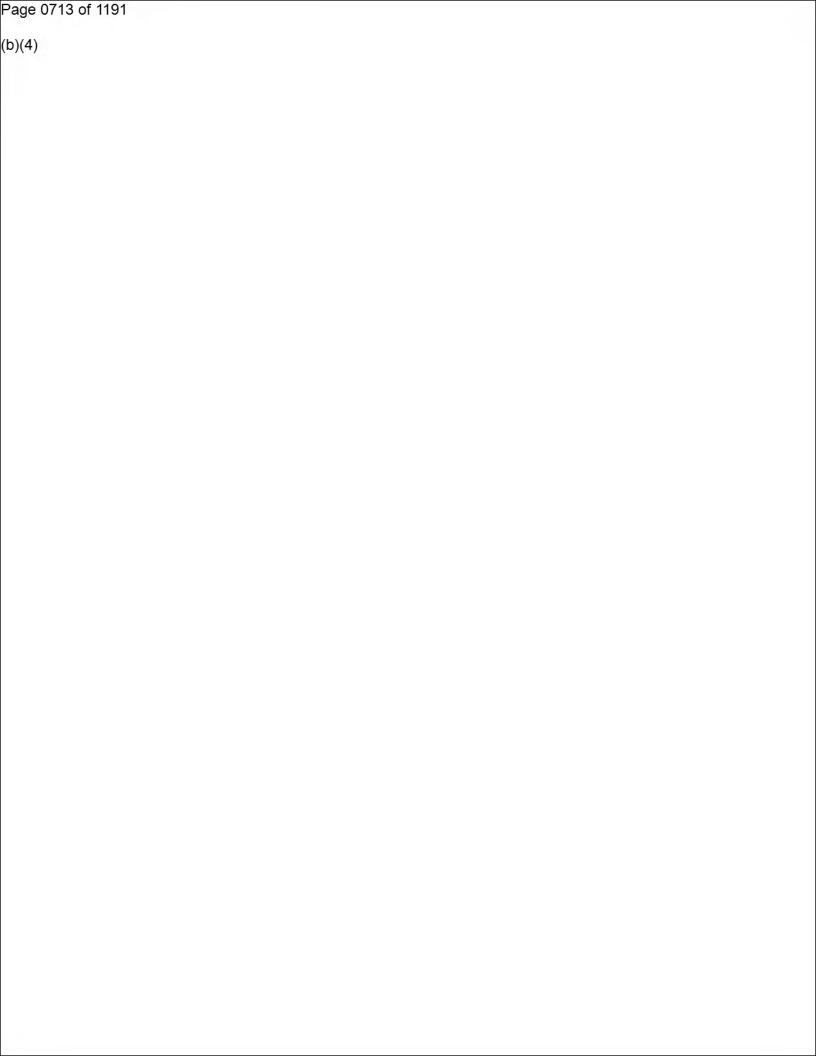


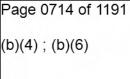


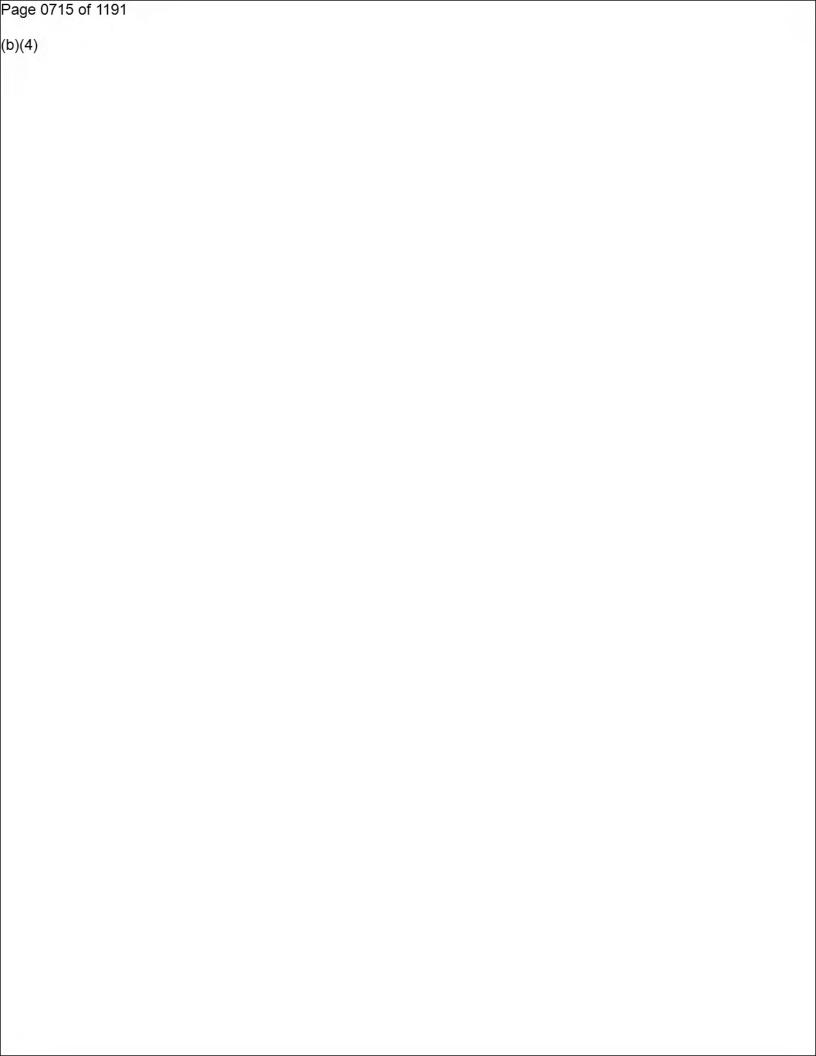










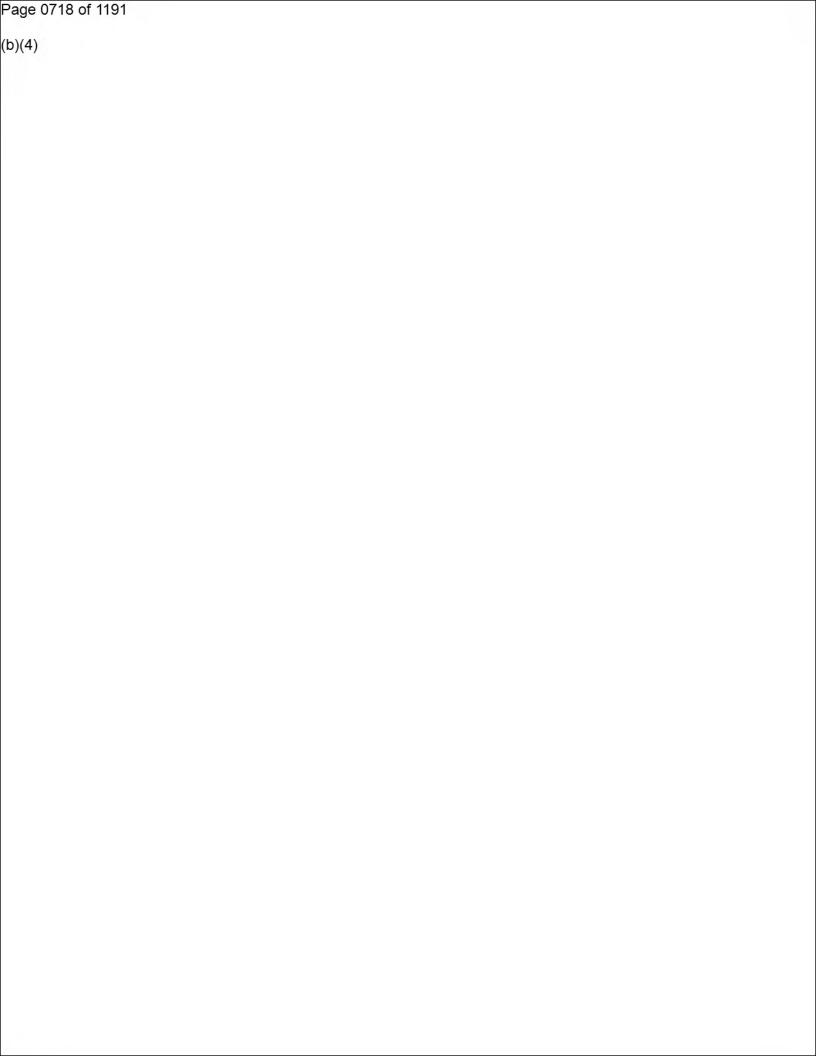


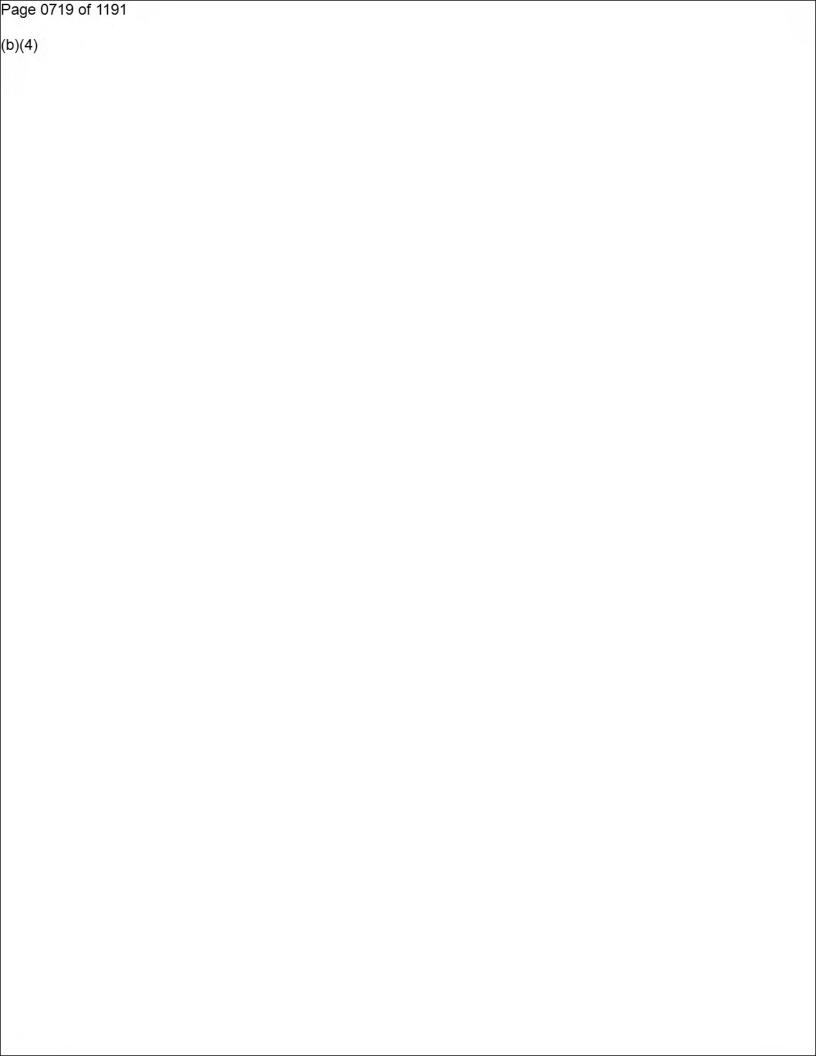
G-06 Allotment of Funds Contract Value and Funding

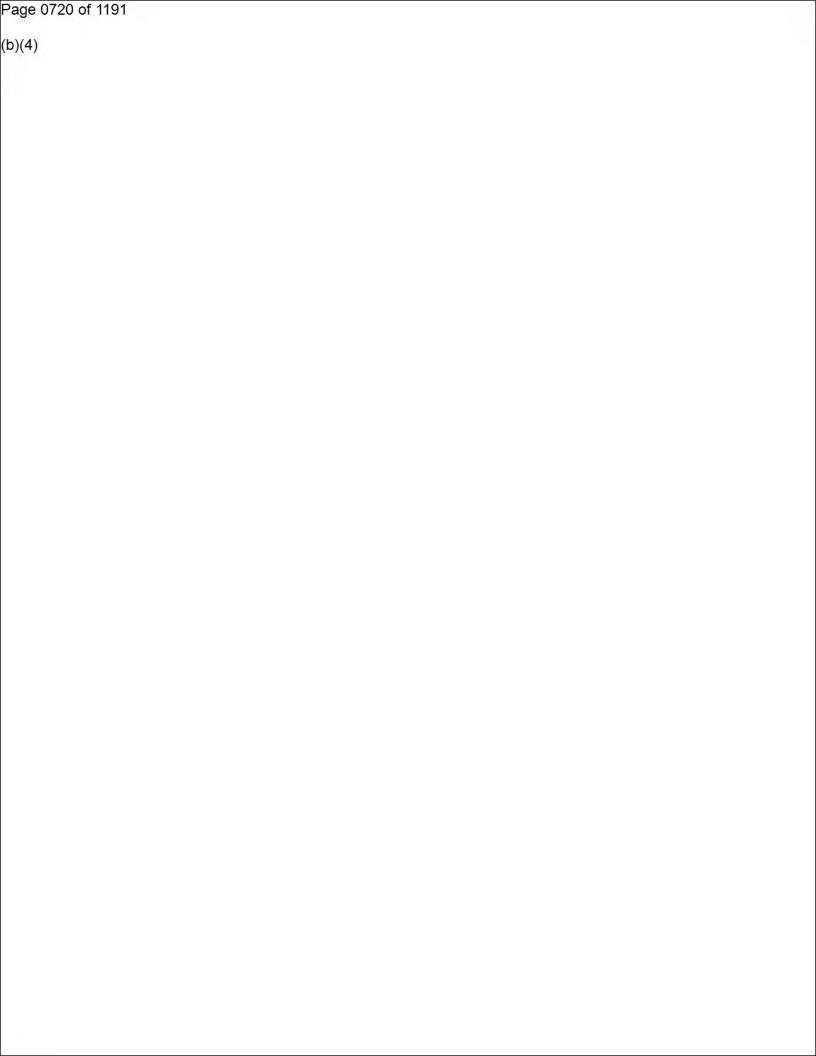
CLIN	CLIN Description	Status	Type	Total CLIN Value	Total Funding	Not Yet Funded
0100	Program Management	Active	CPAF	(b)(4)		
0200	NGI AUR Development Pre-KP#3	Active	CPIF			
0300	NGI AUR Software Development	Active	CPFF			
0400	PSE/STE	Active	CPIF			
0500	ODCs and Travel	Active	CR			
0601	NGI AUR Test Article Material - Pre-PDR	Active	CPIF			
0602	NGI AUR Test Article Material - Post-PDR	Option	CPIF			
1100	Program Management	Option	CPAF	1		
1101	VAFB Test Silo Modifications	Option	CPIF			
1200	NGI AUR Development Post-KP#3	Option	CPIF			
1201	NGI AUR Test Articles (Qty 8)	Option	CPIF			
1202	NGI AUR Test Articles (Qty 2)	Option	CPIF			
1300	NGI AUR Software Development	Option	CPFF			
1400	PSE/STE	Option	CPIF			
1500	ODCs and Travel	Option	CR			
	Total Current Value	Active		100		
	Total Option Value (Not Yet Exercised)	Option			-	
	Total Contract Value			\$ 3,693,205,221.0	o (b)(4)	

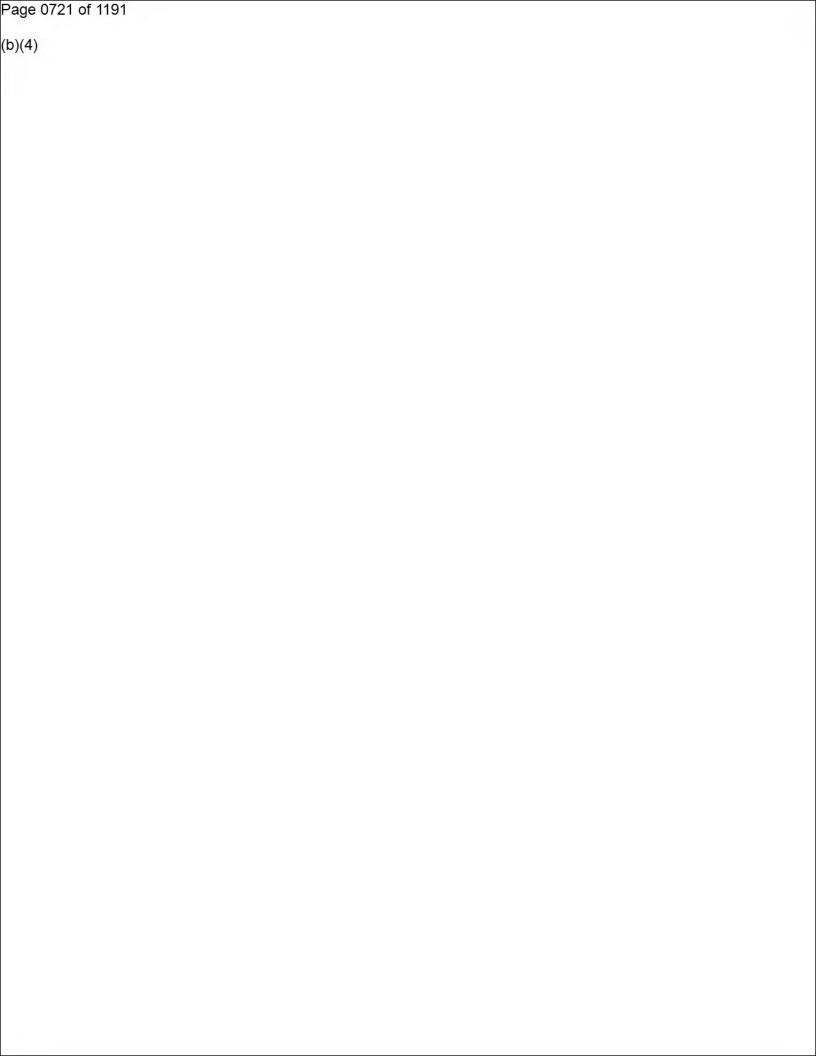
Page 0717 of 1191

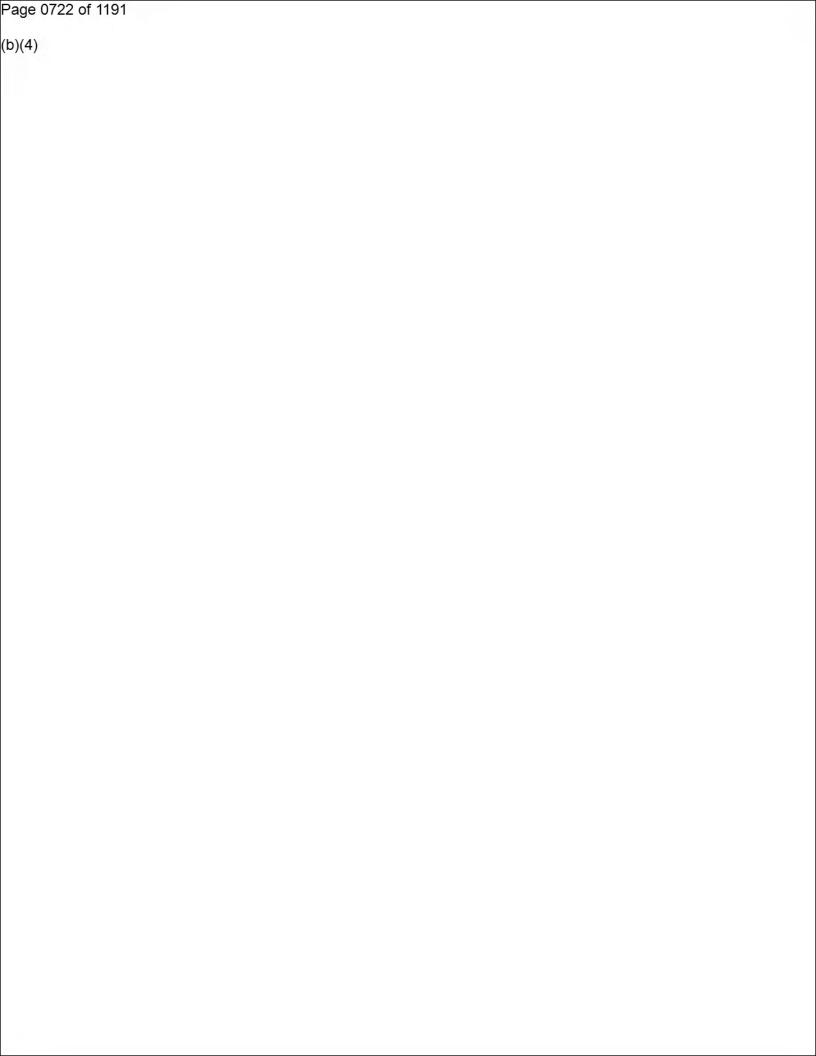
(b)(4); (b)(3):10 USC § 130

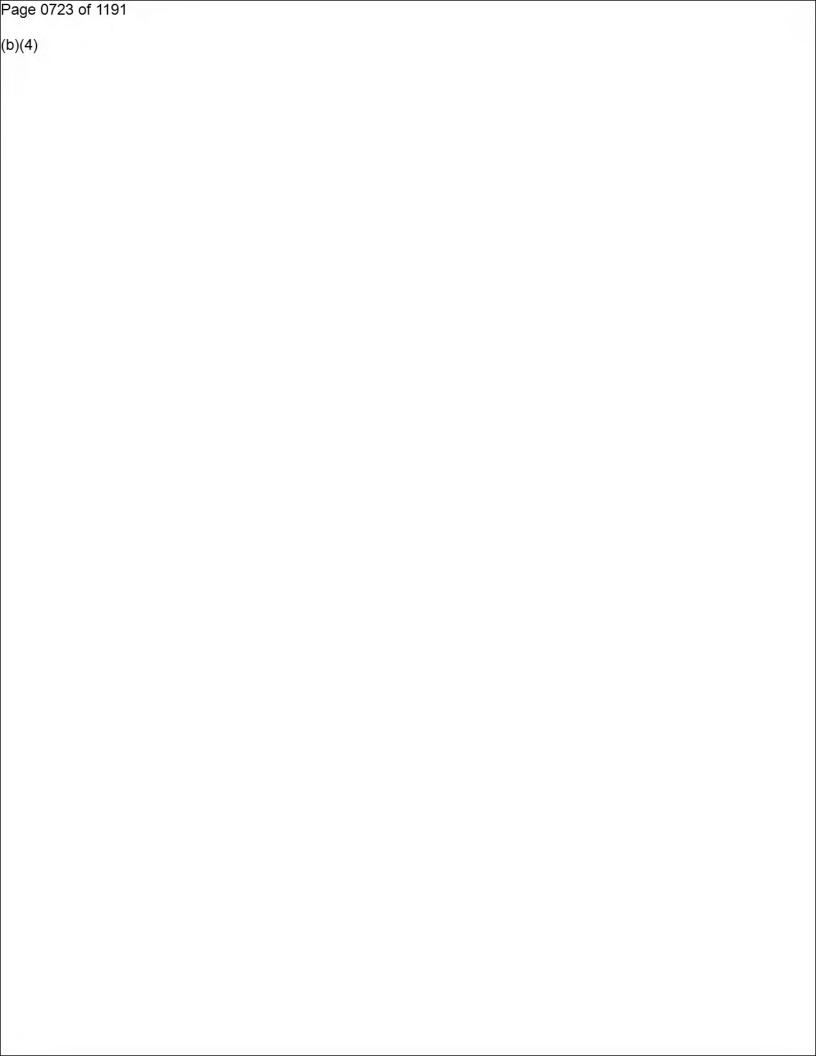


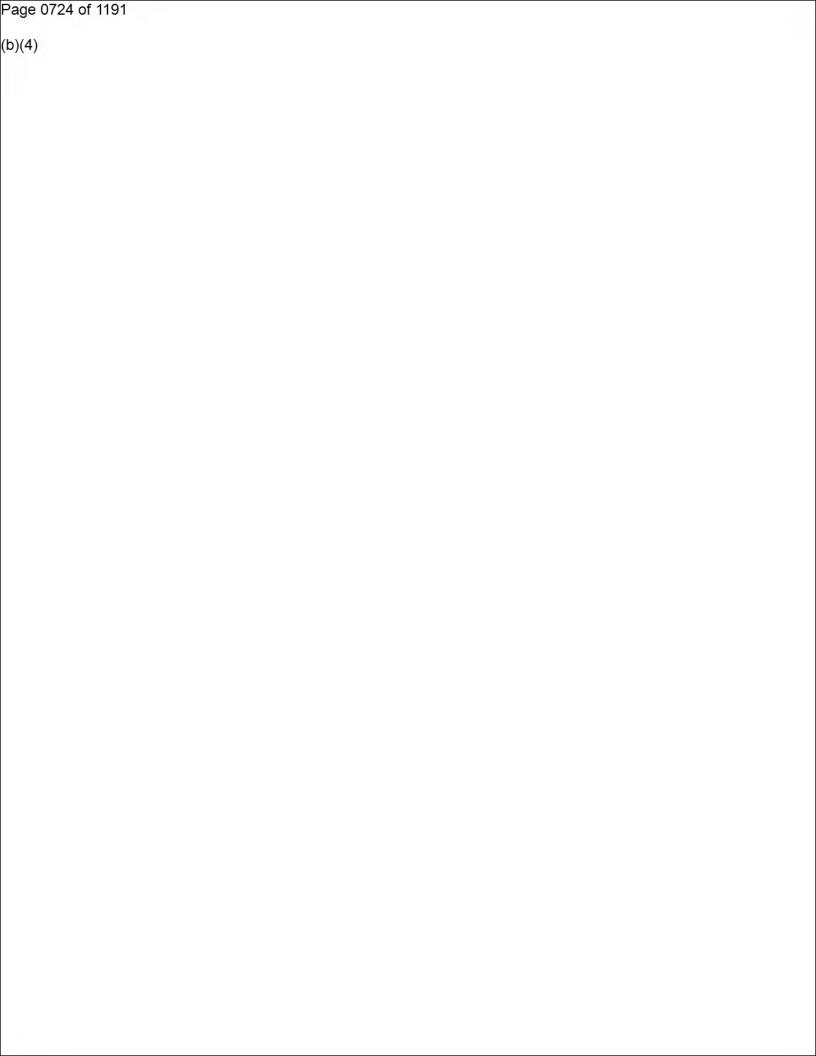


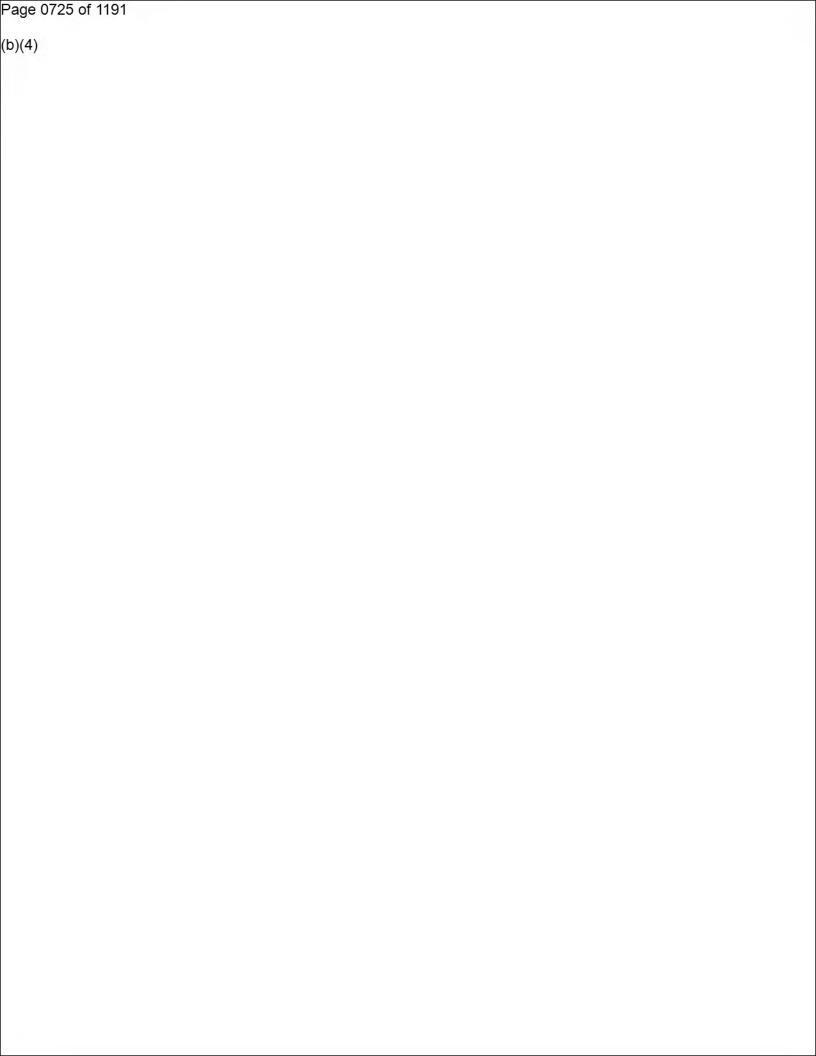


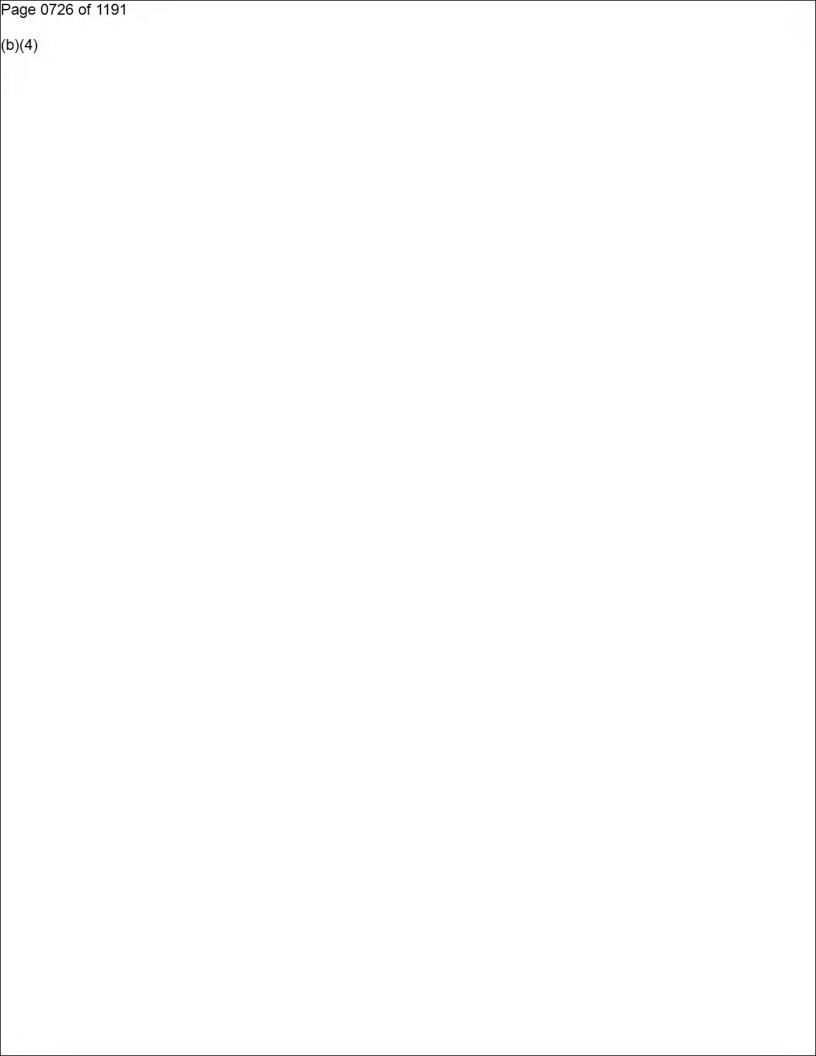


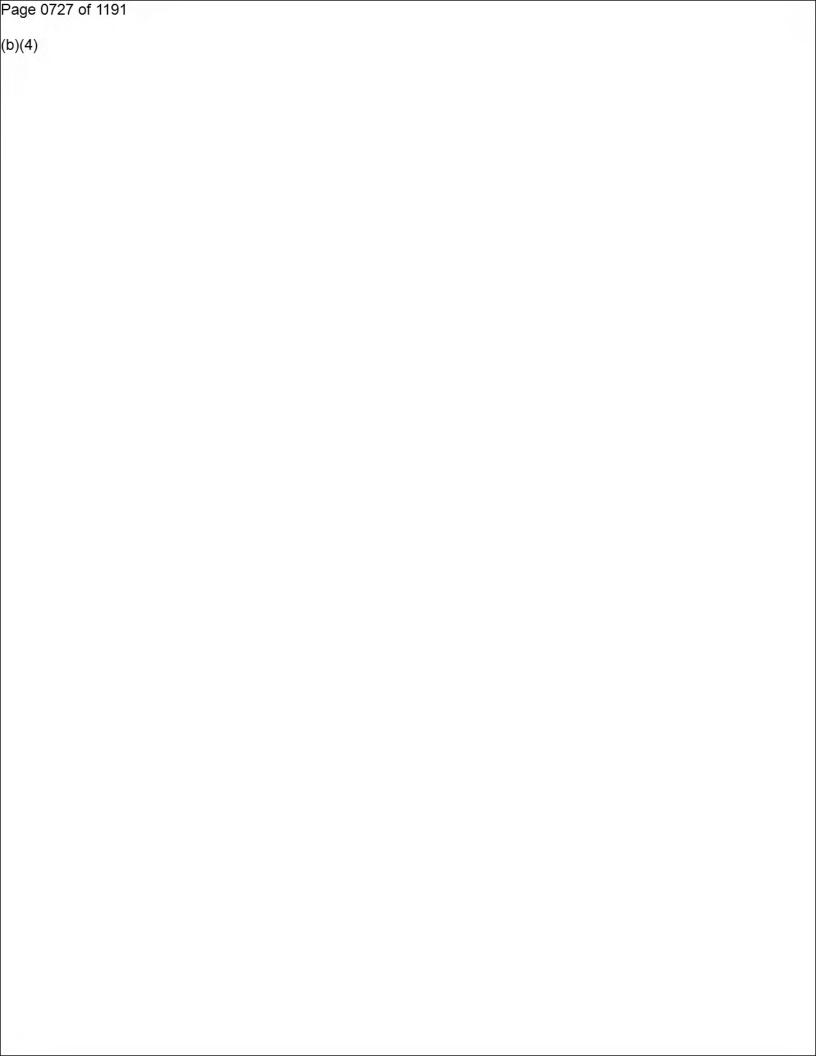


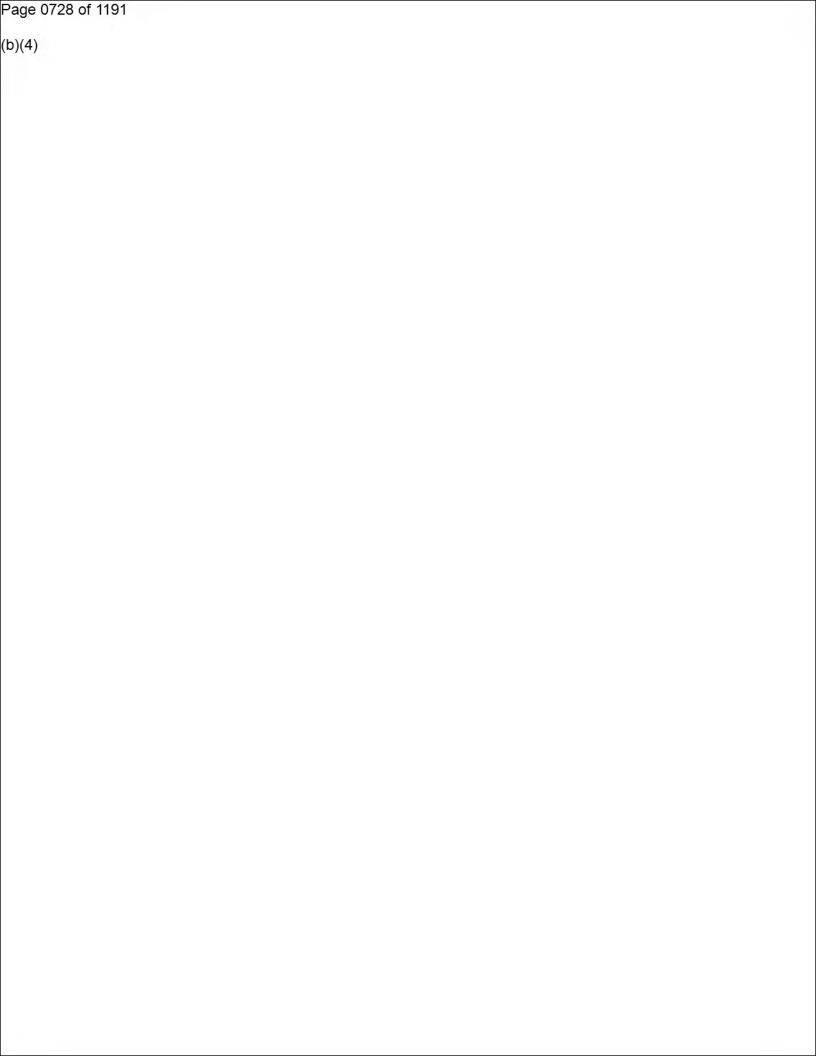


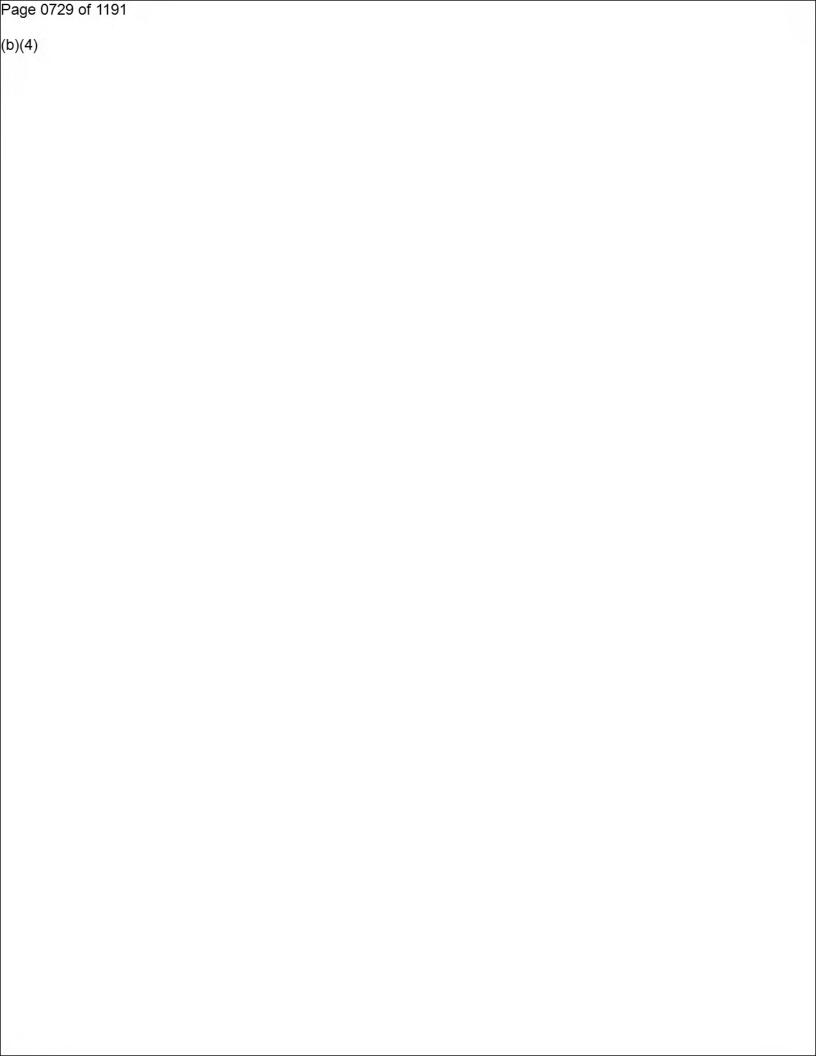


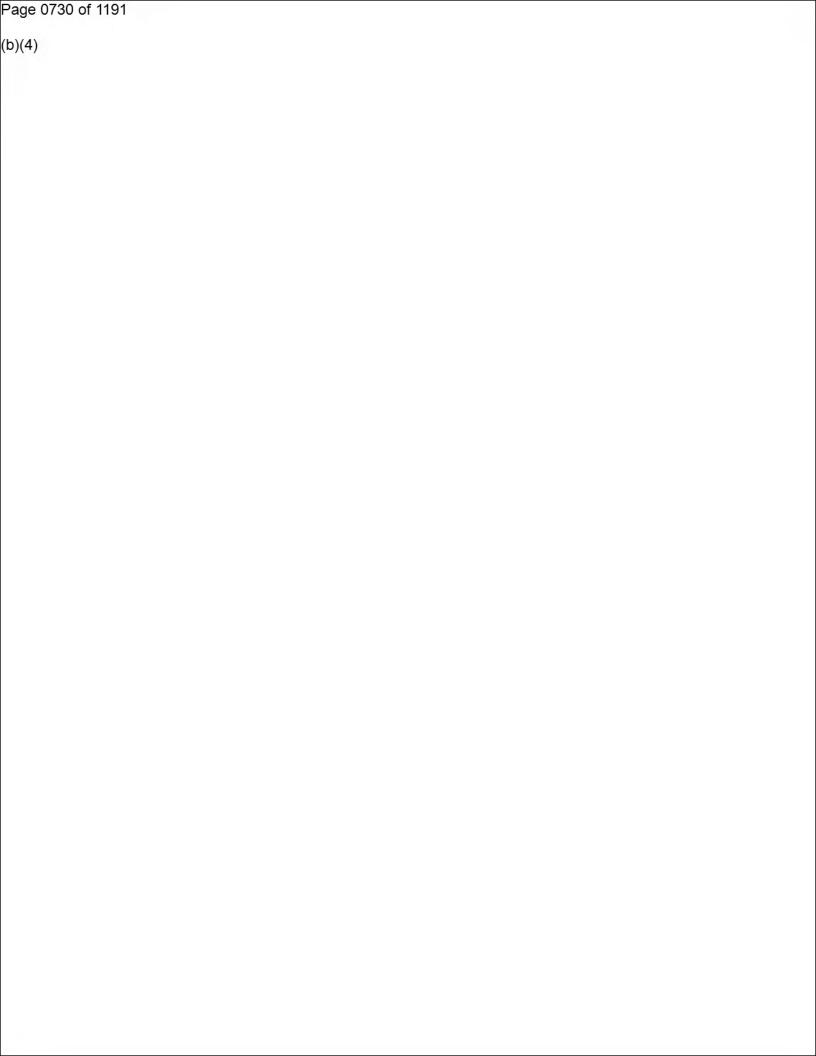


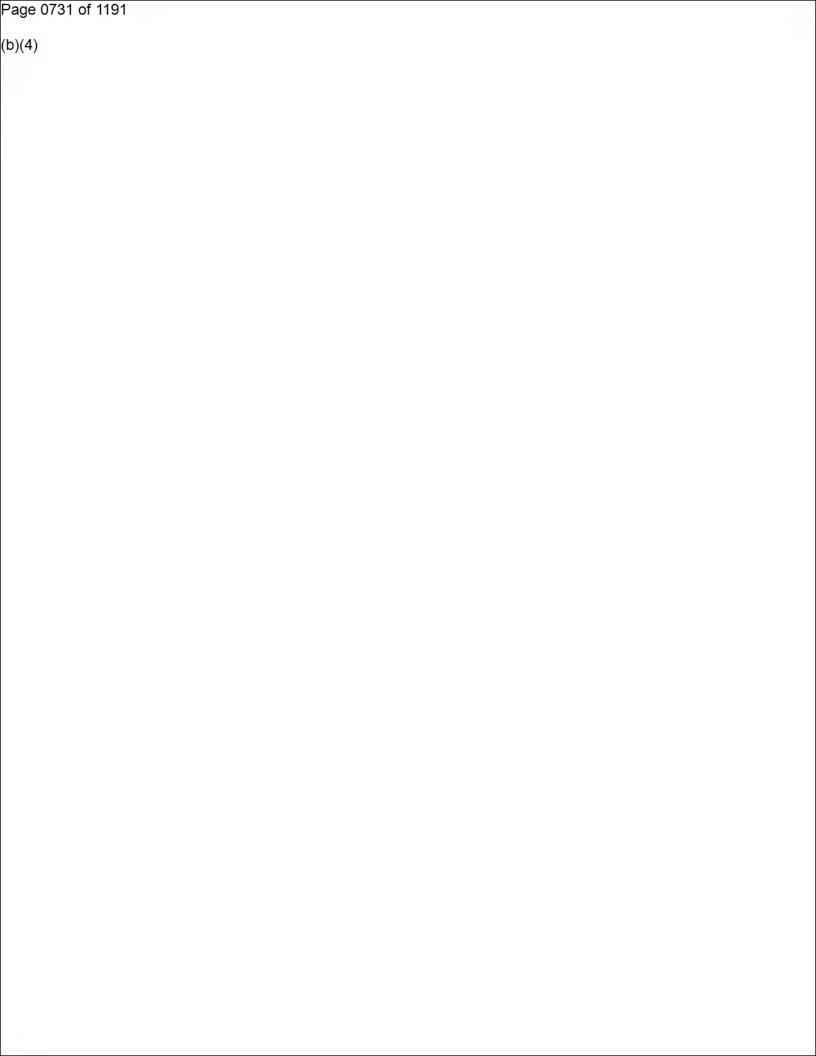


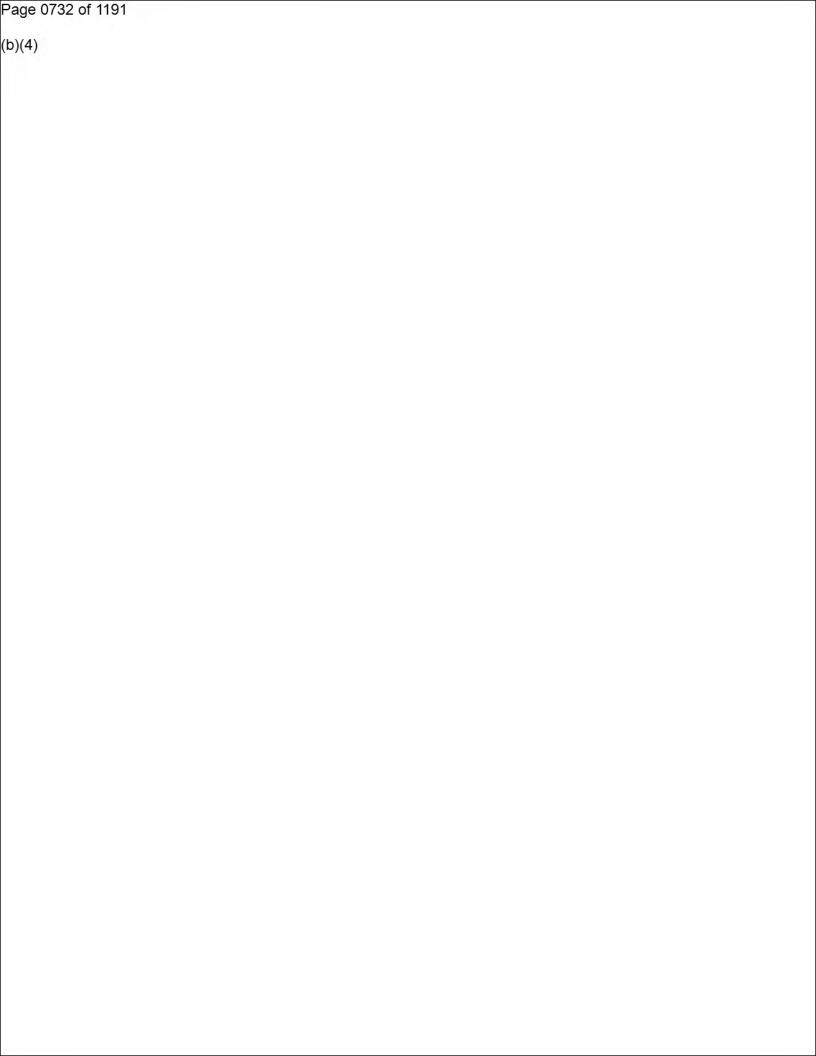


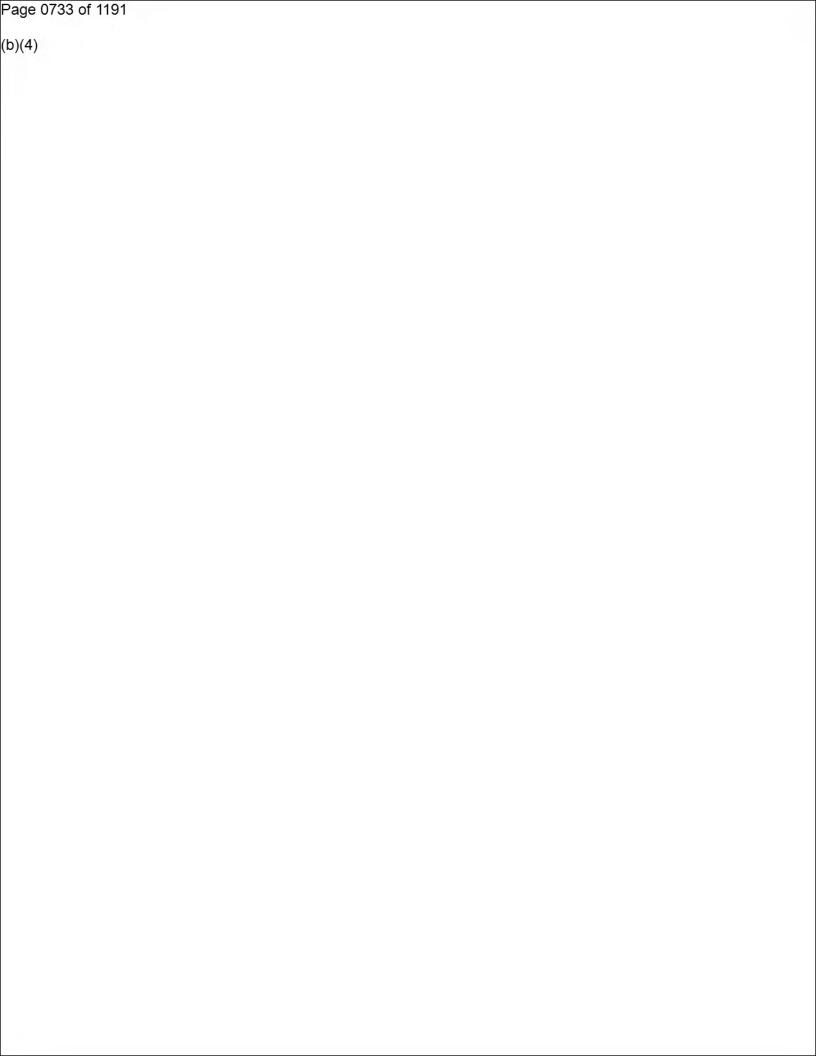


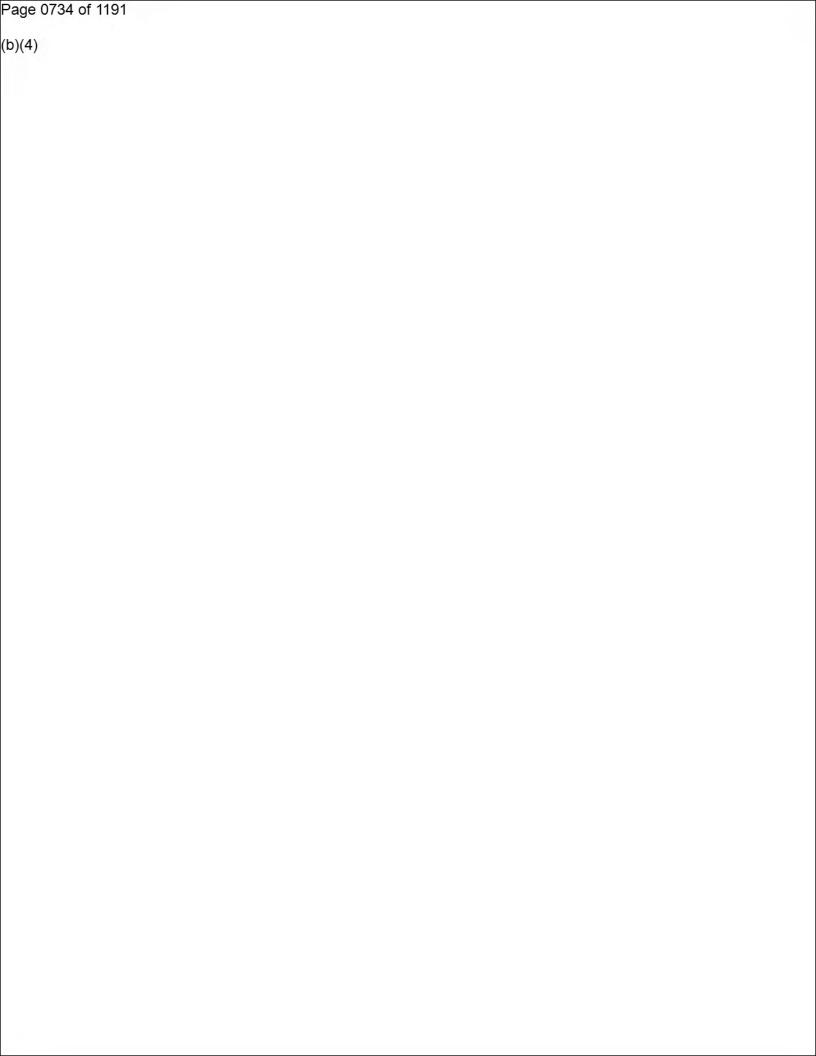


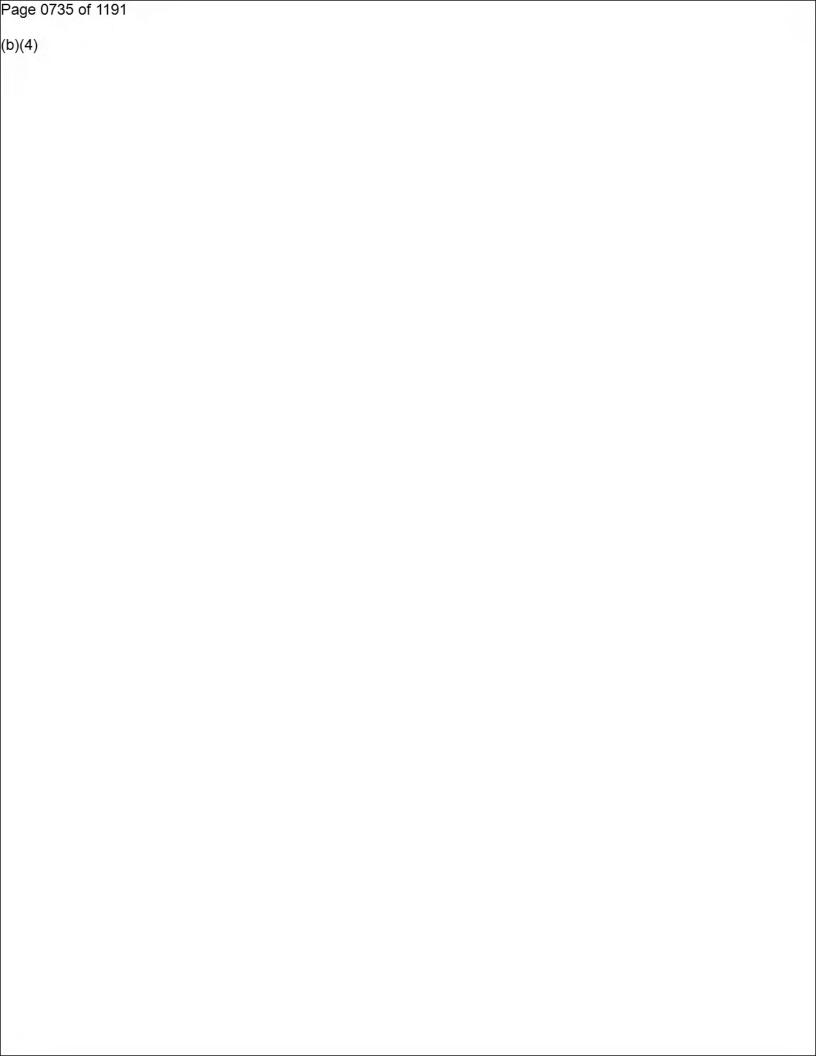




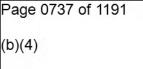


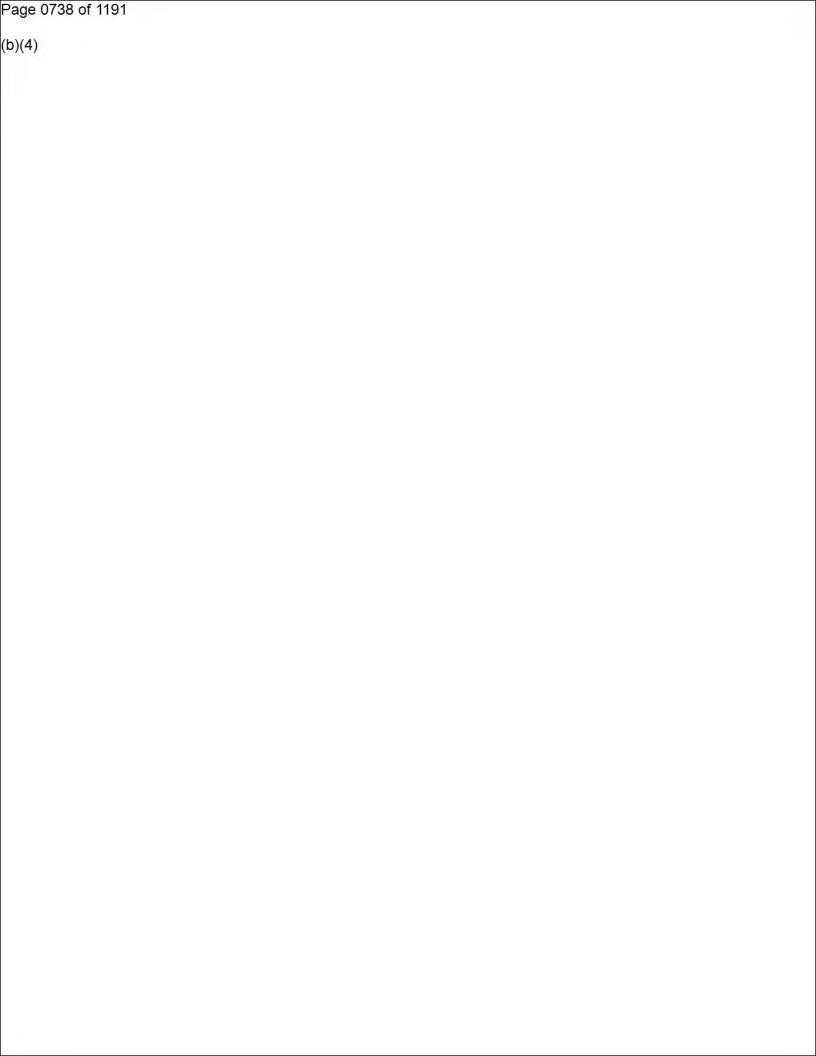


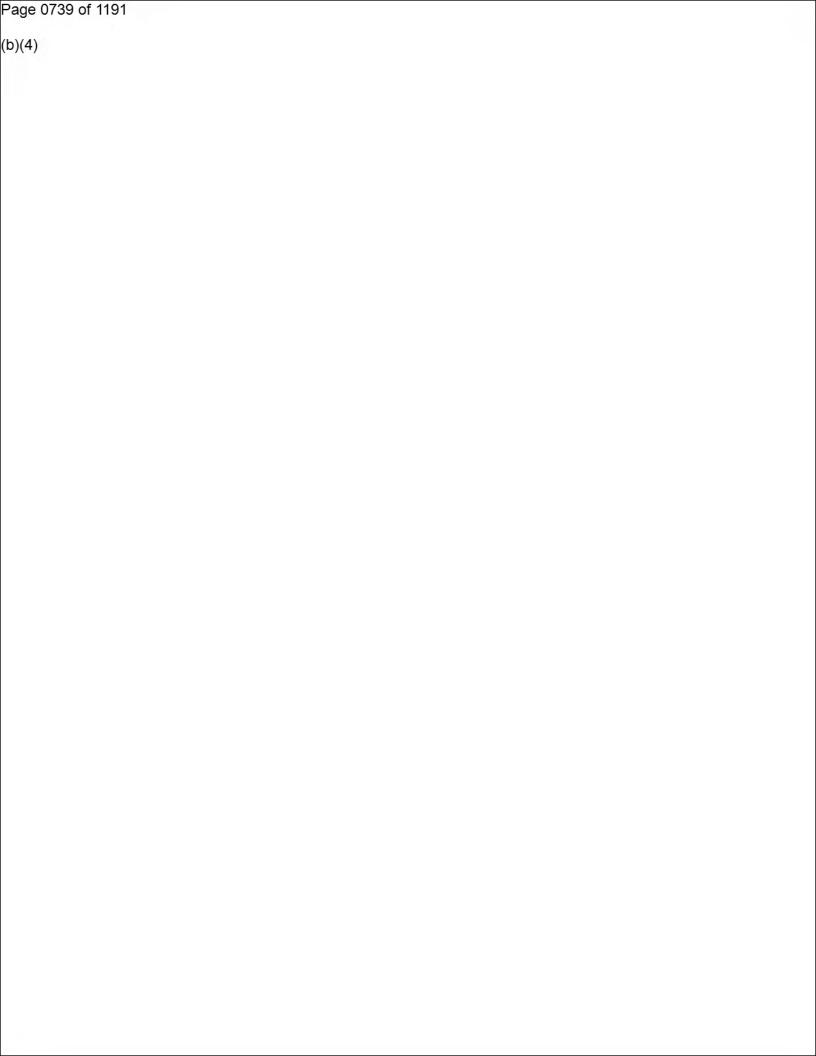


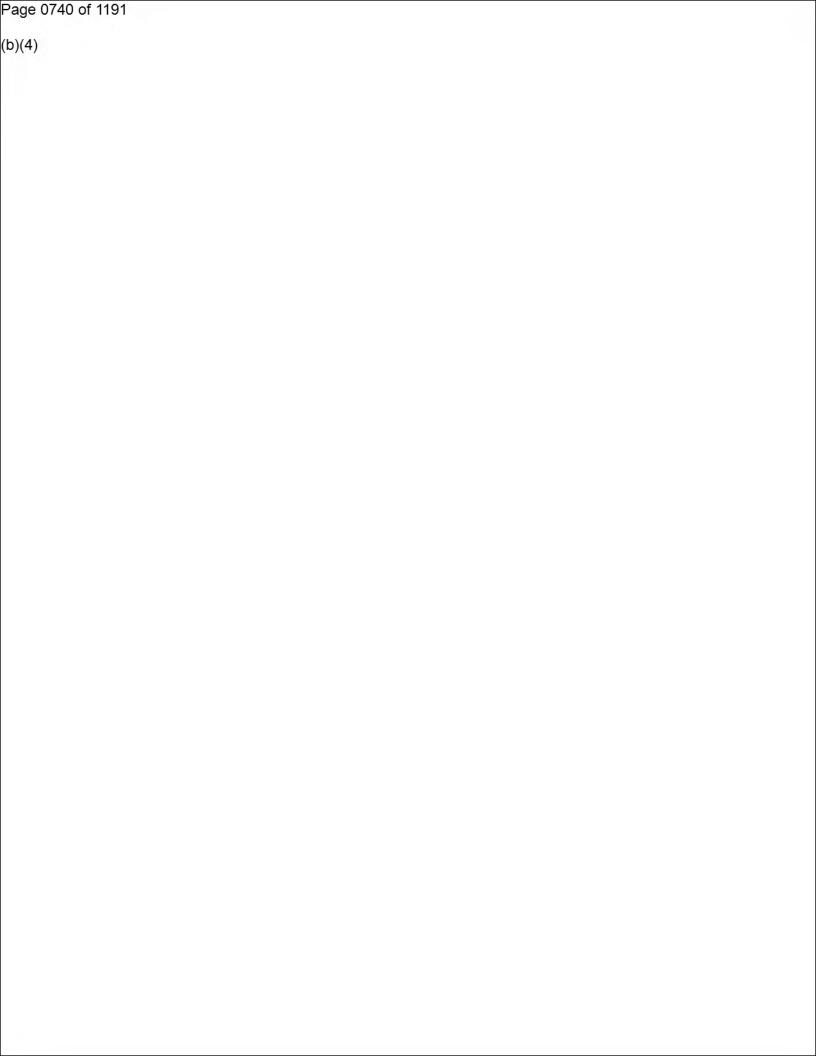


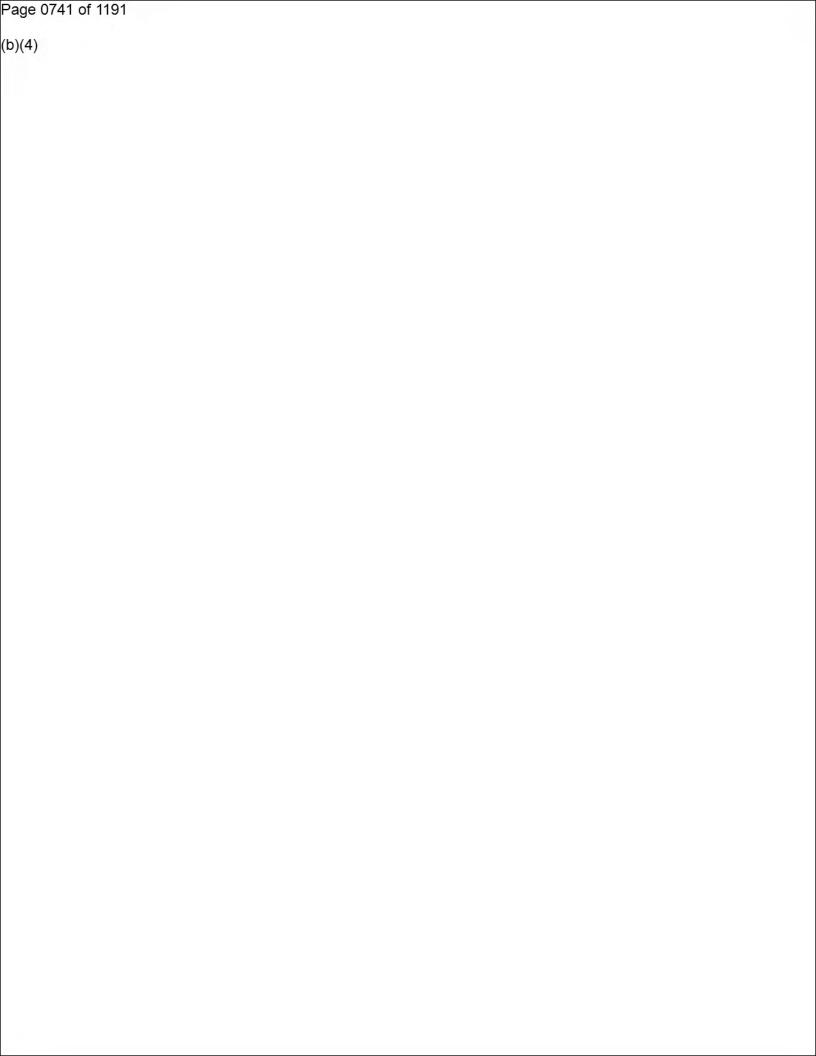
NGI Mod	Date of Mod Asso	t ID Nomenclat	re Model	Part #	Serial #	Qty.	Cost	Location / Site	IUID#	SF-153
---------	------------------	----------------	----------	--------	----------	------	------	-----------------	-------	--------

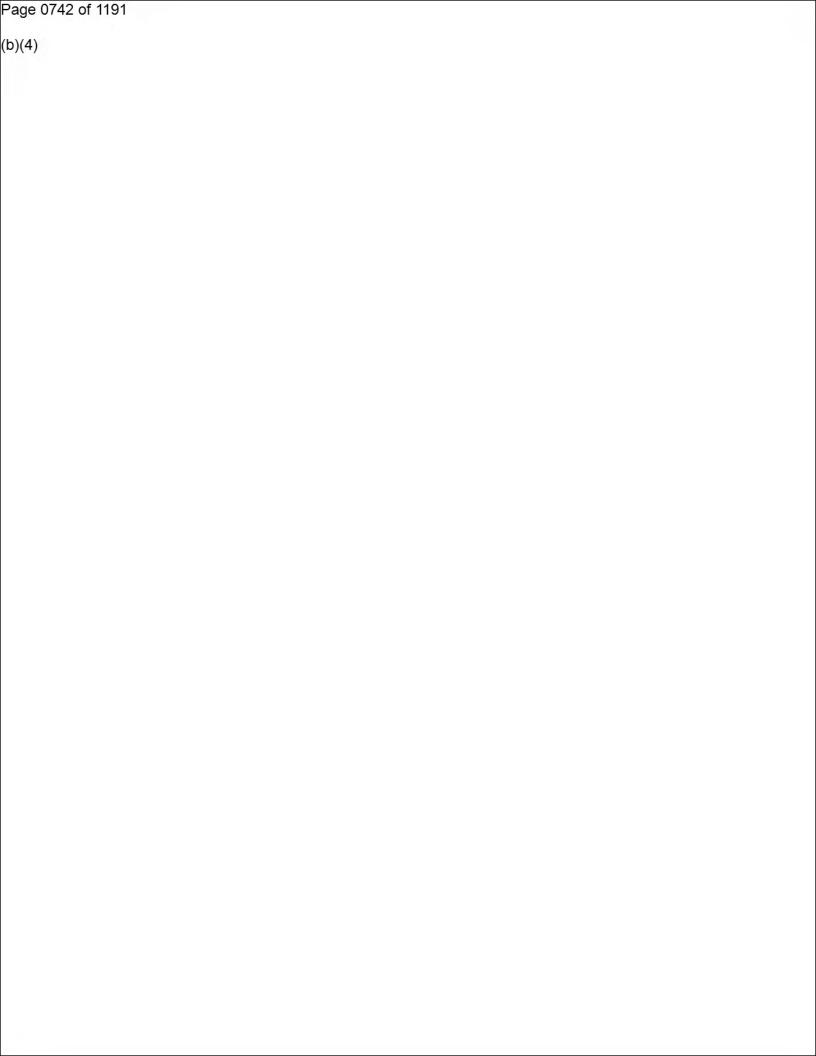


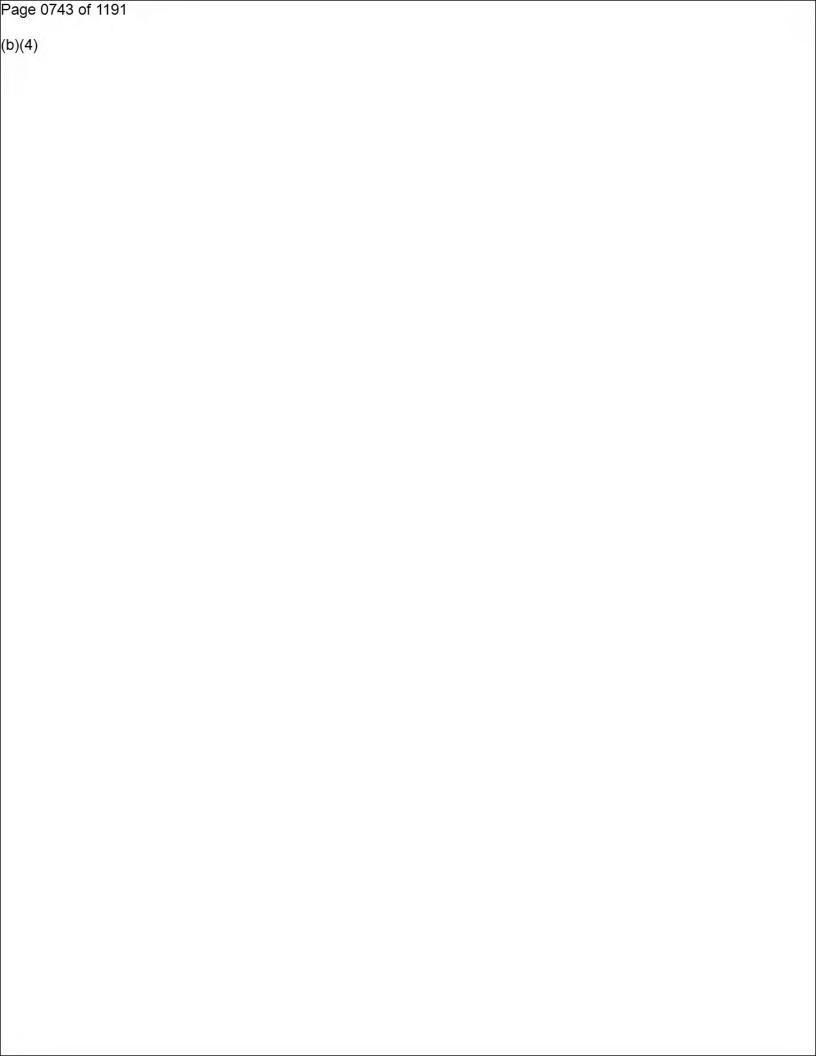


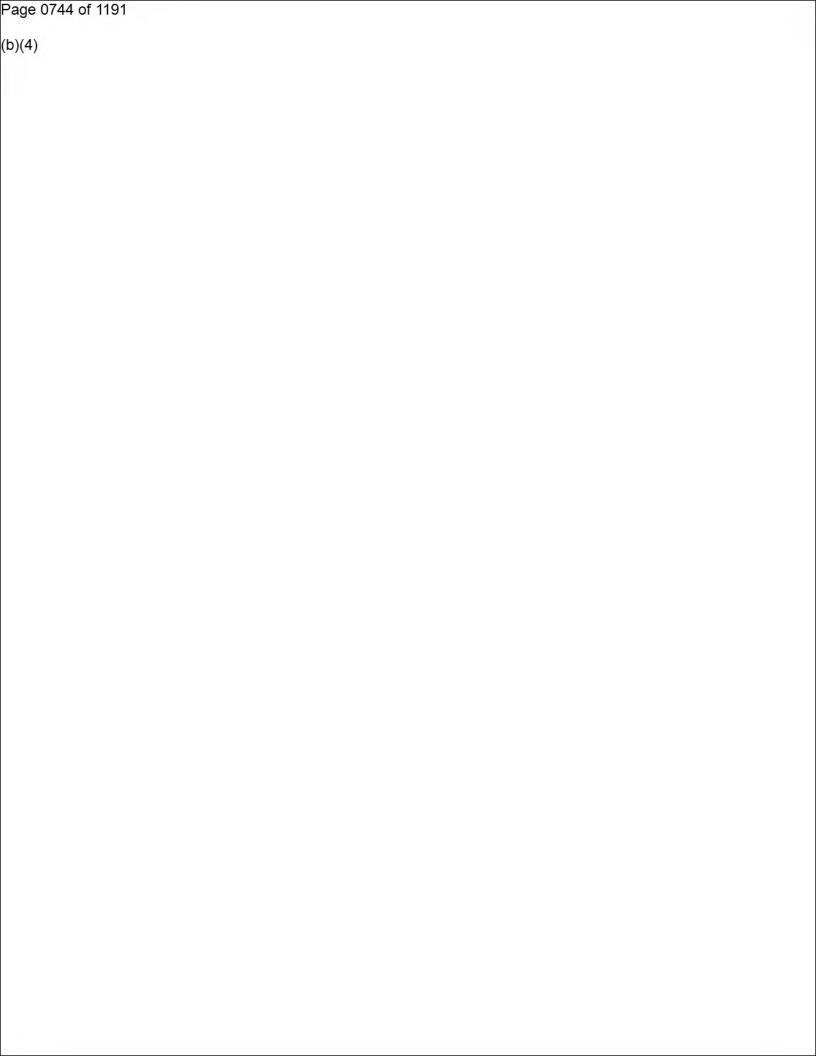


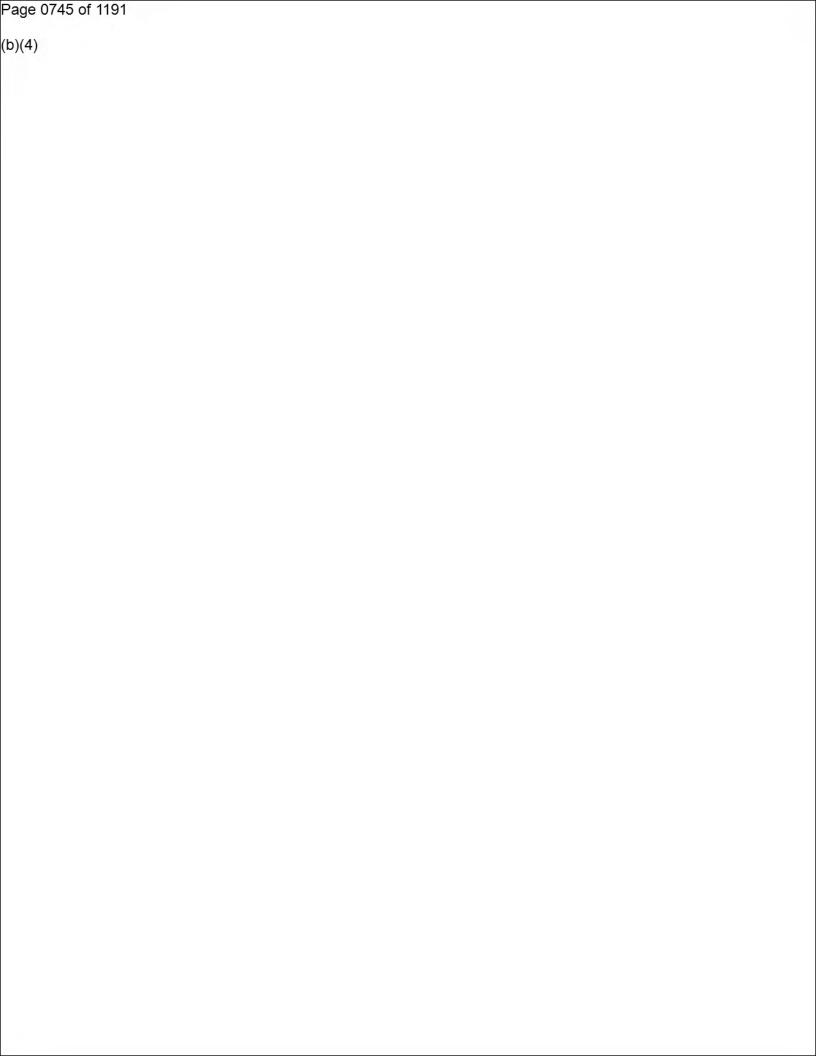


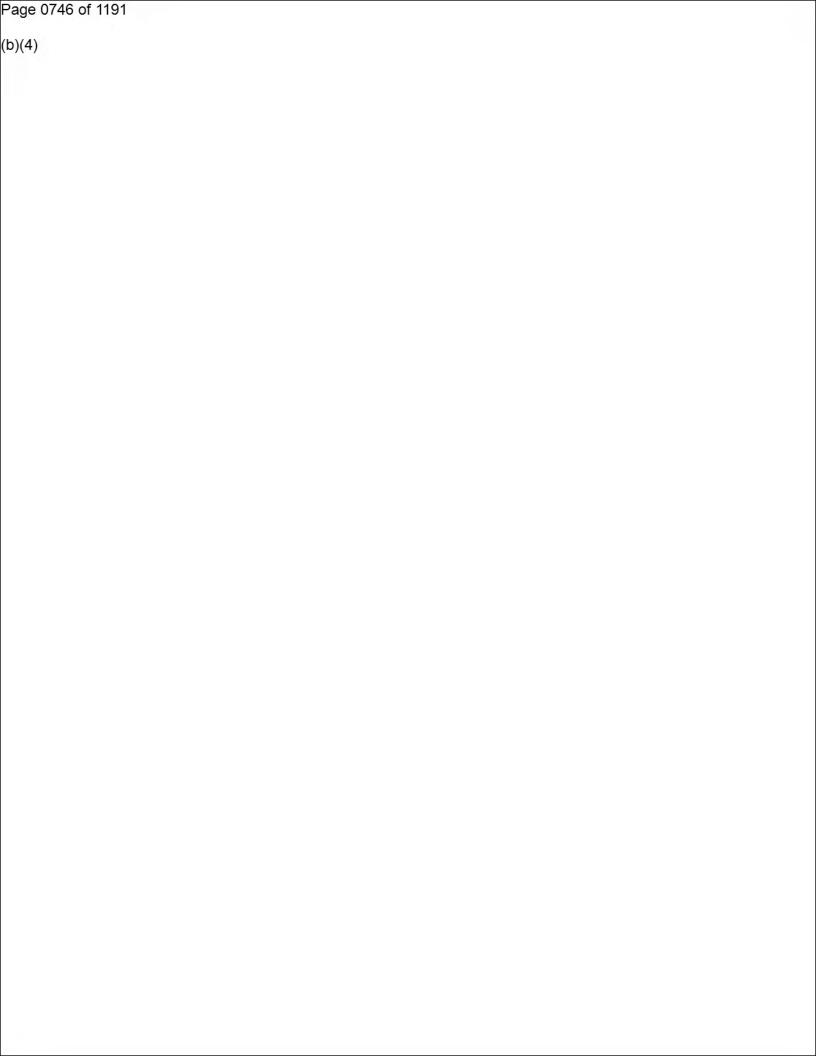


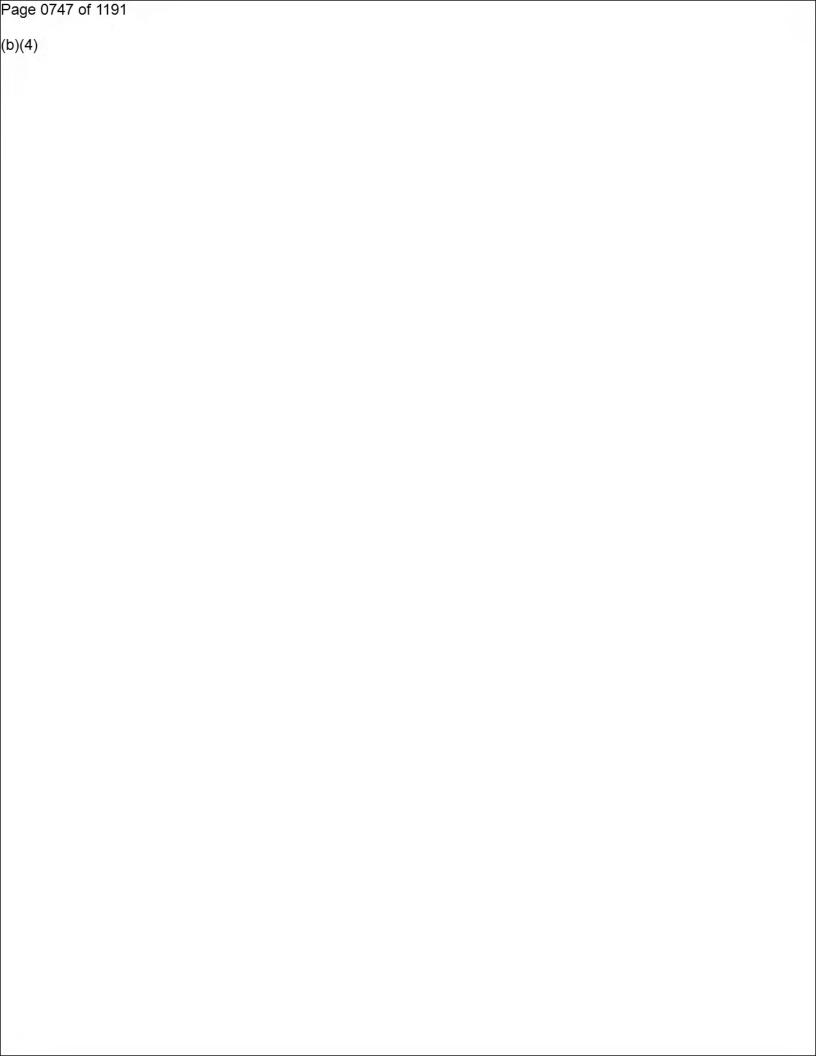


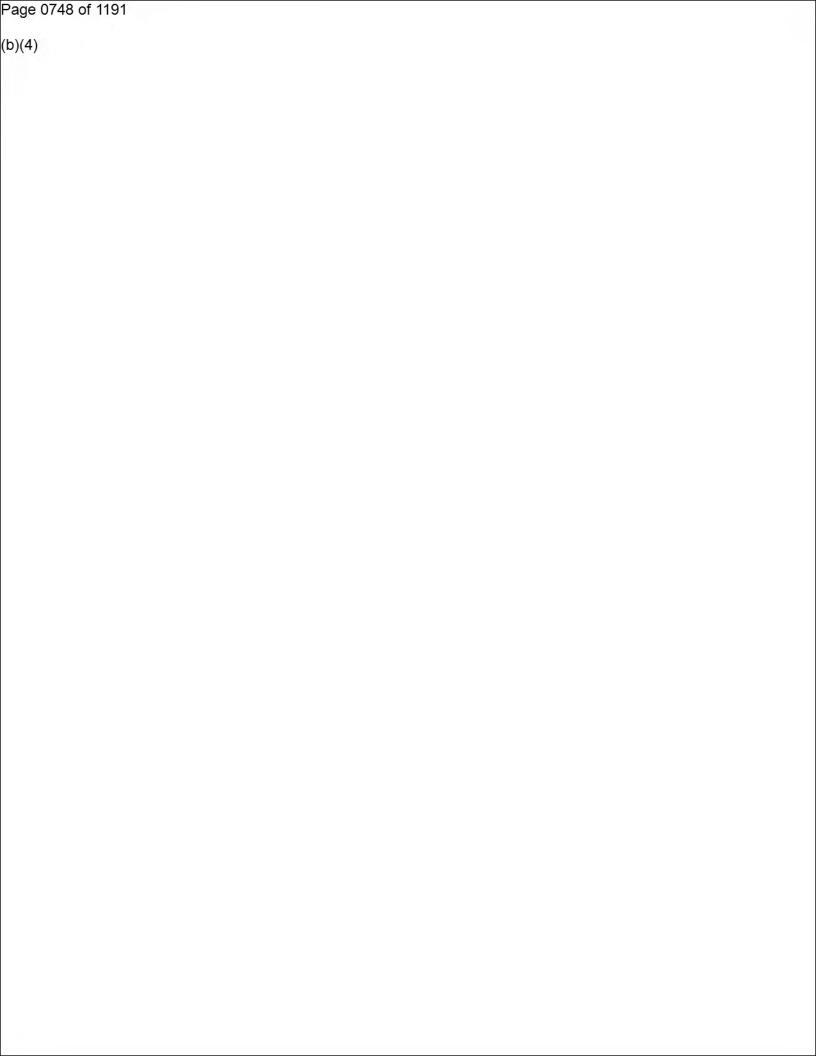


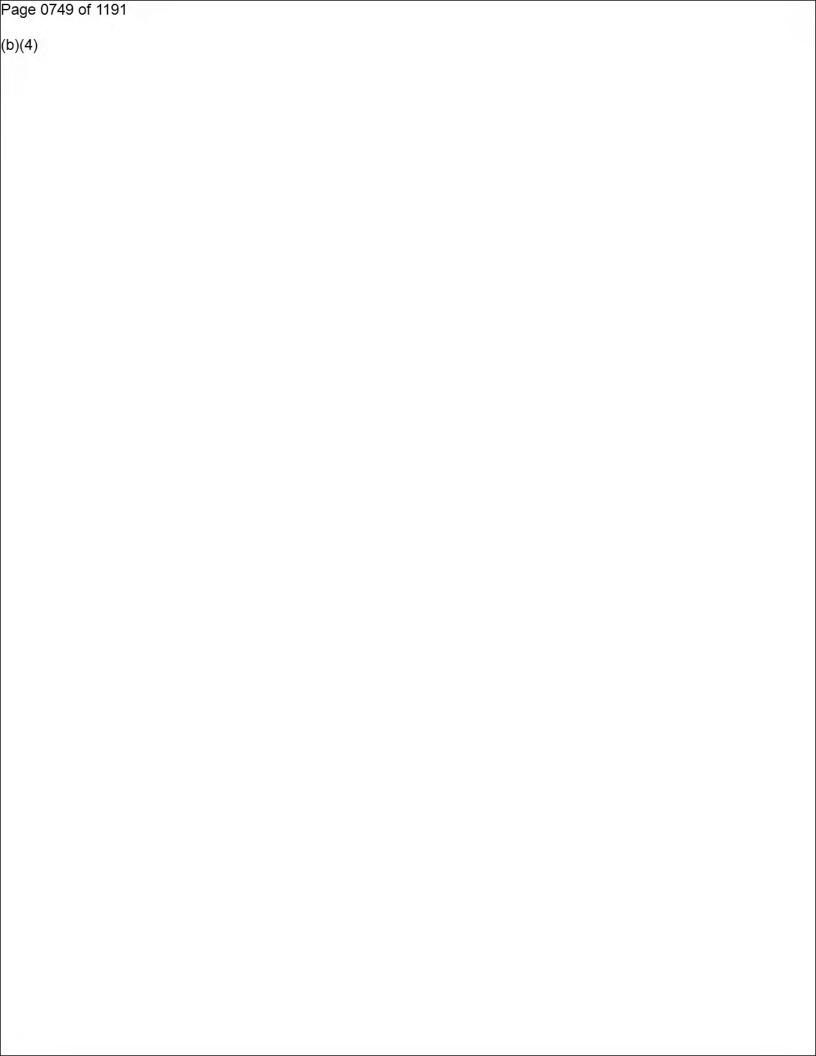


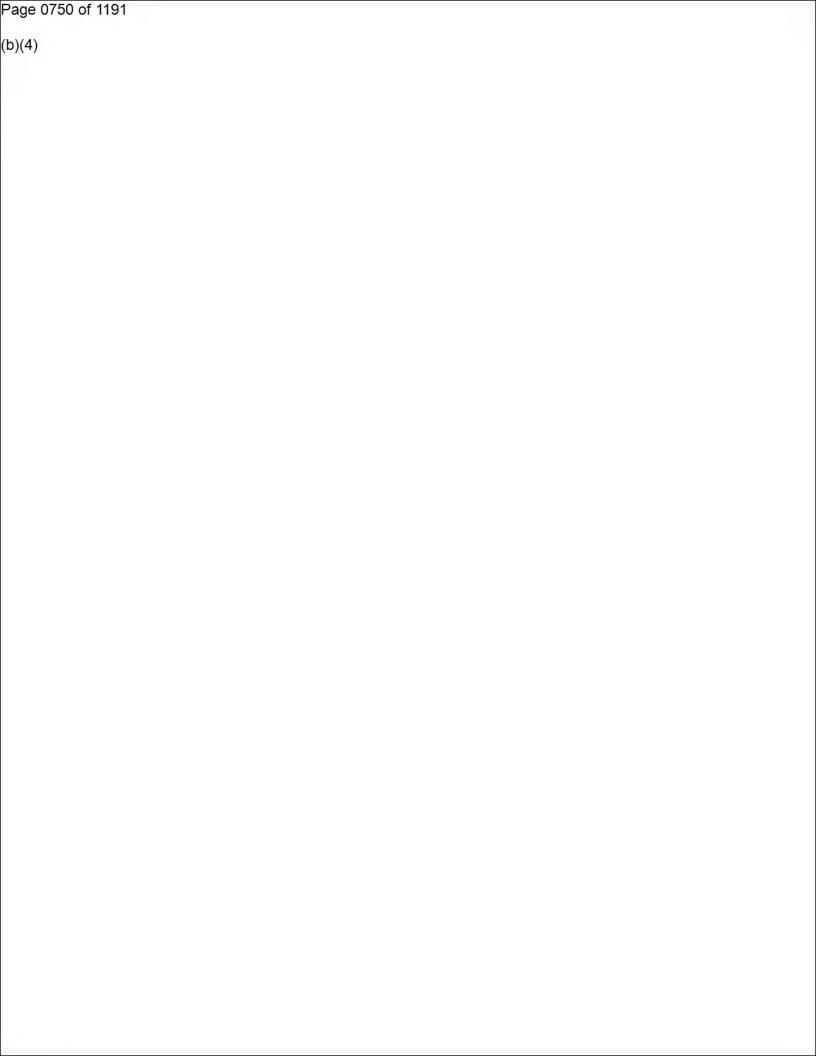


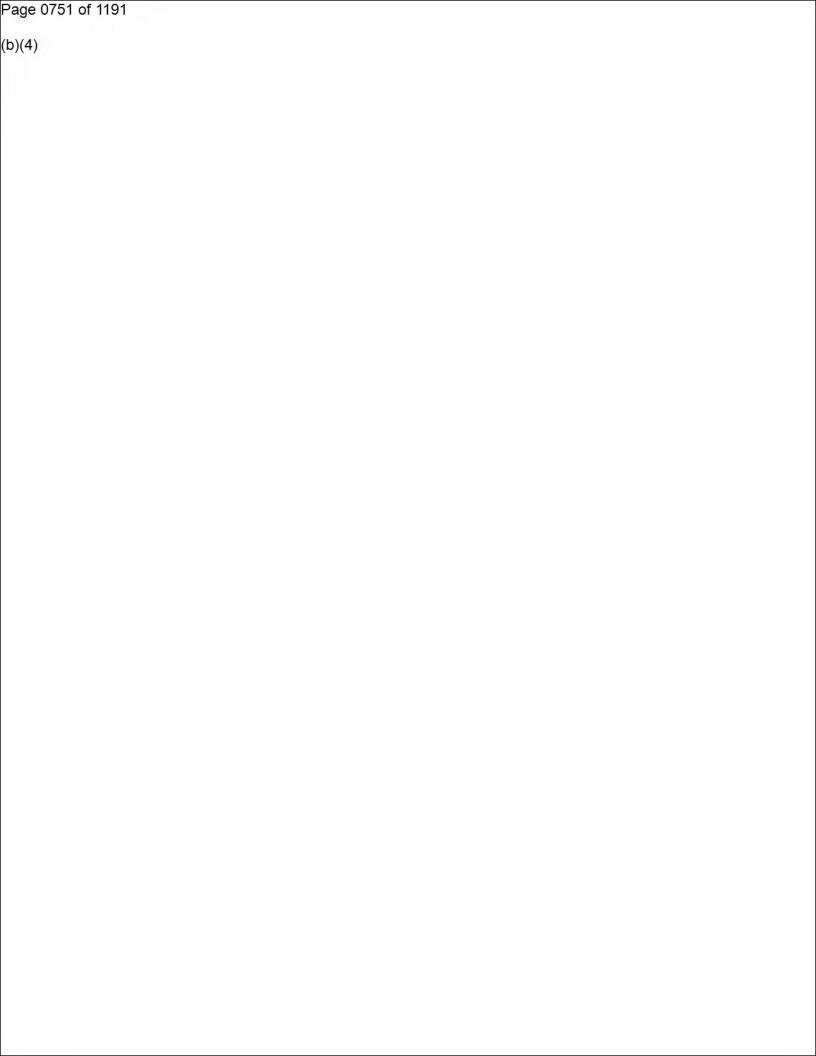


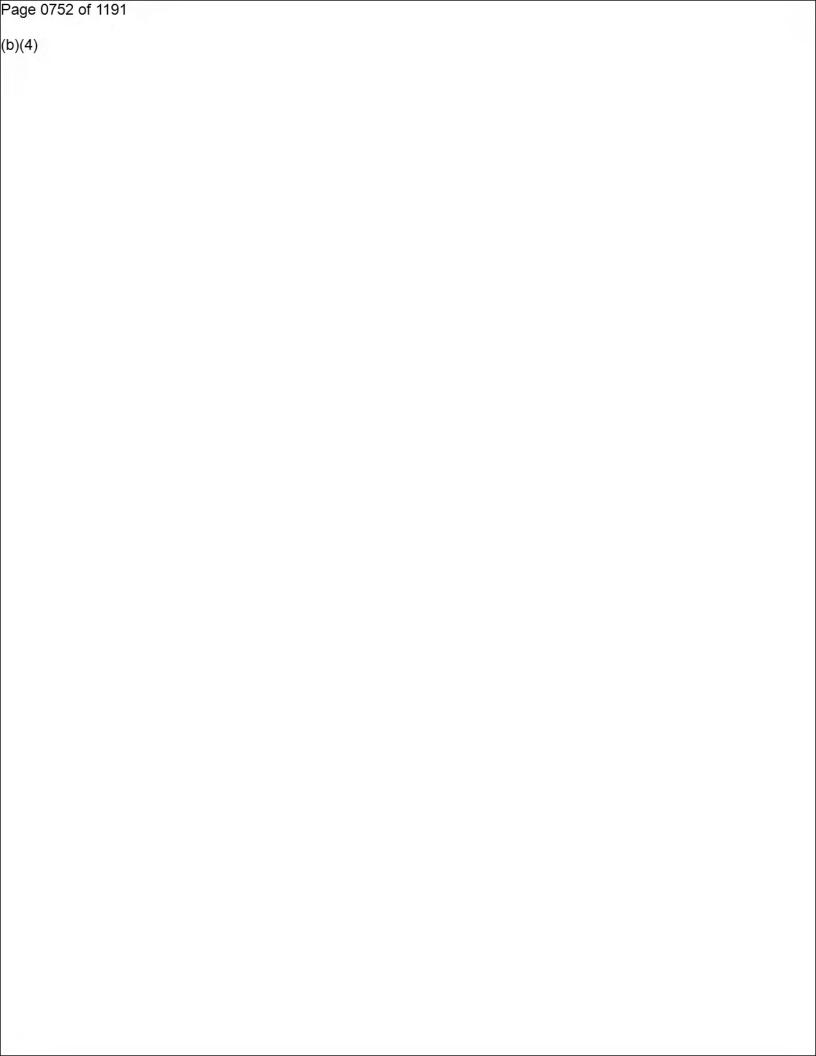


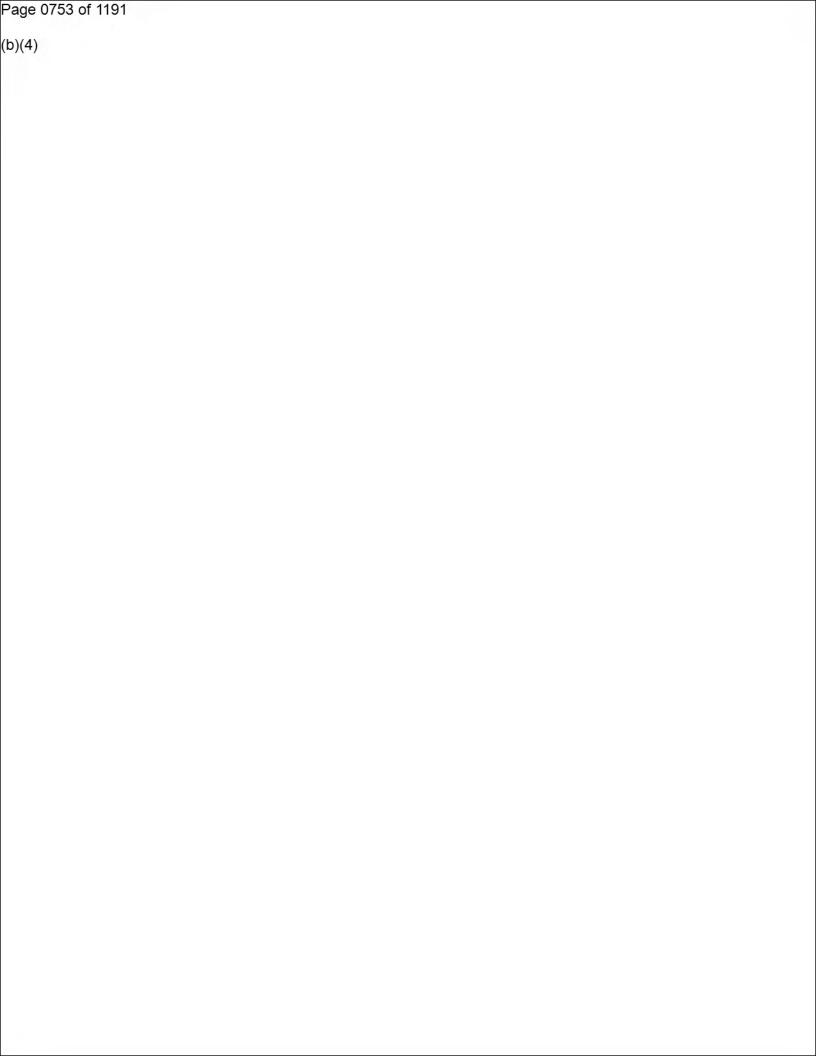


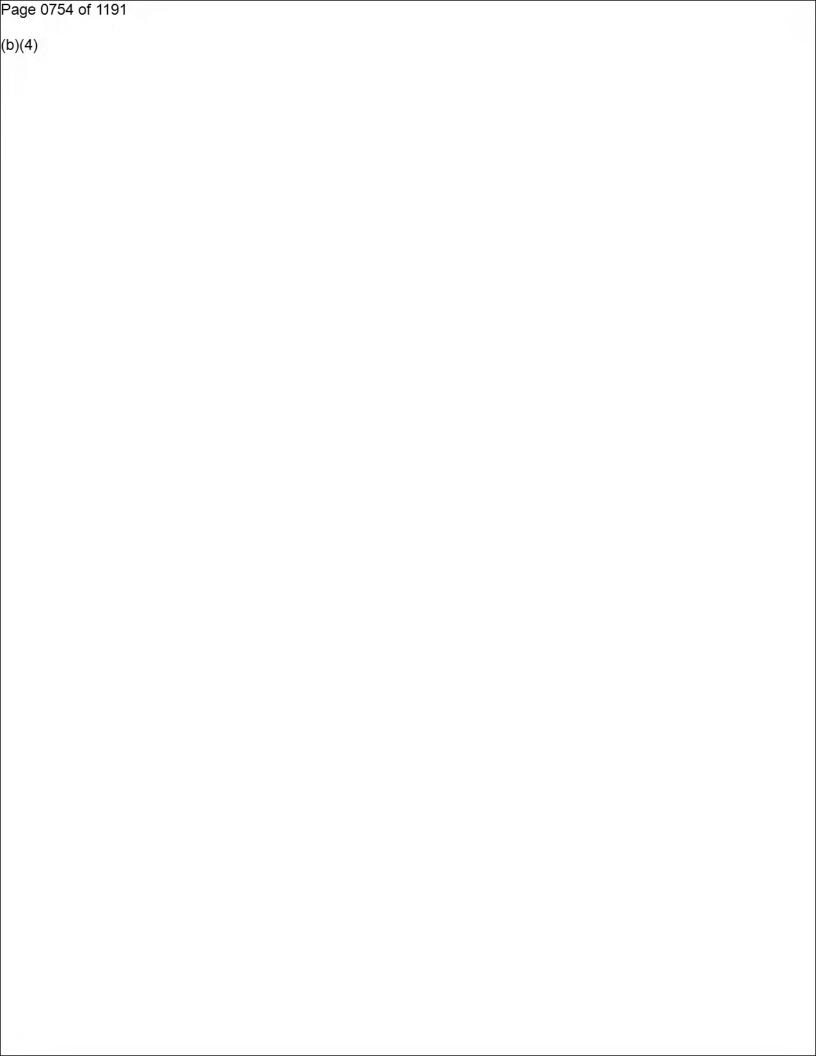


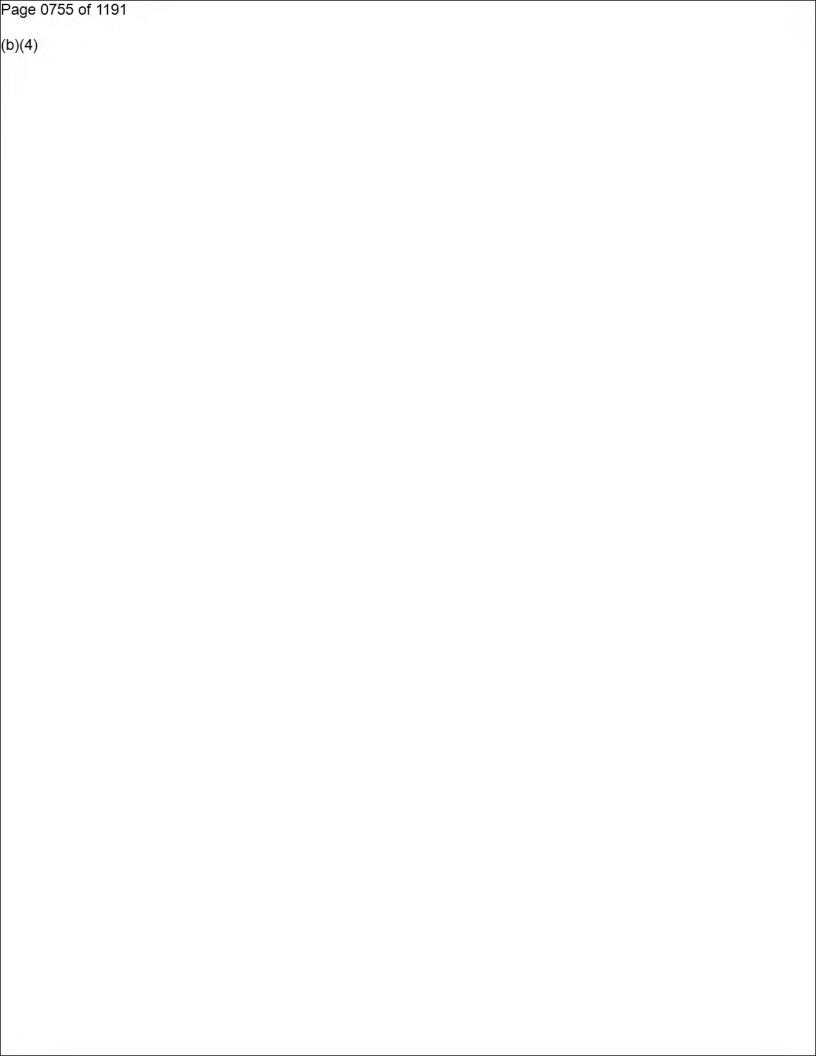


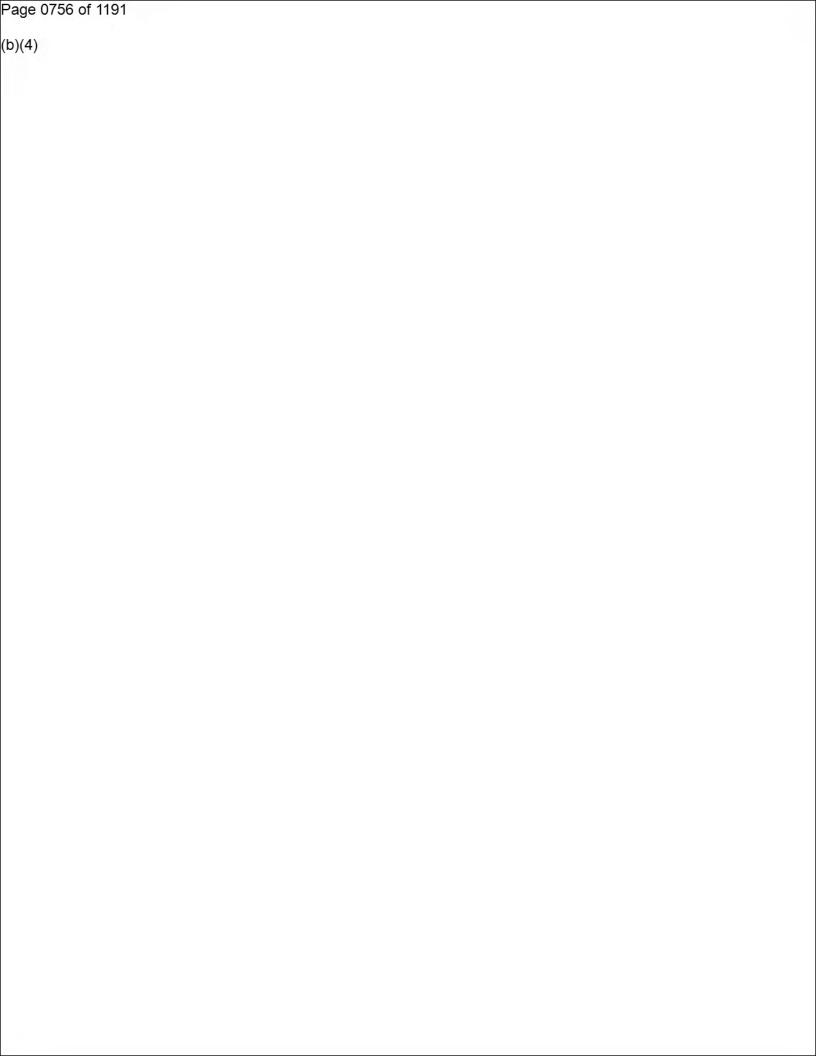


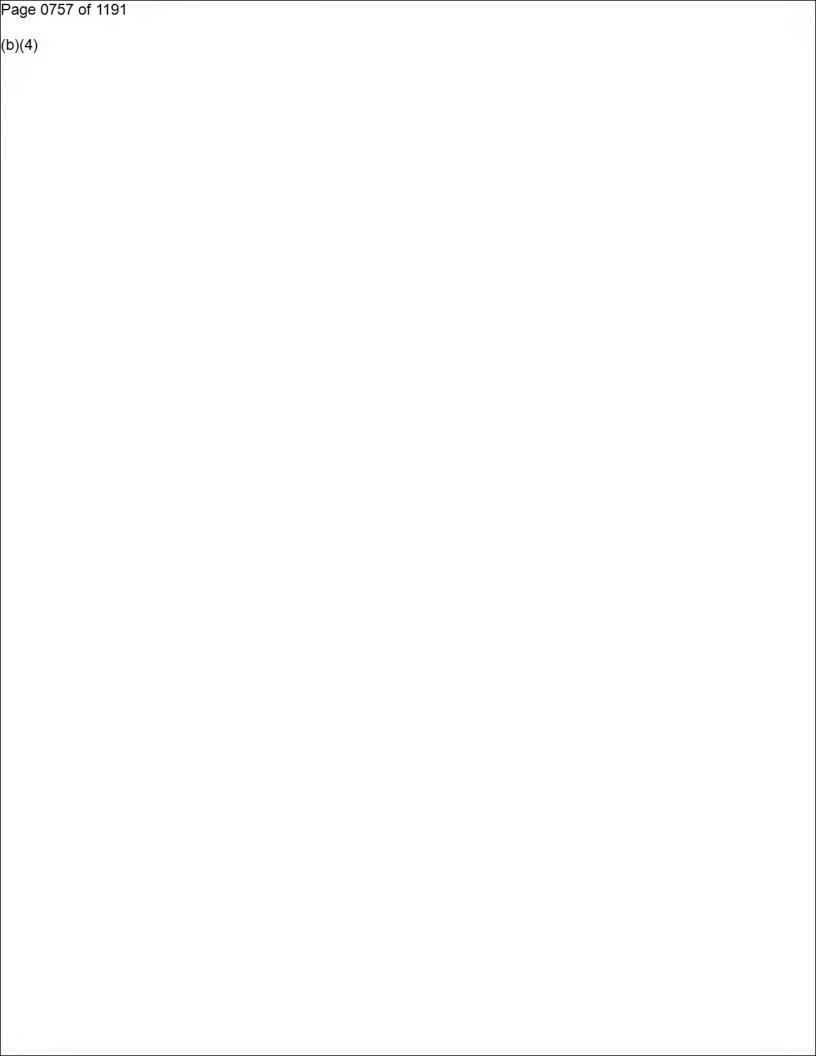


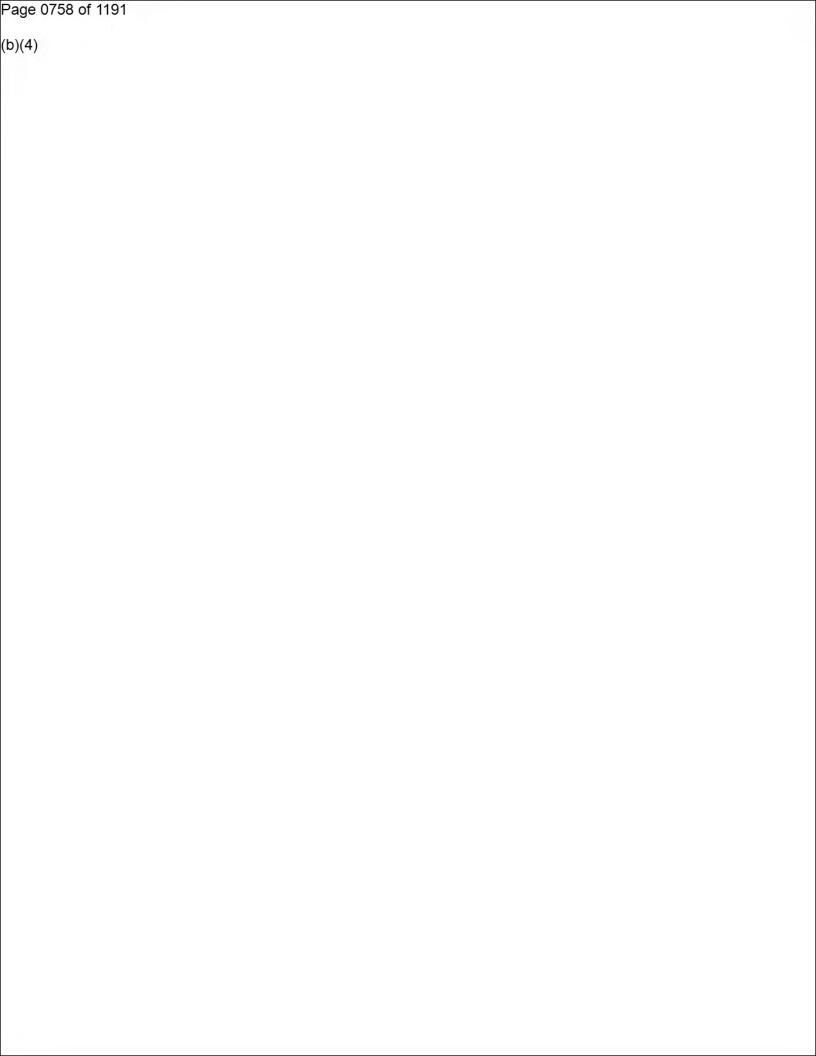


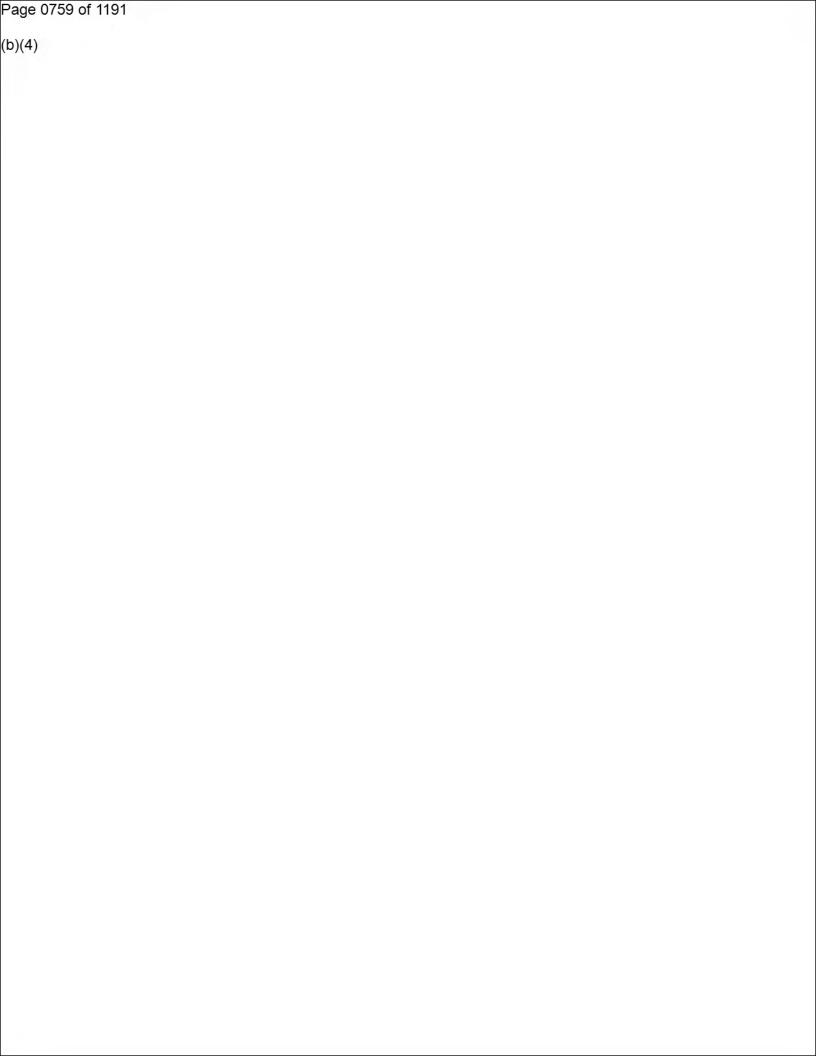


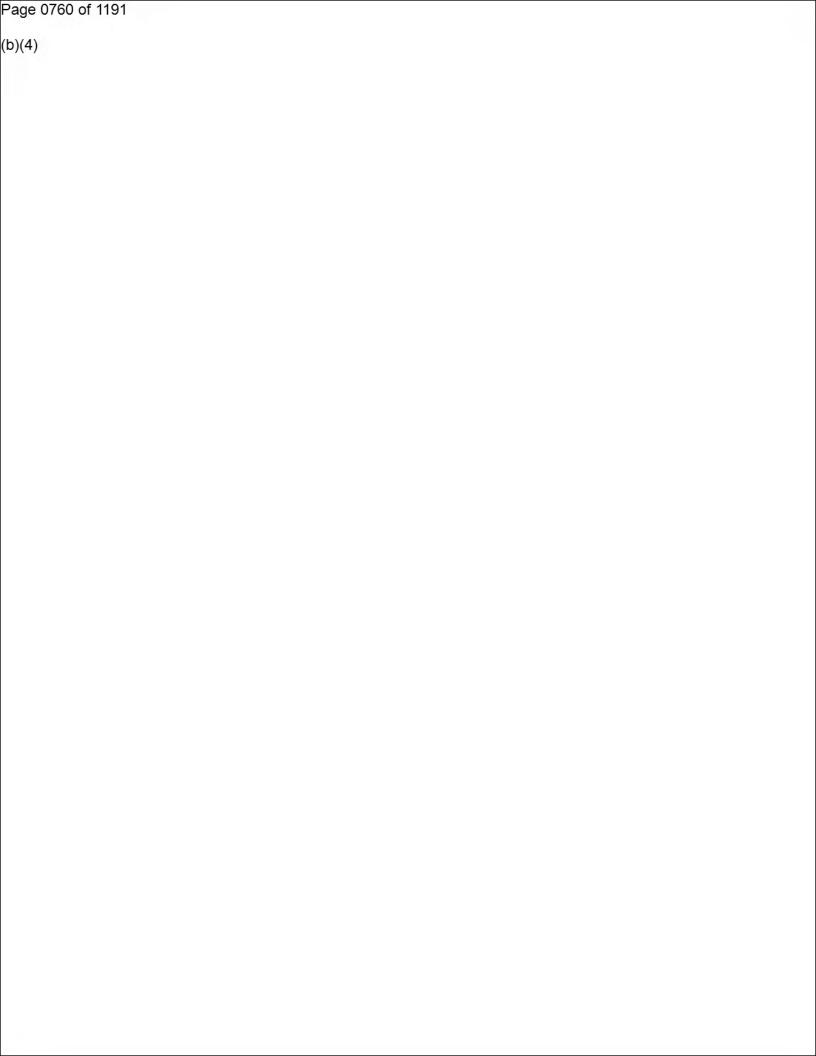


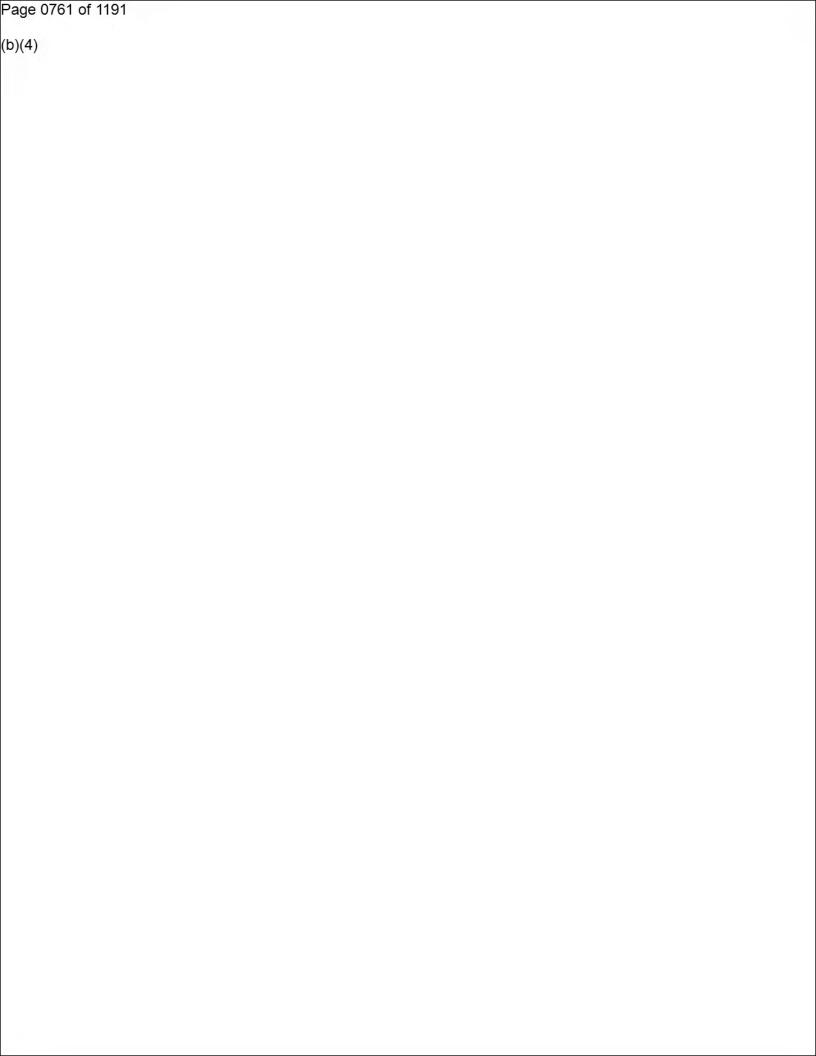


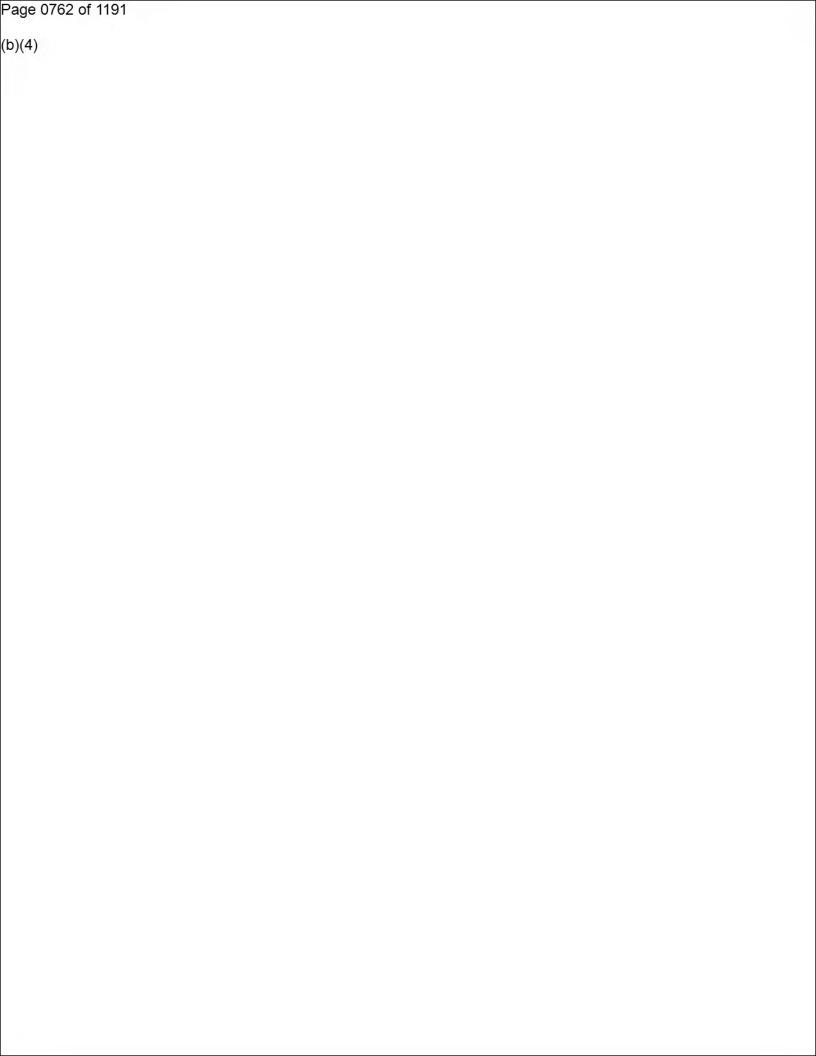


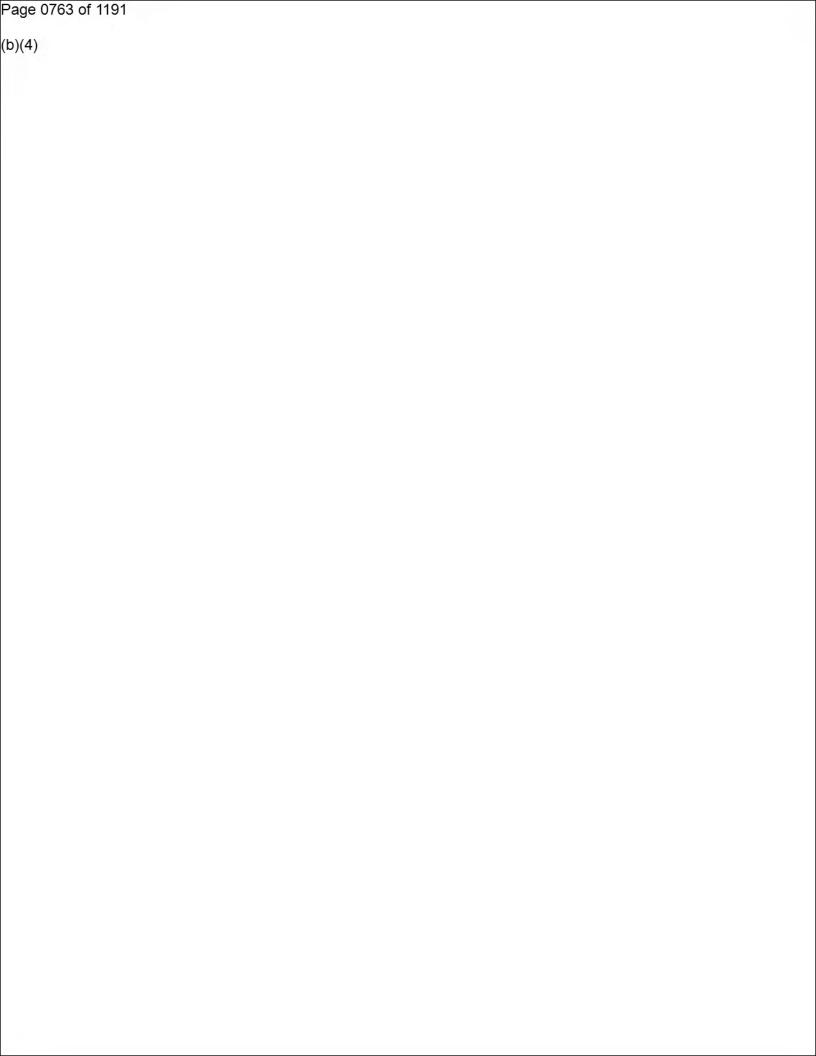


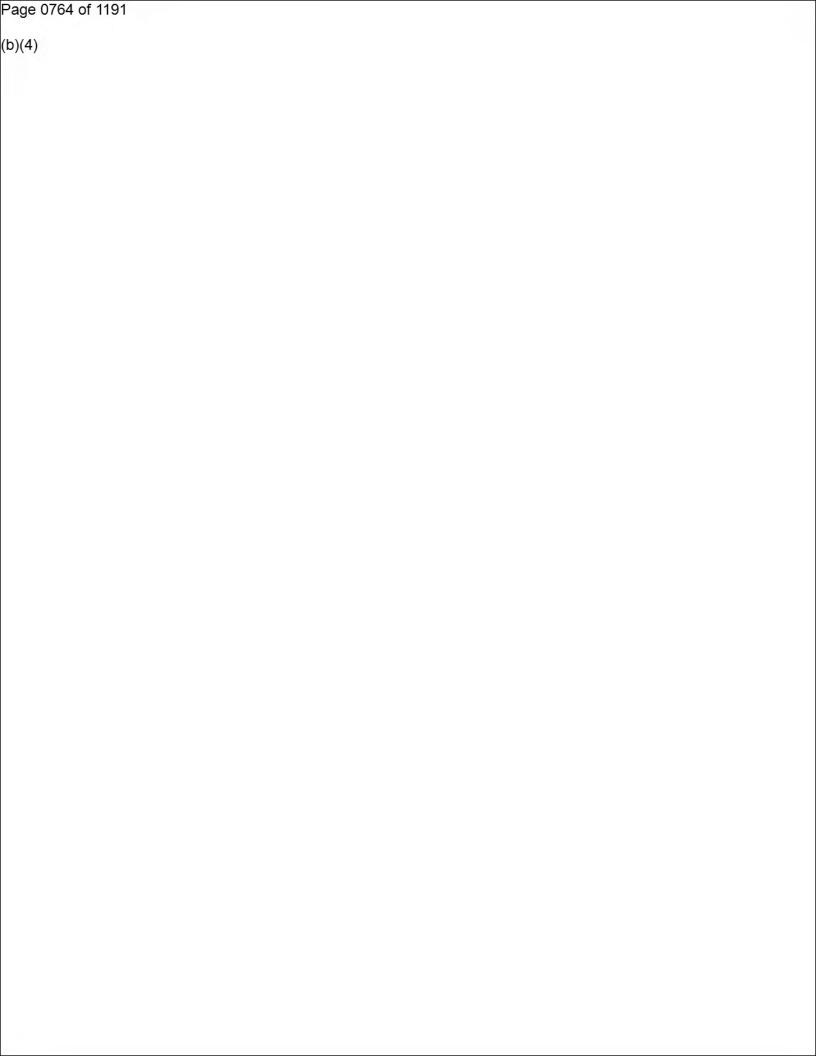


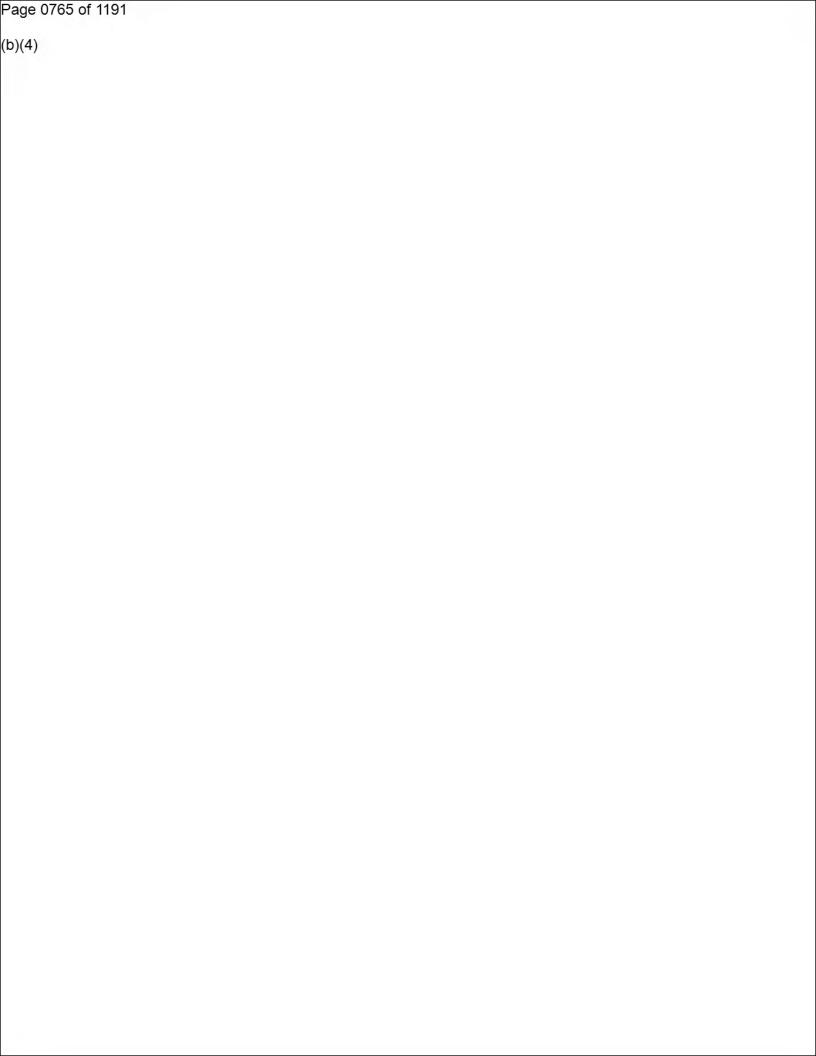


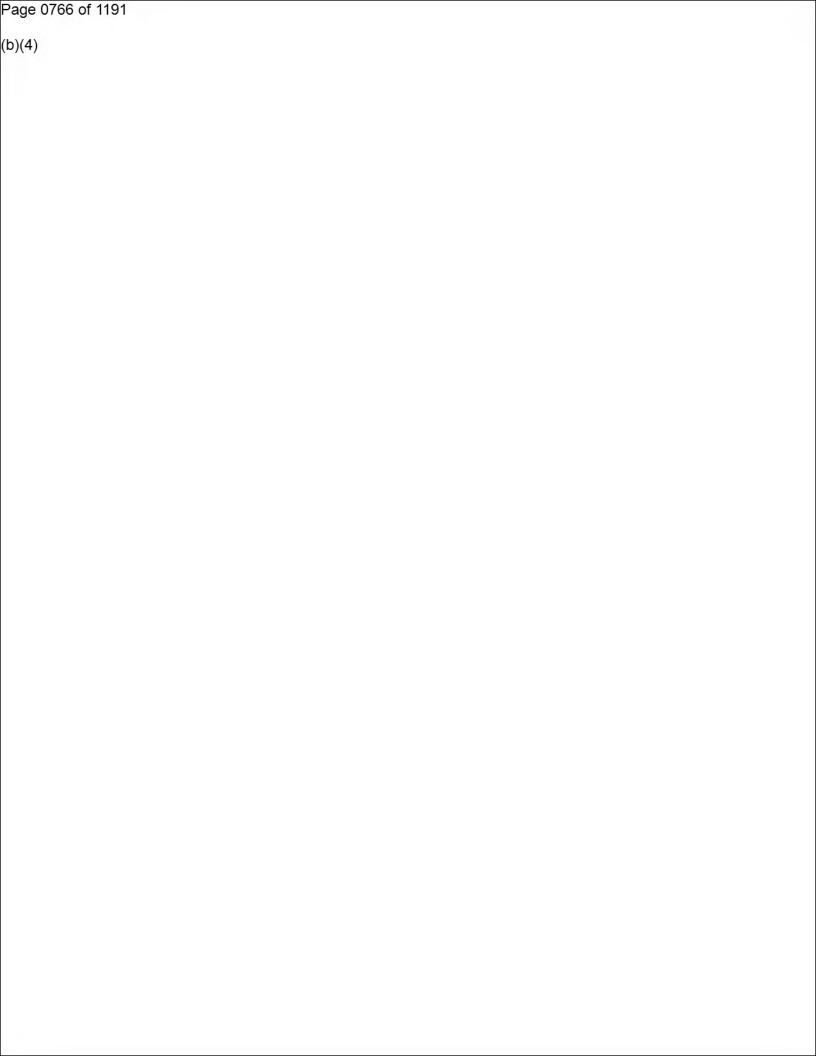


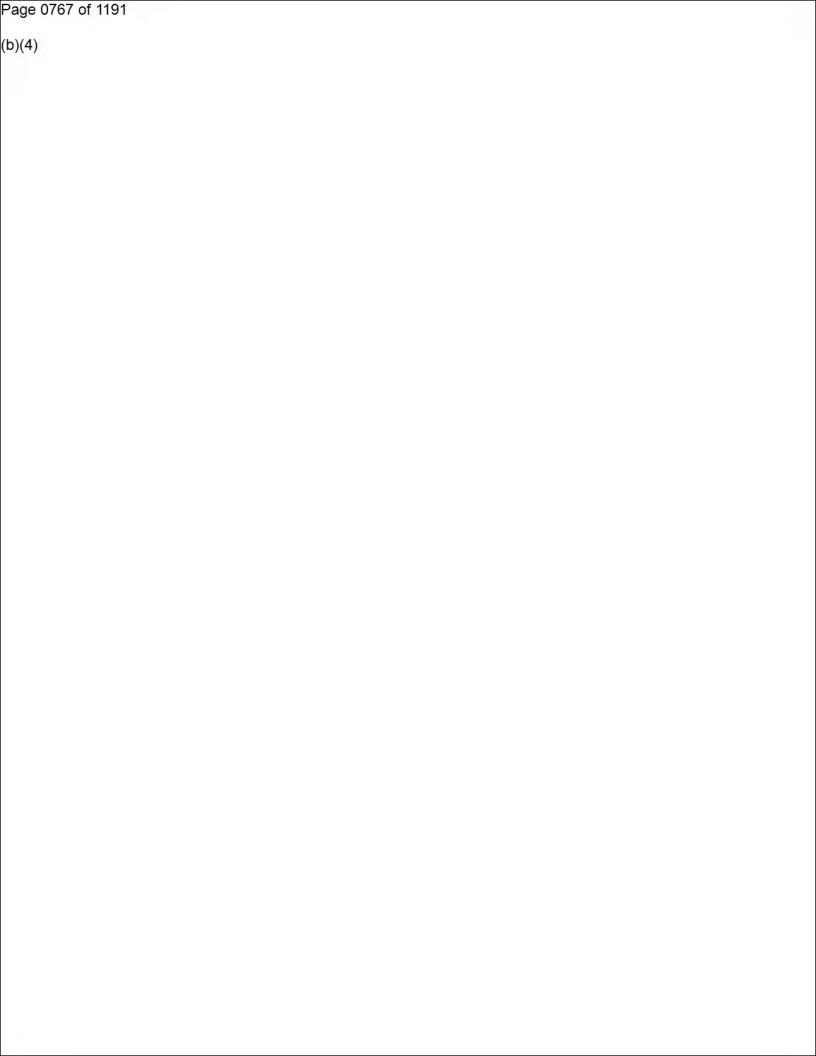


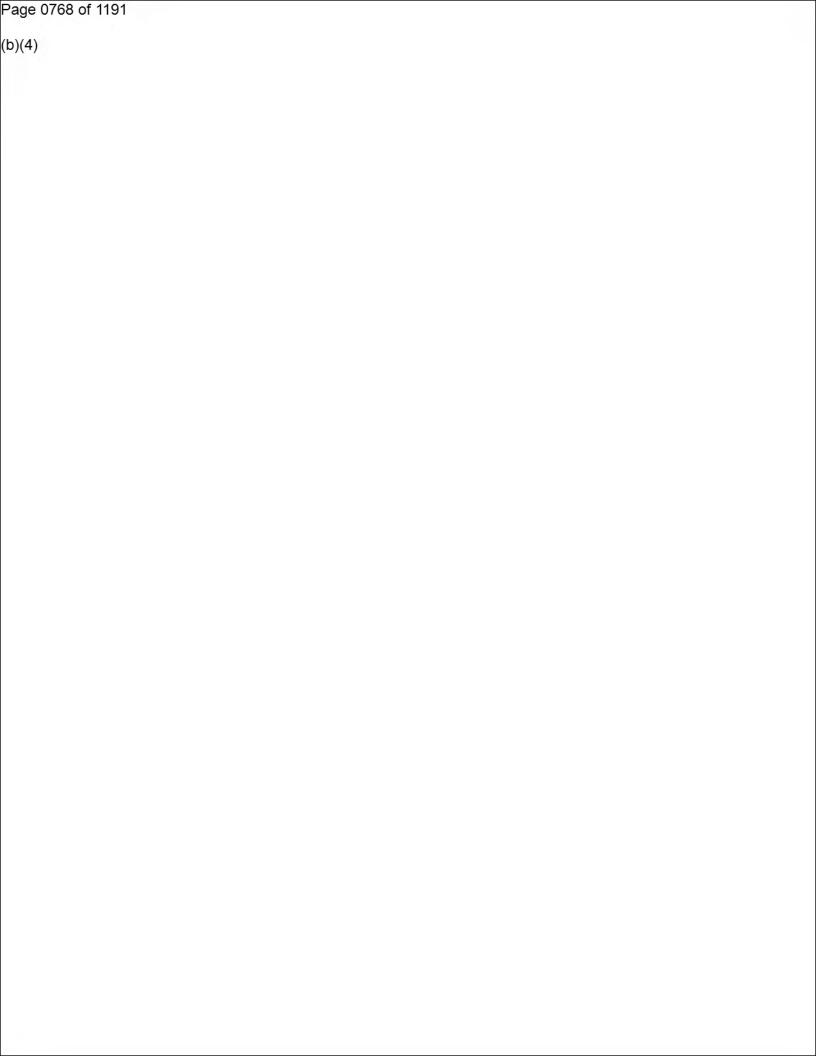


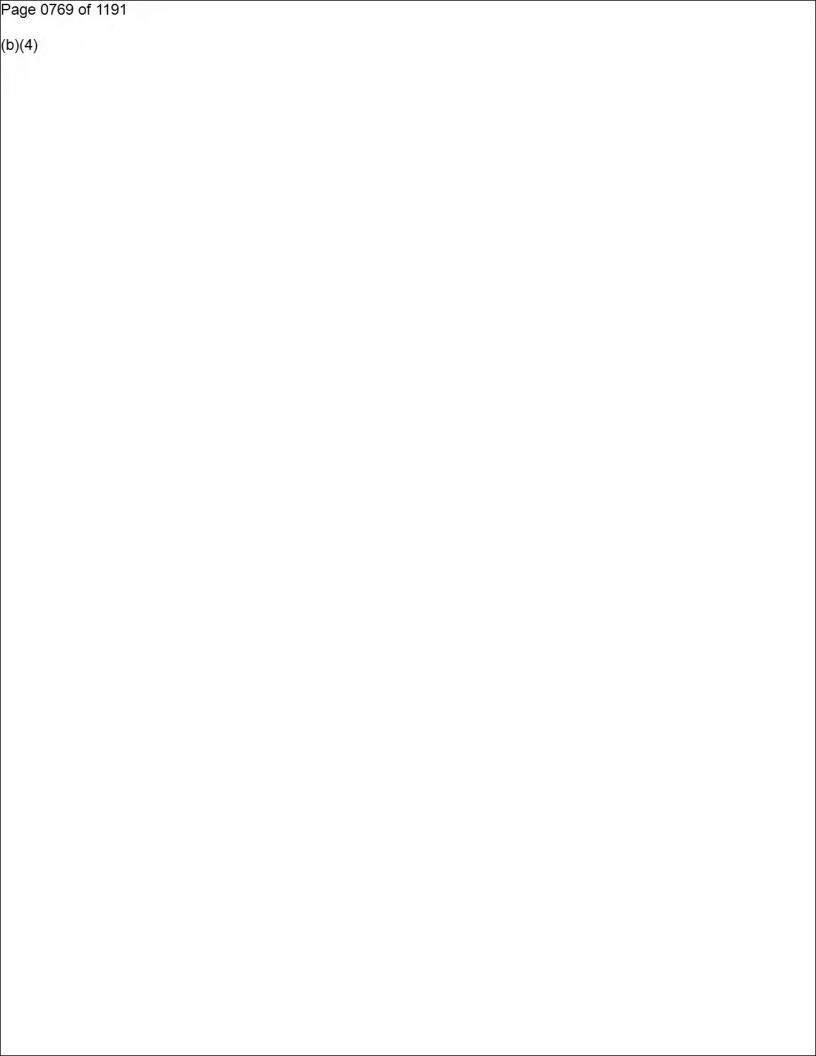


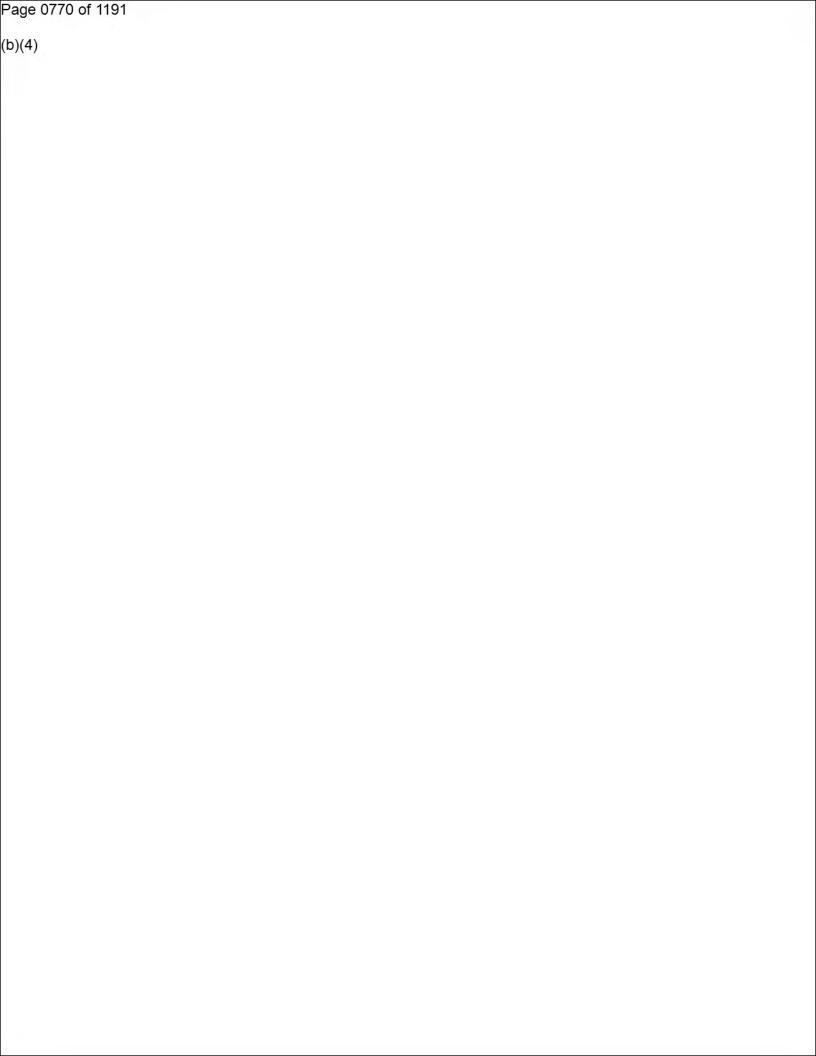


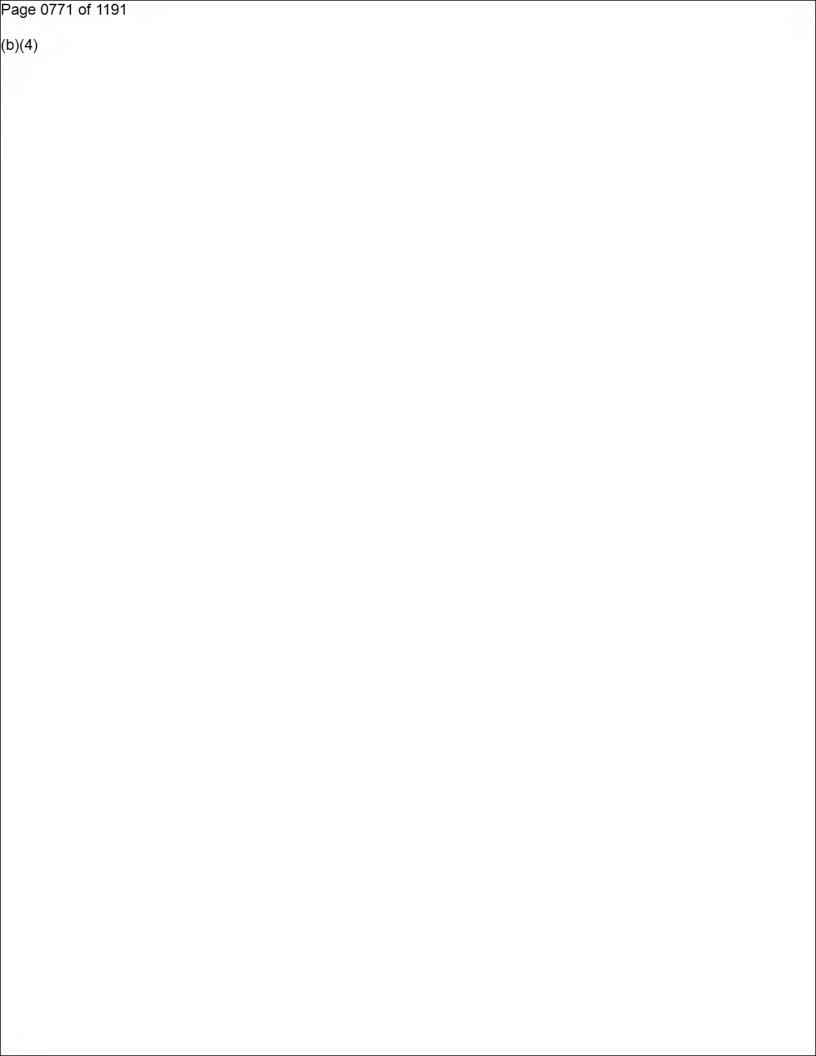


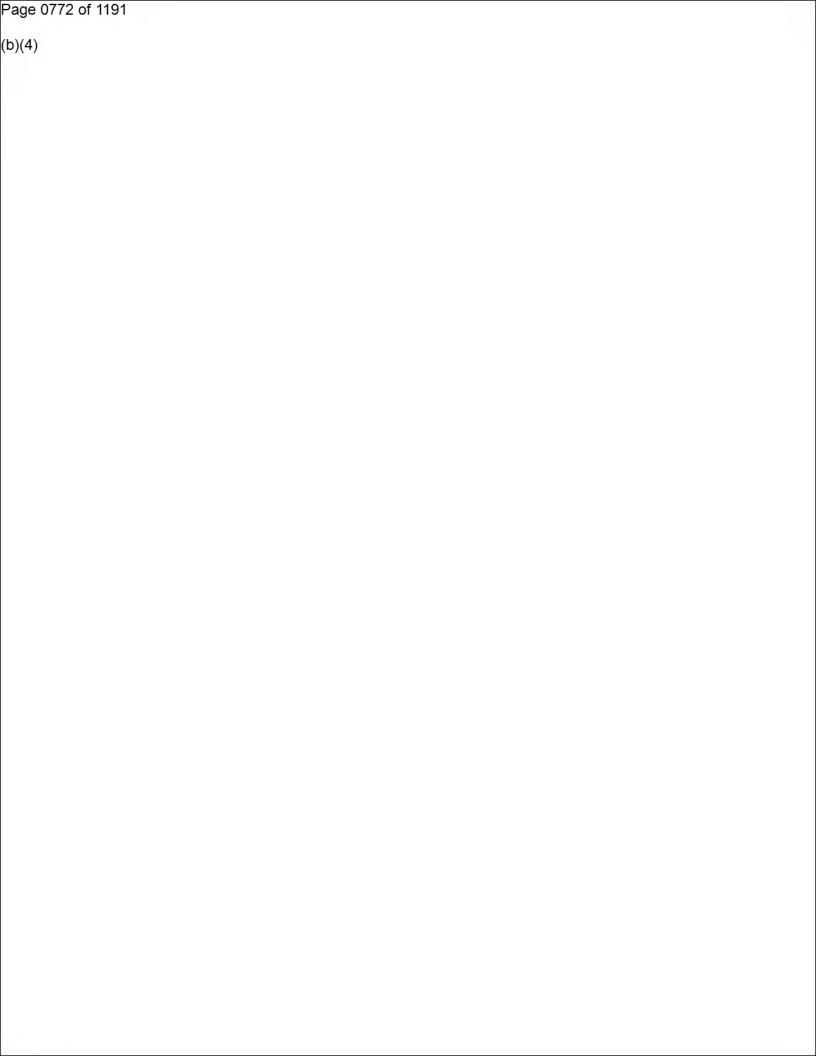


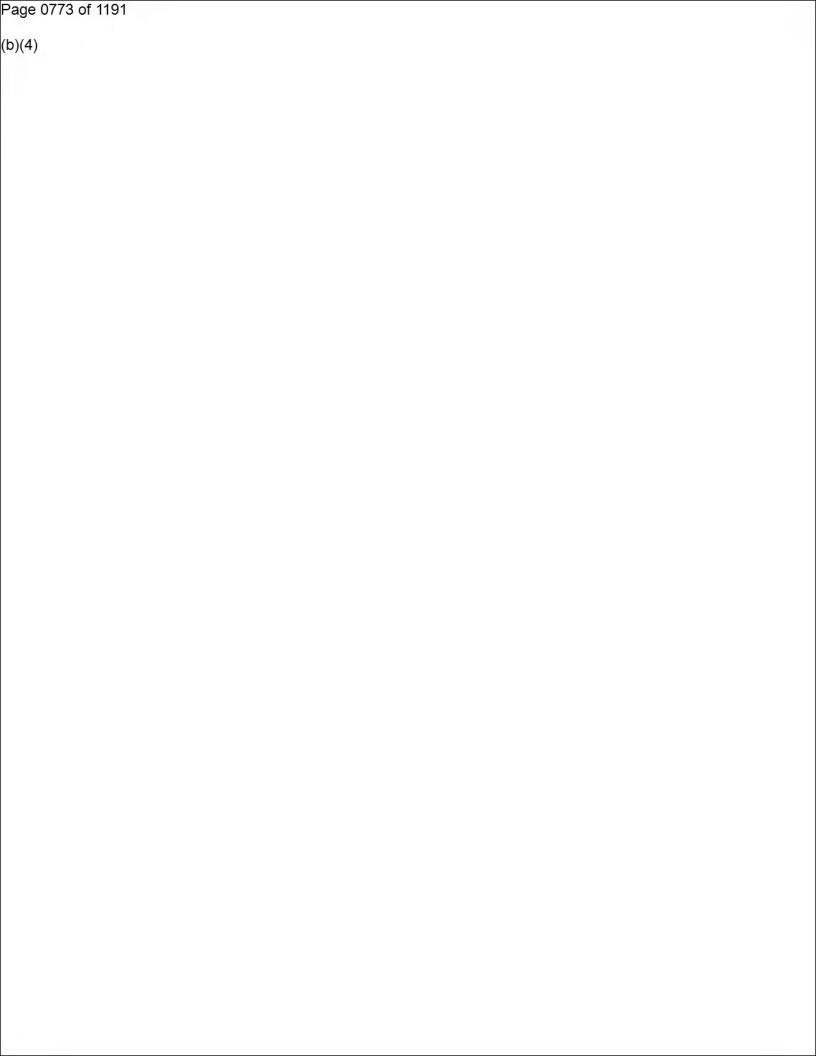


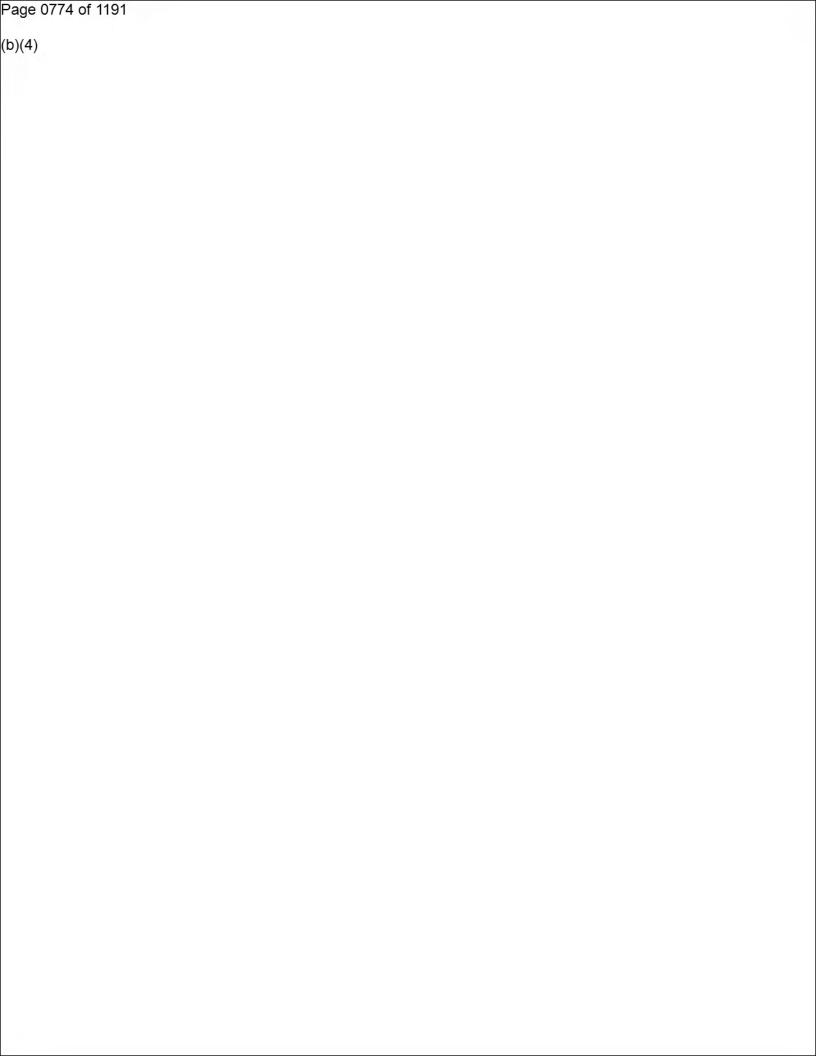


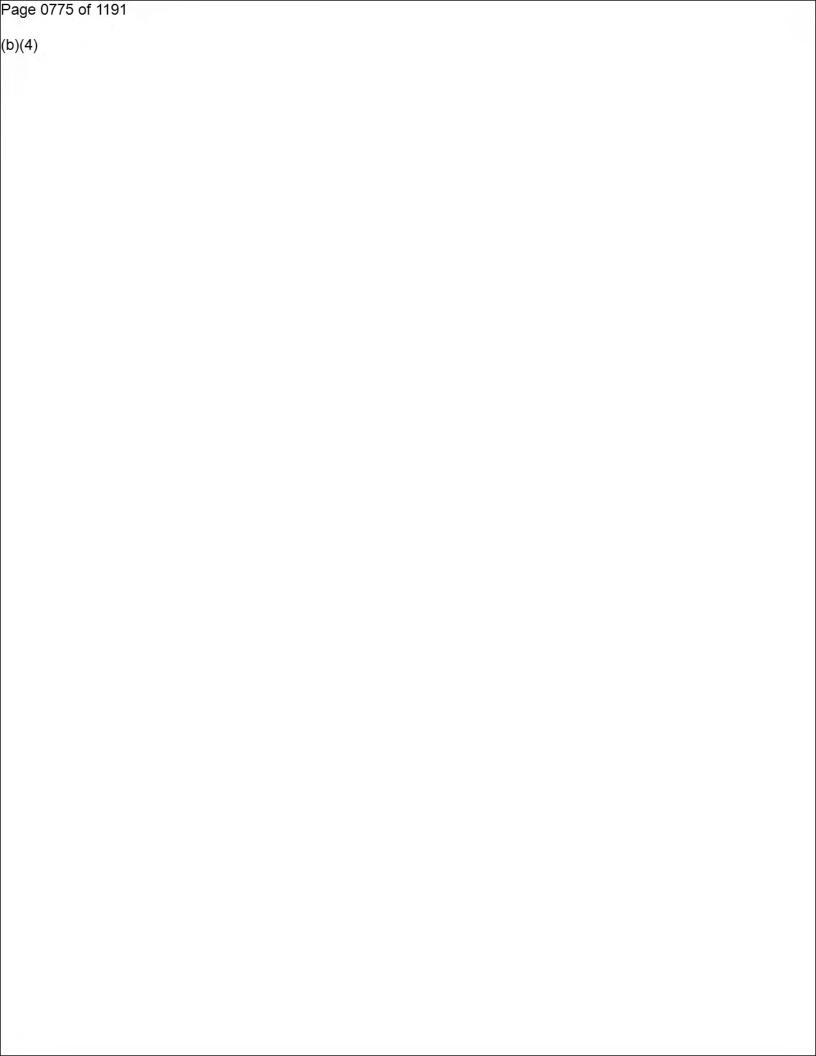


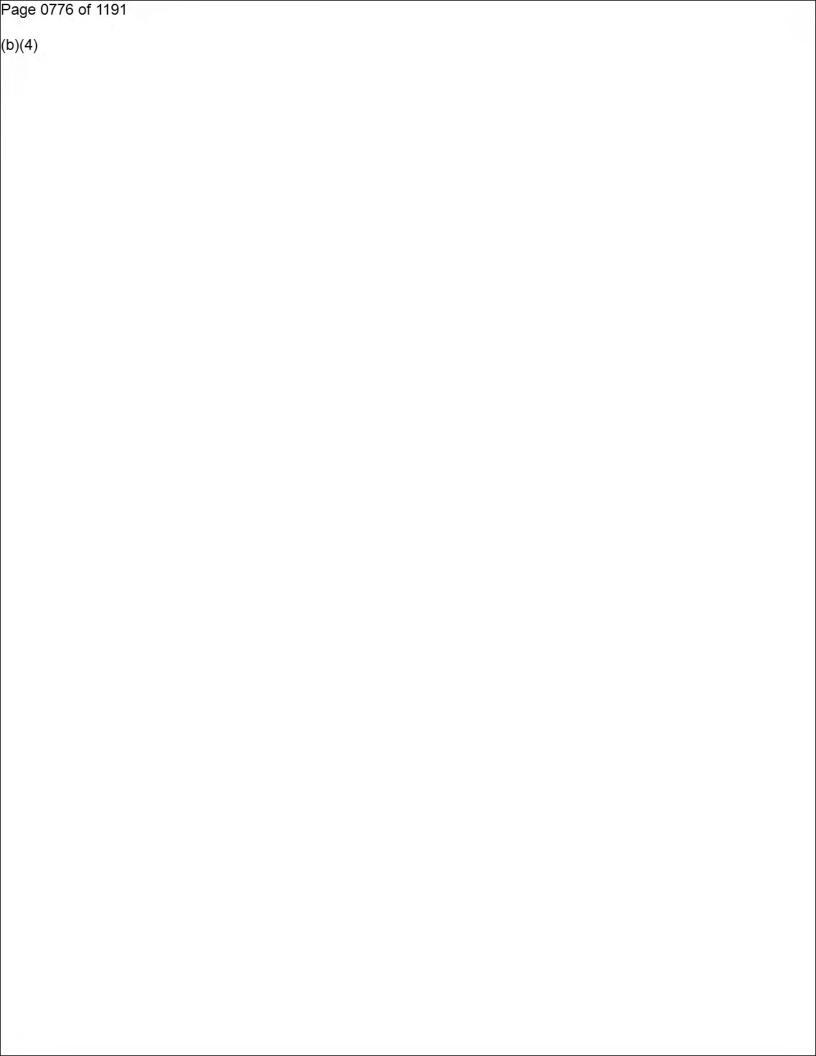


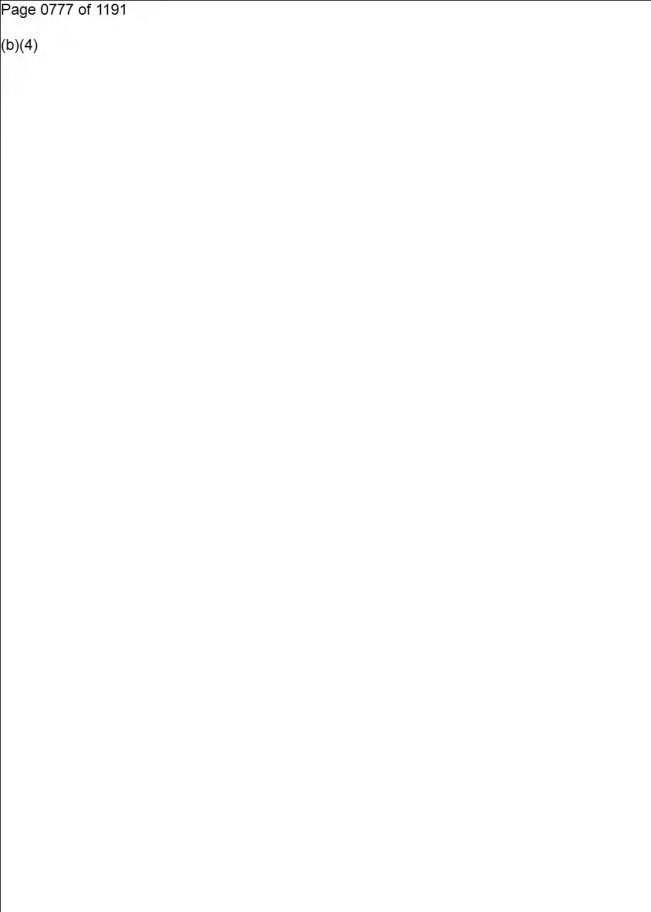


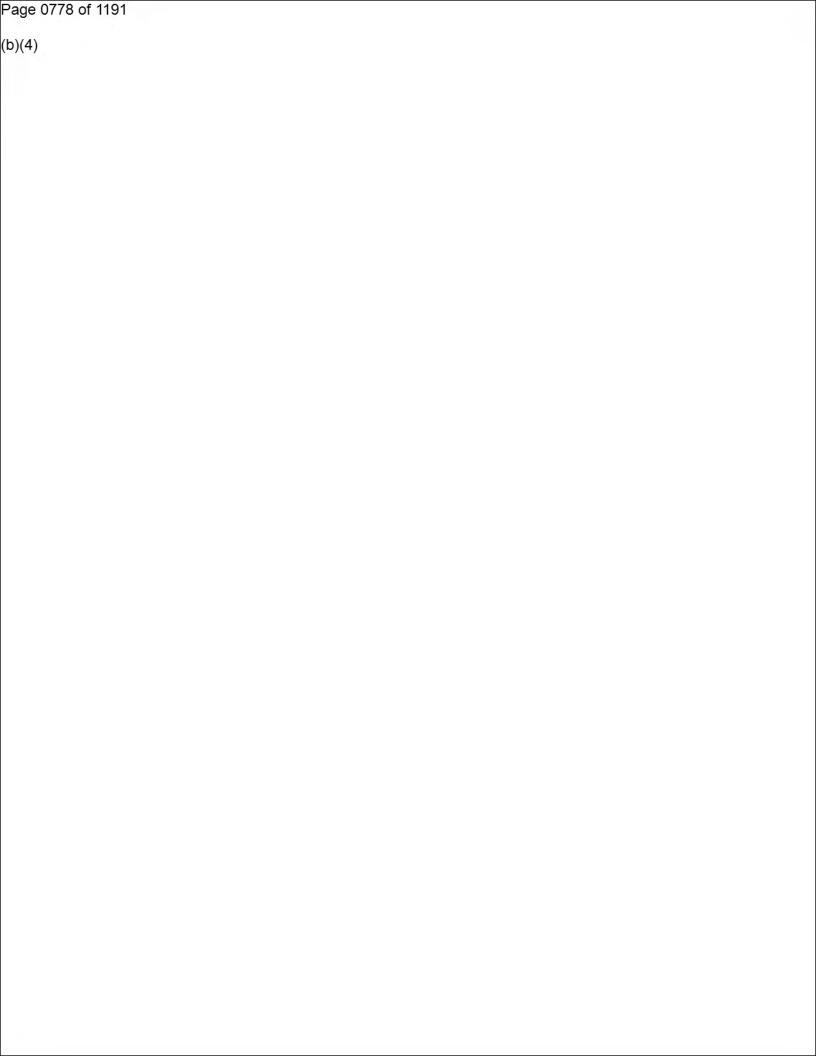


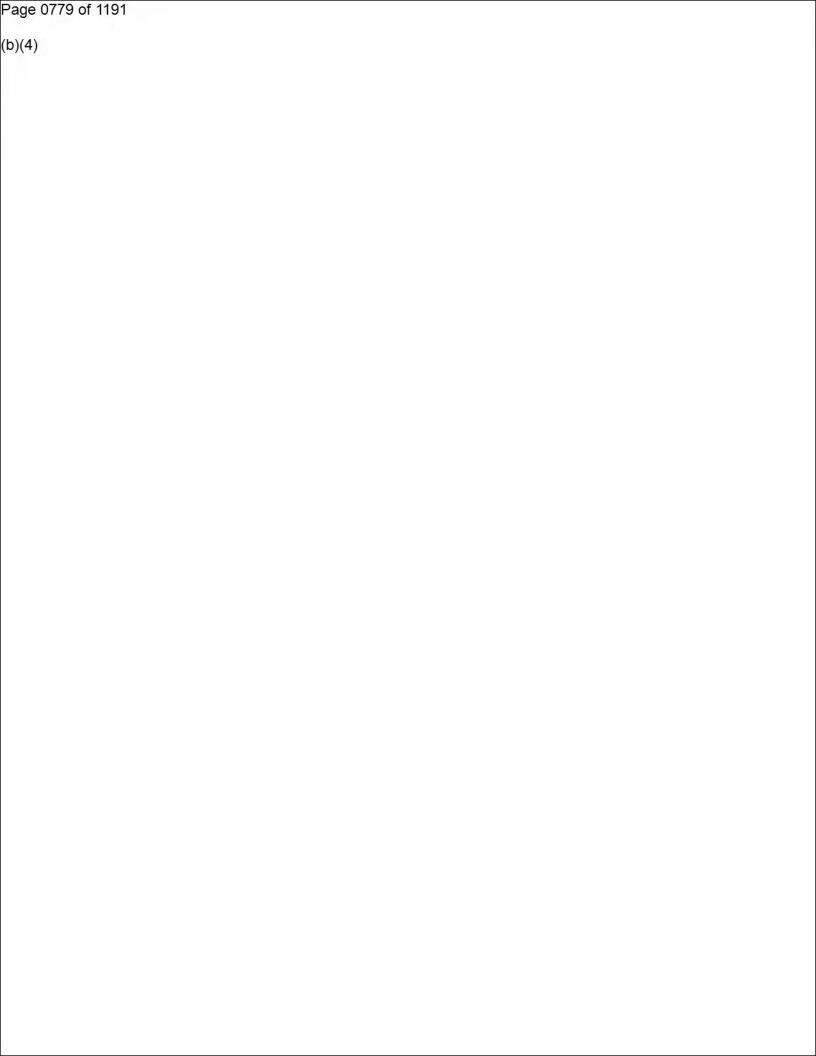


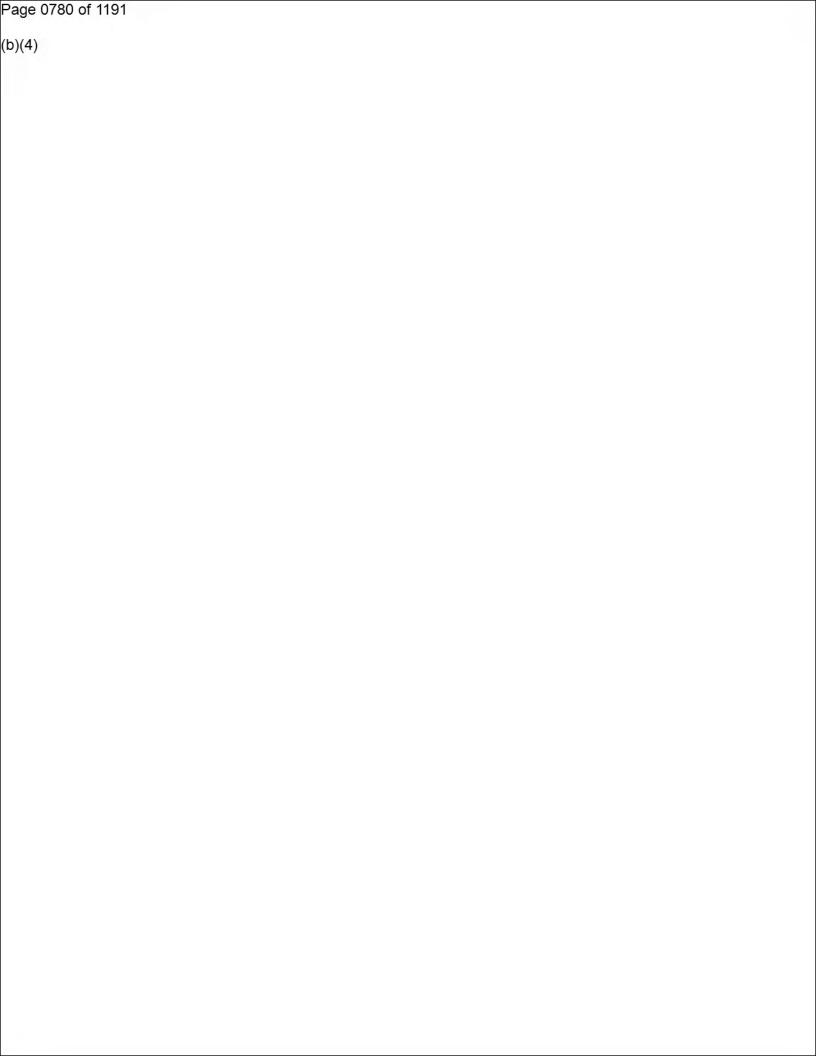


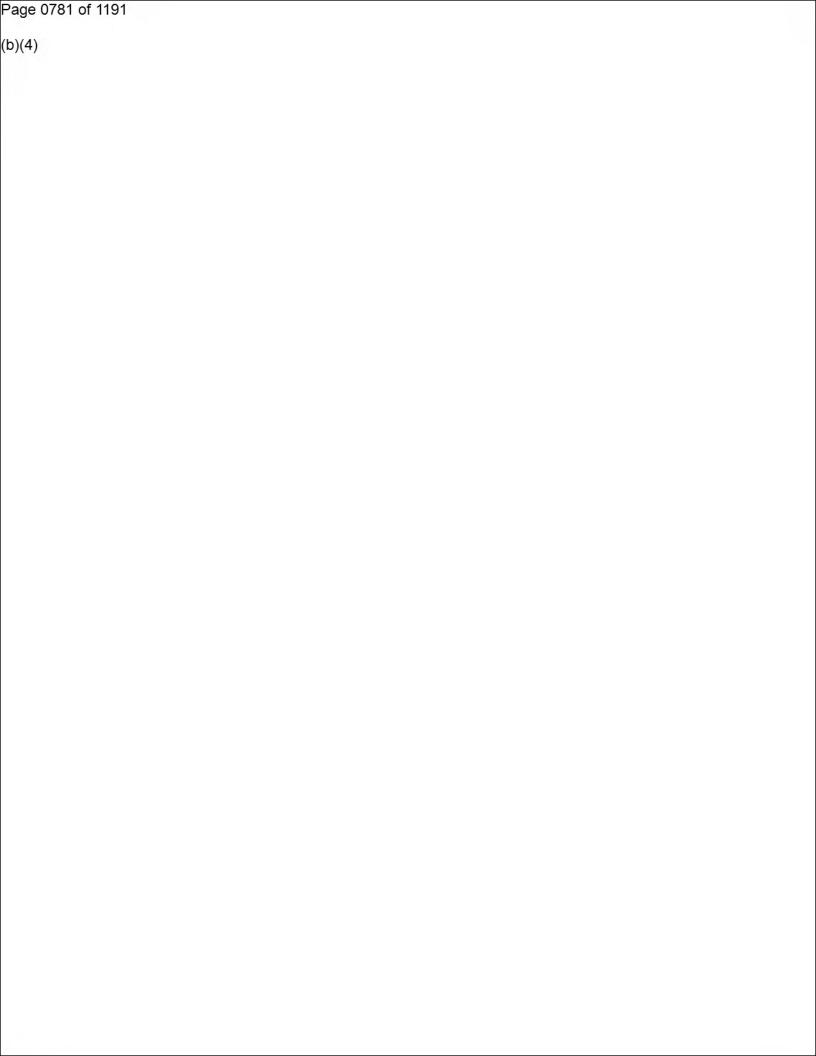


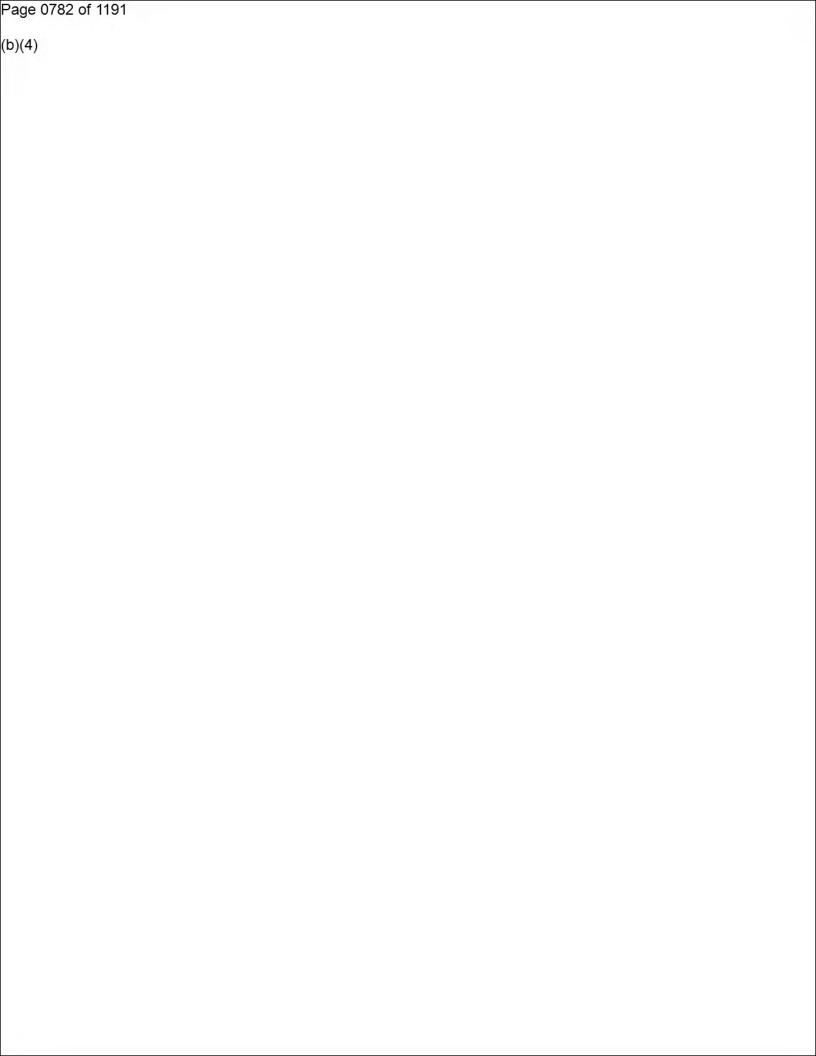


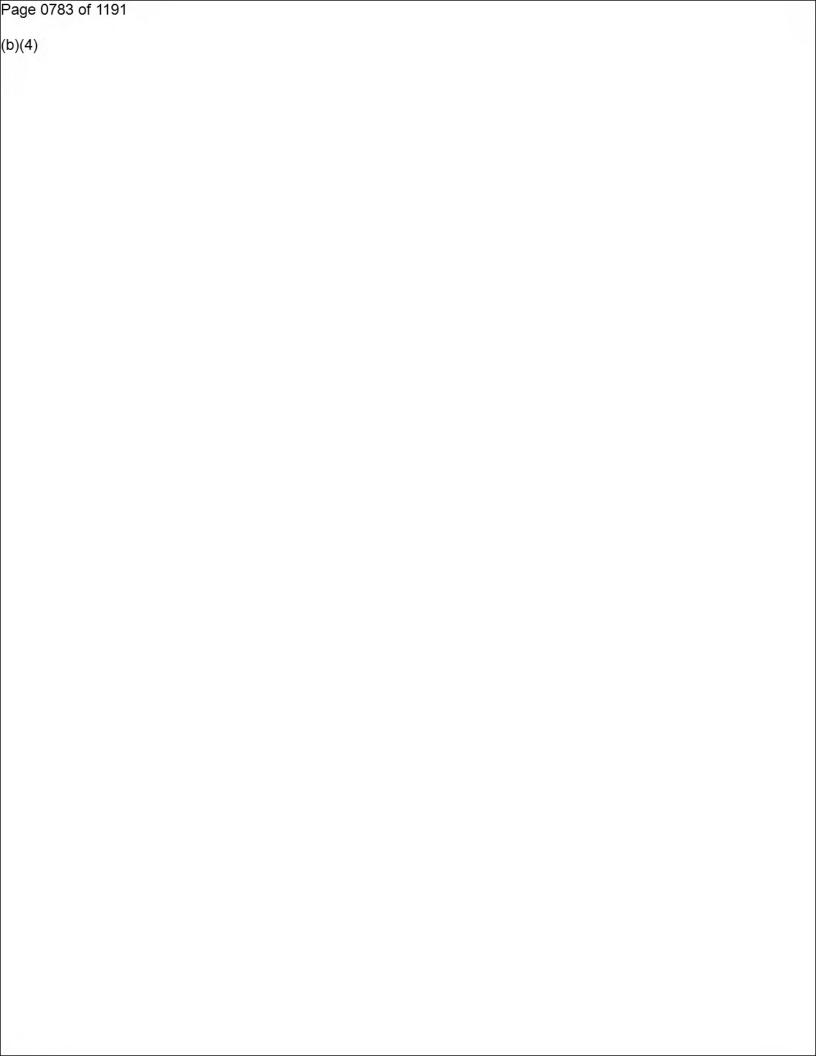


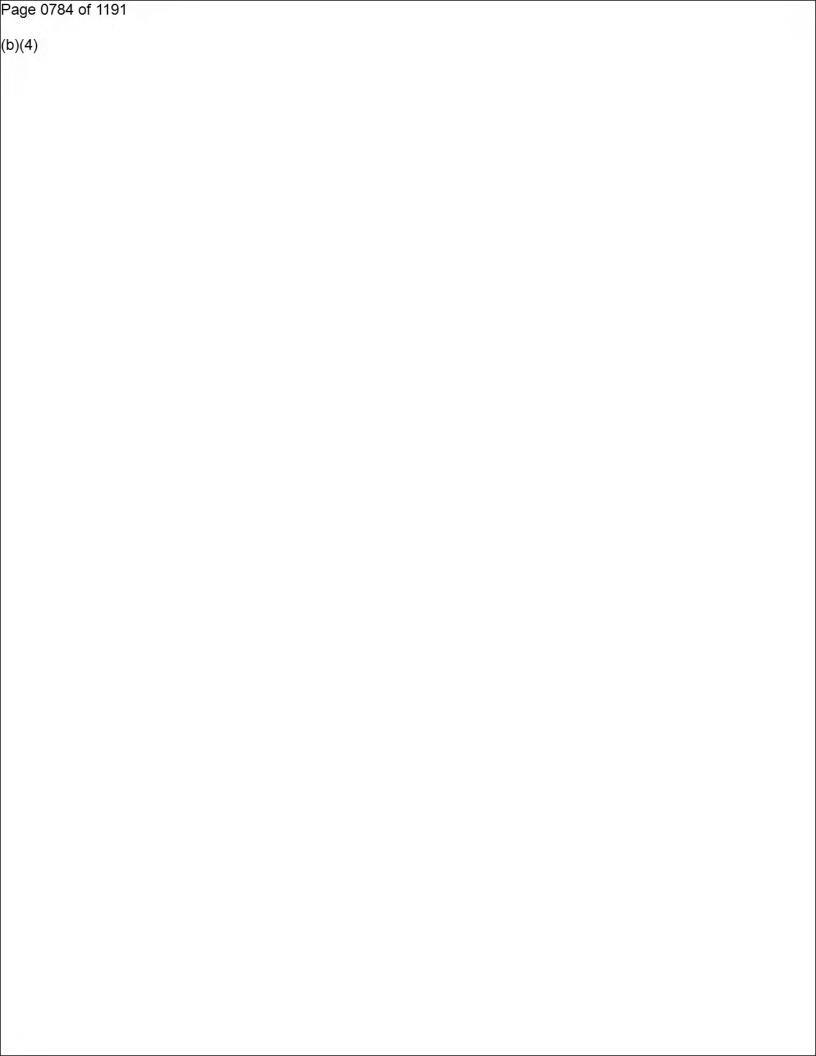


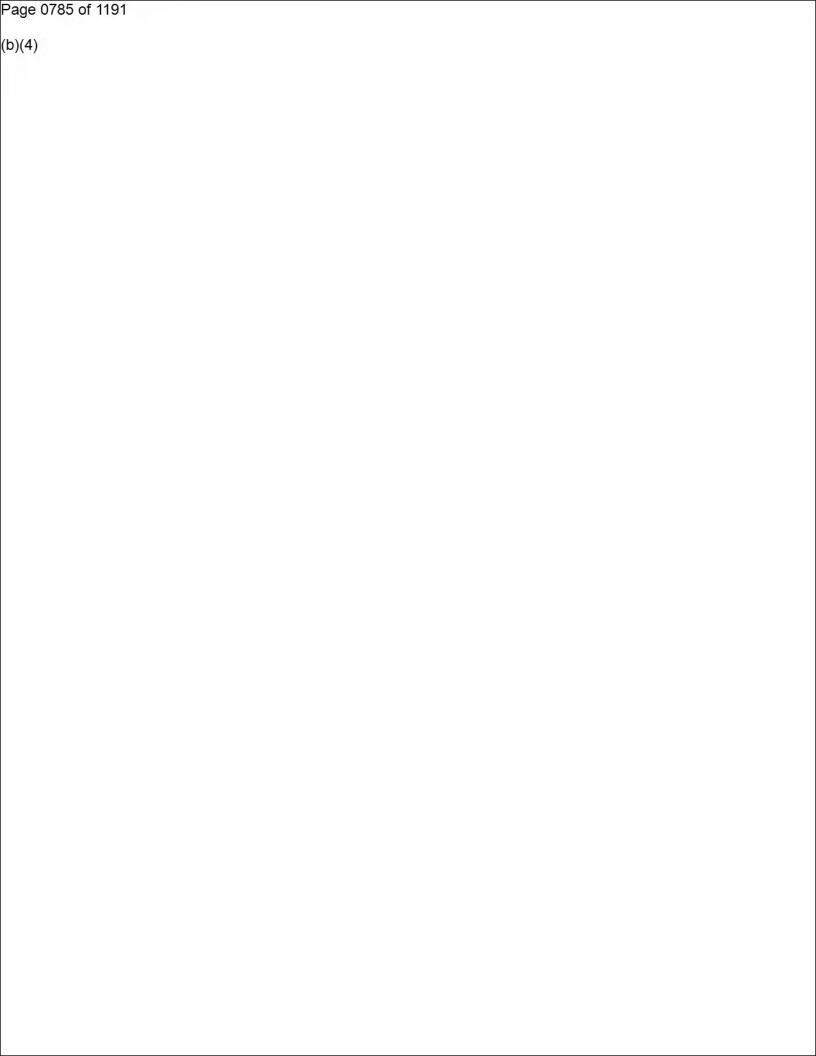


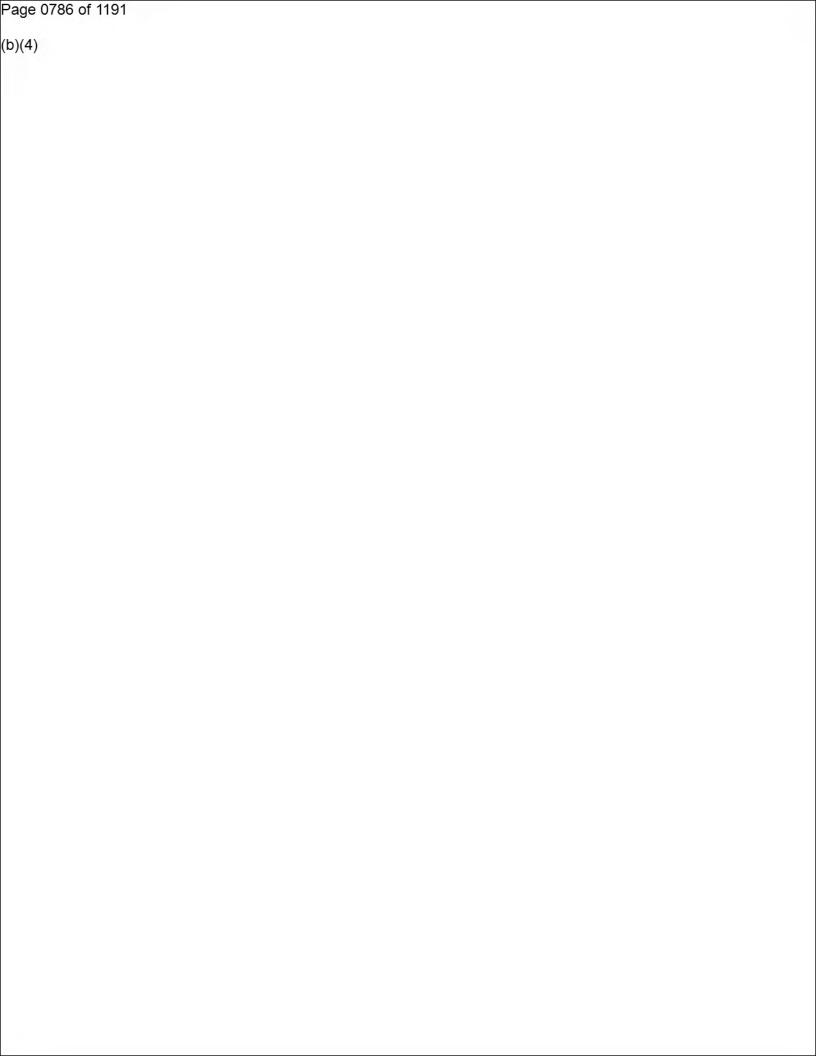


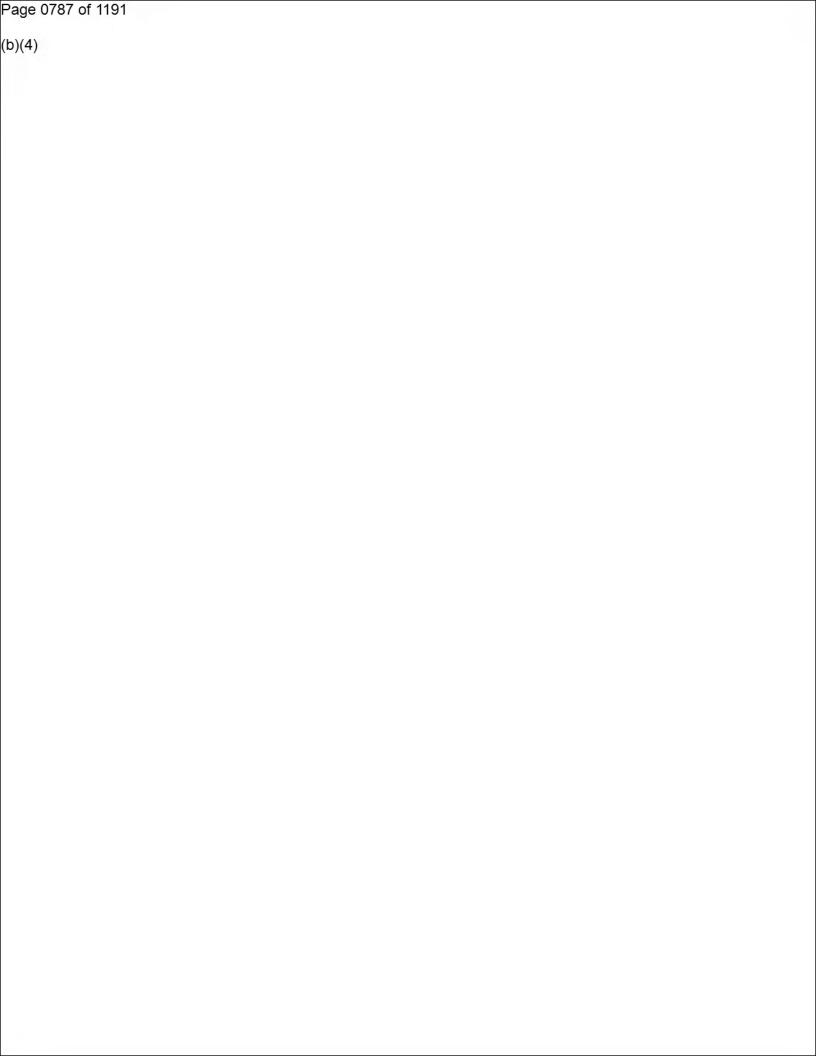


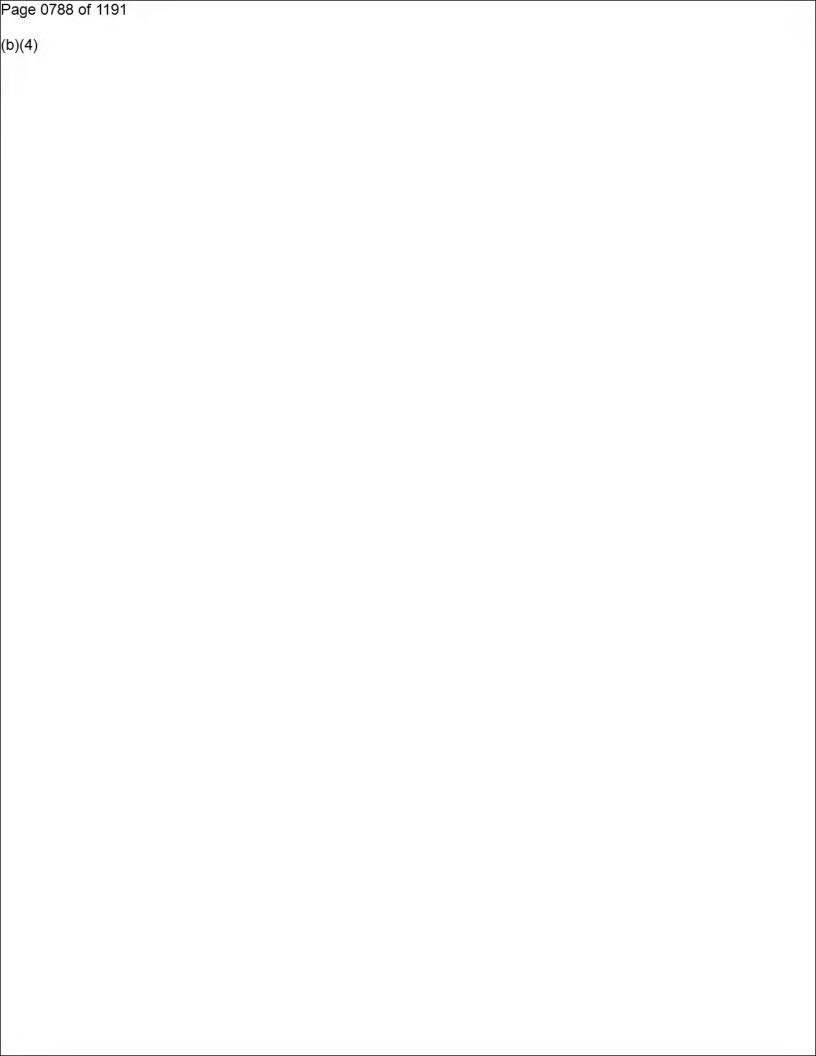


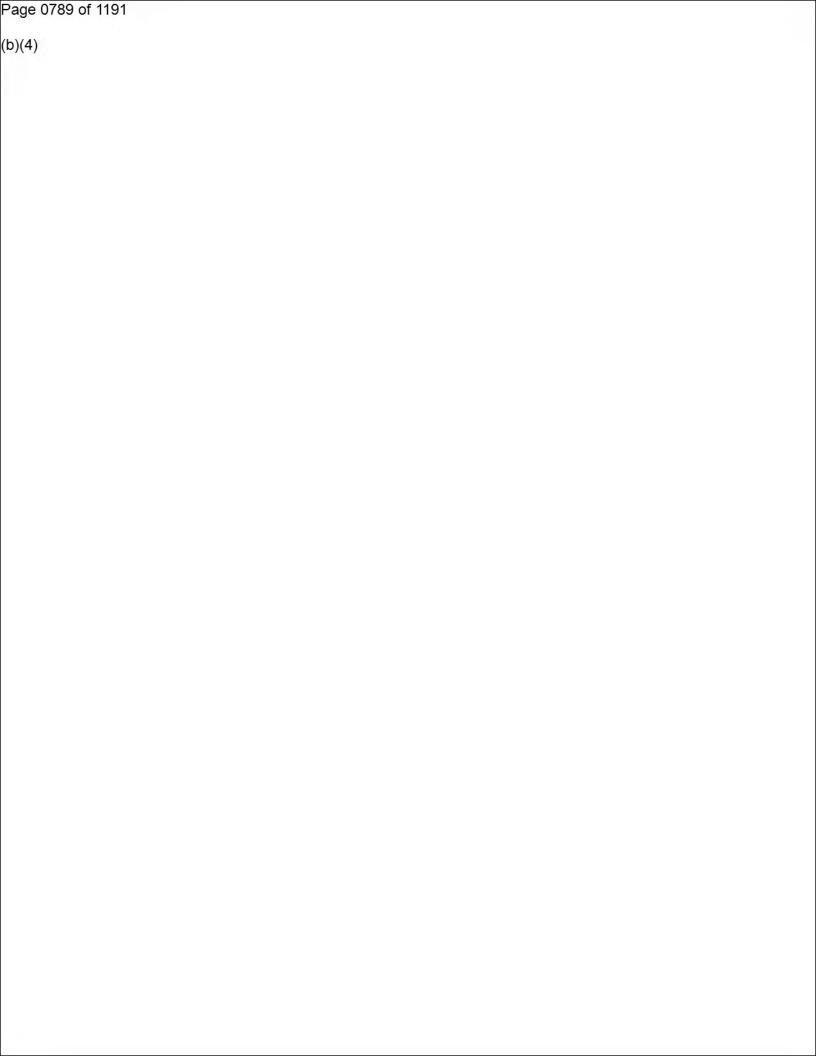


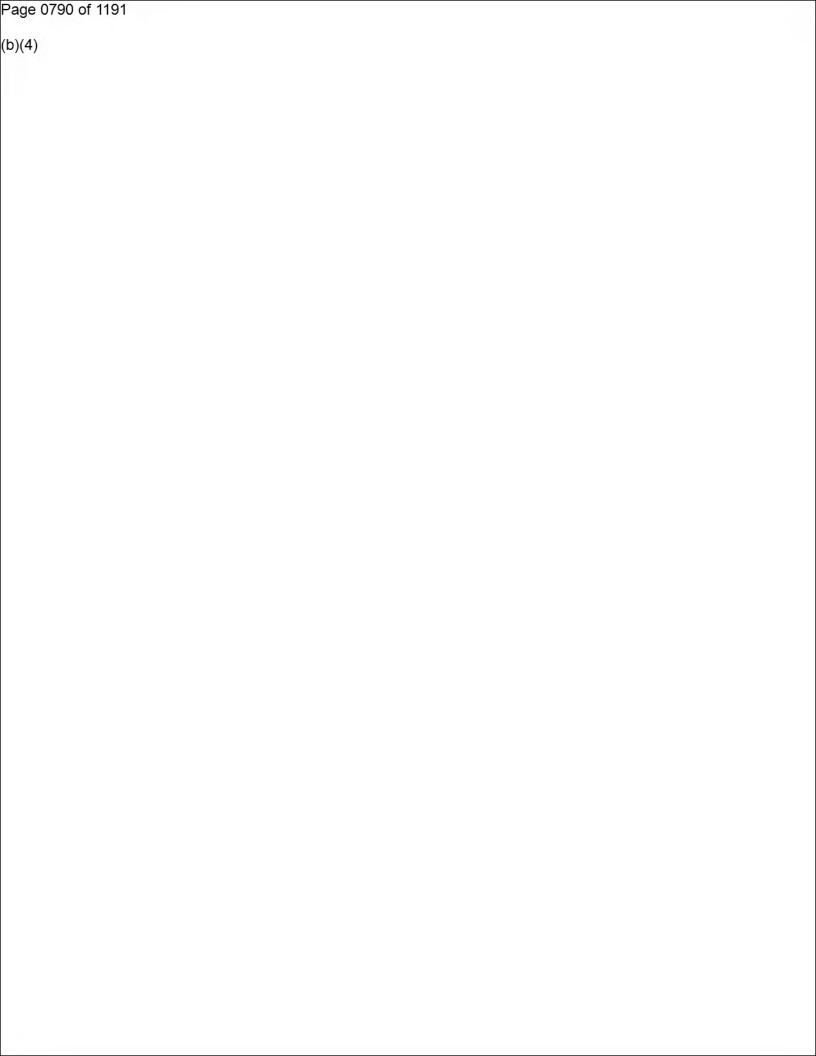


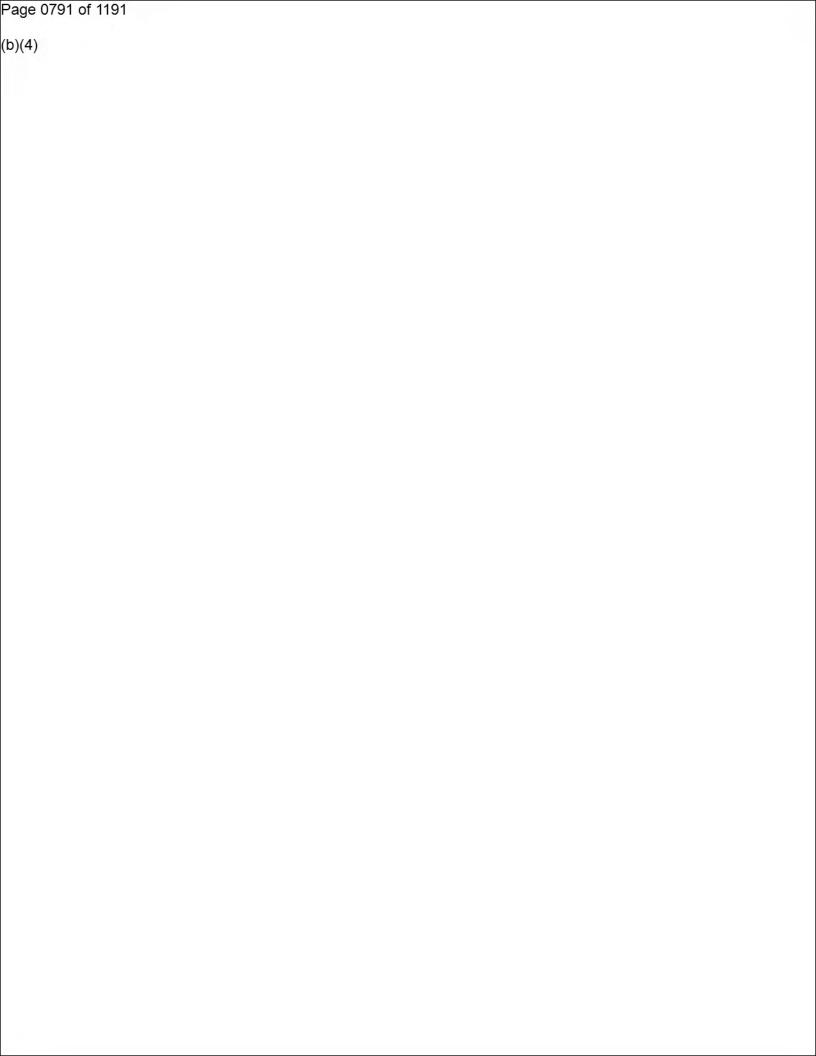


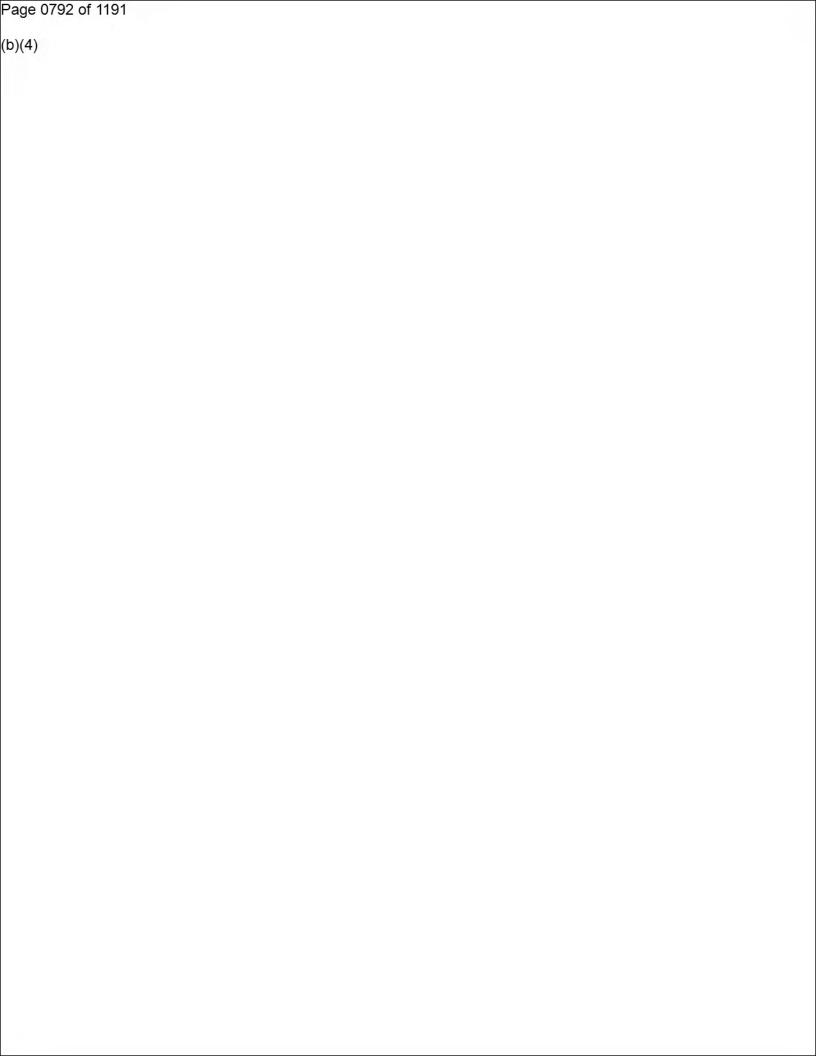


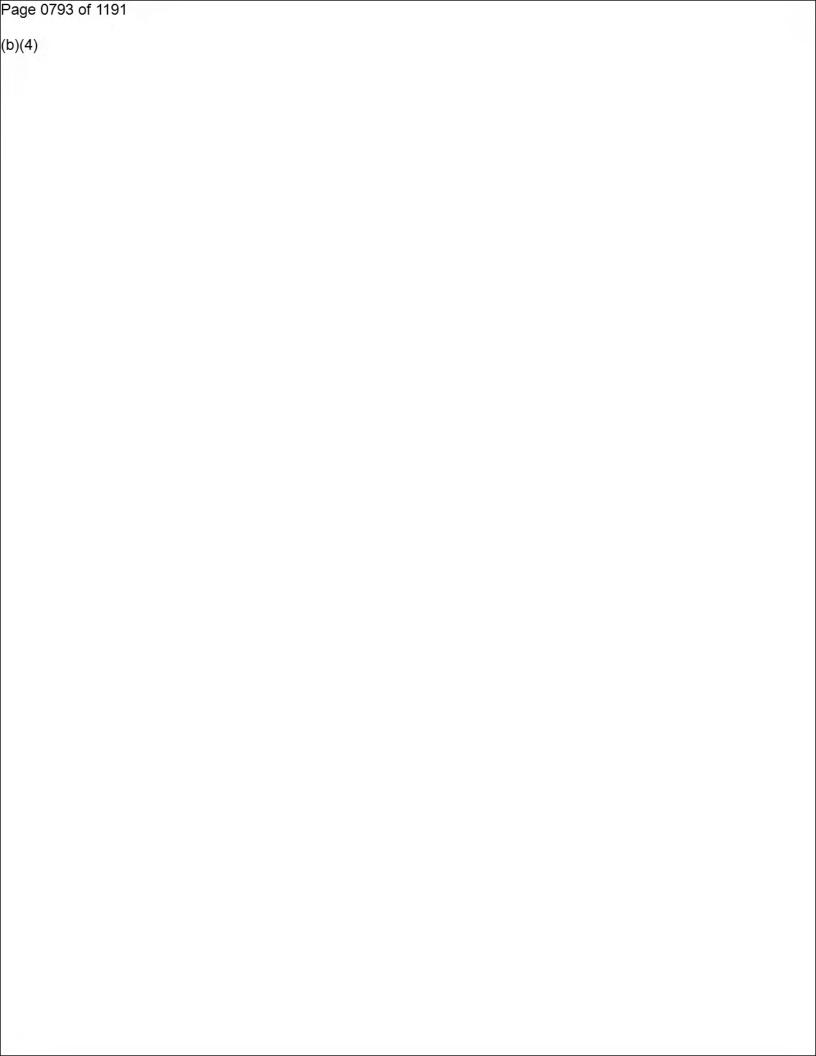


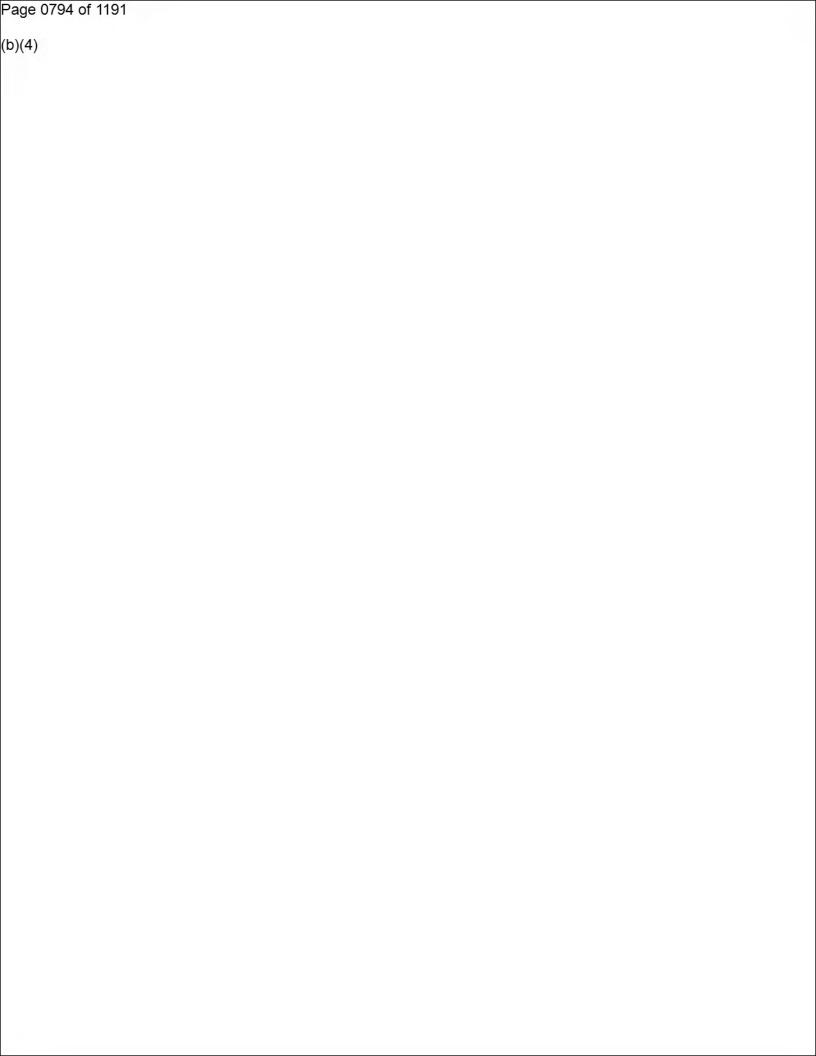


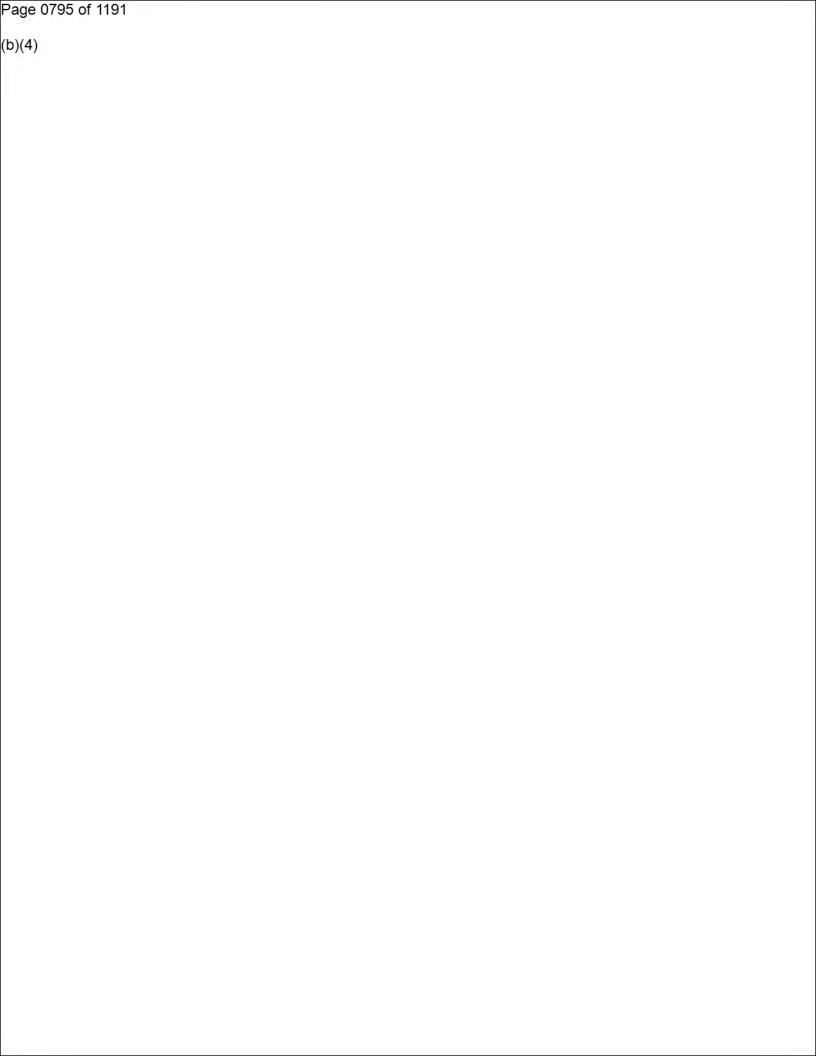


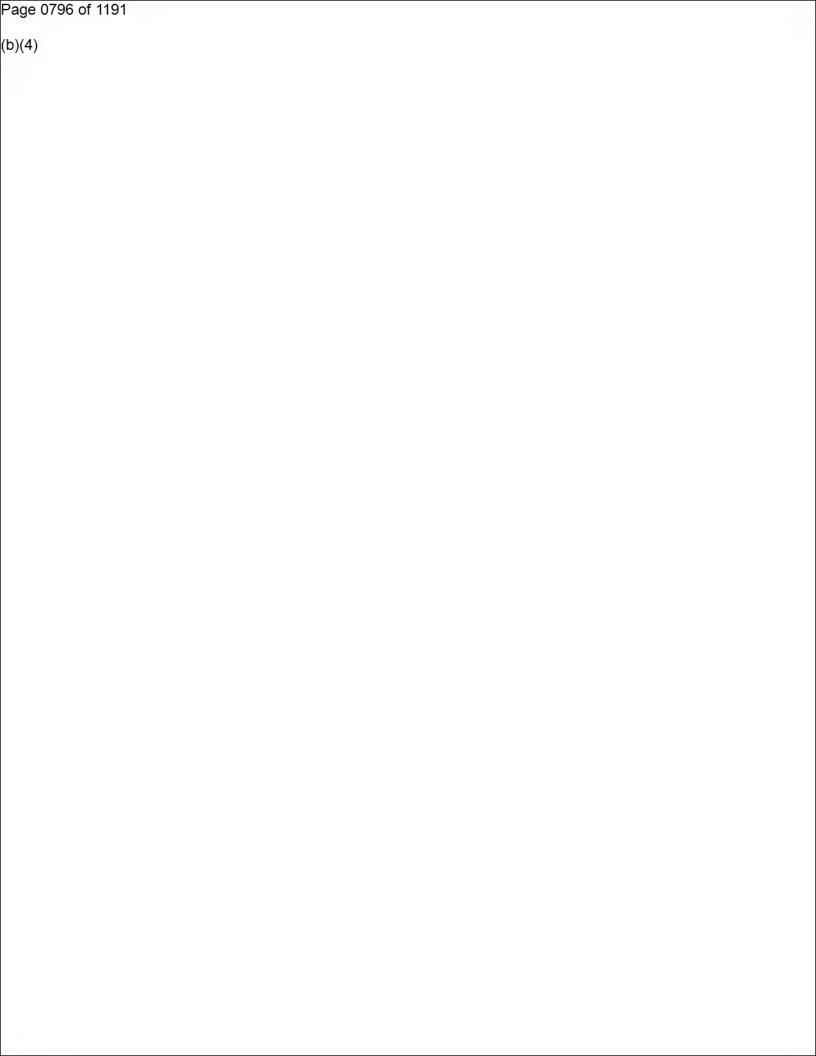


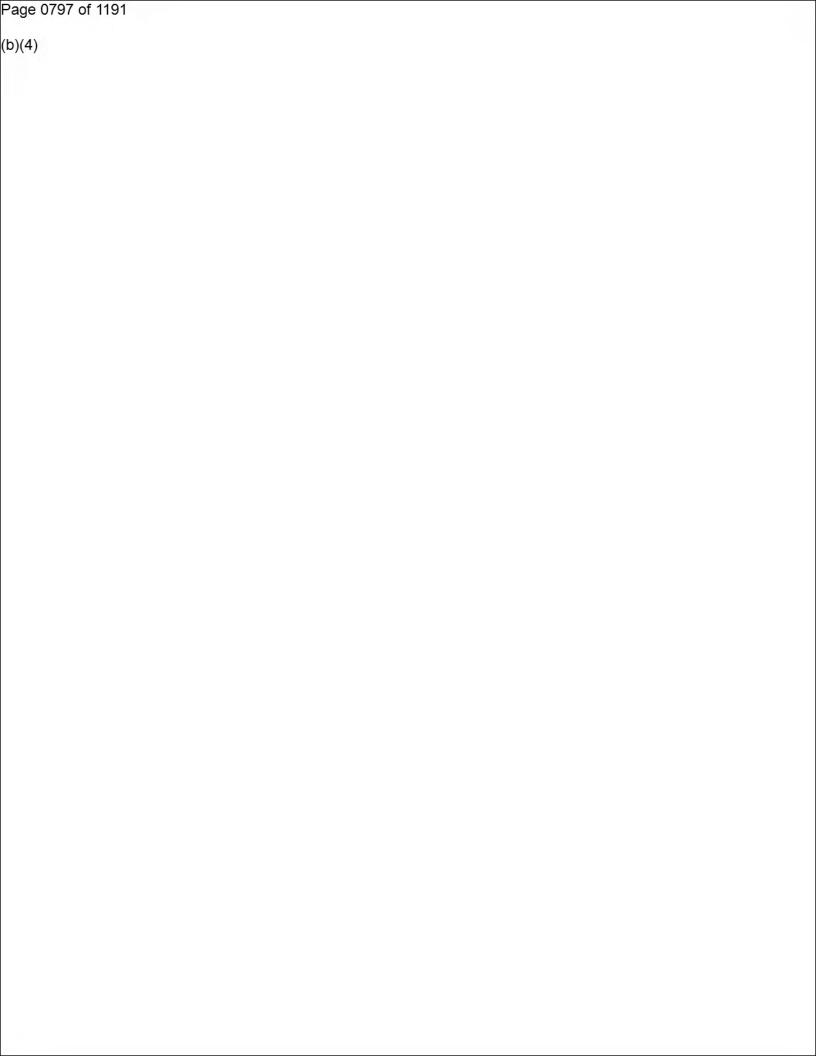


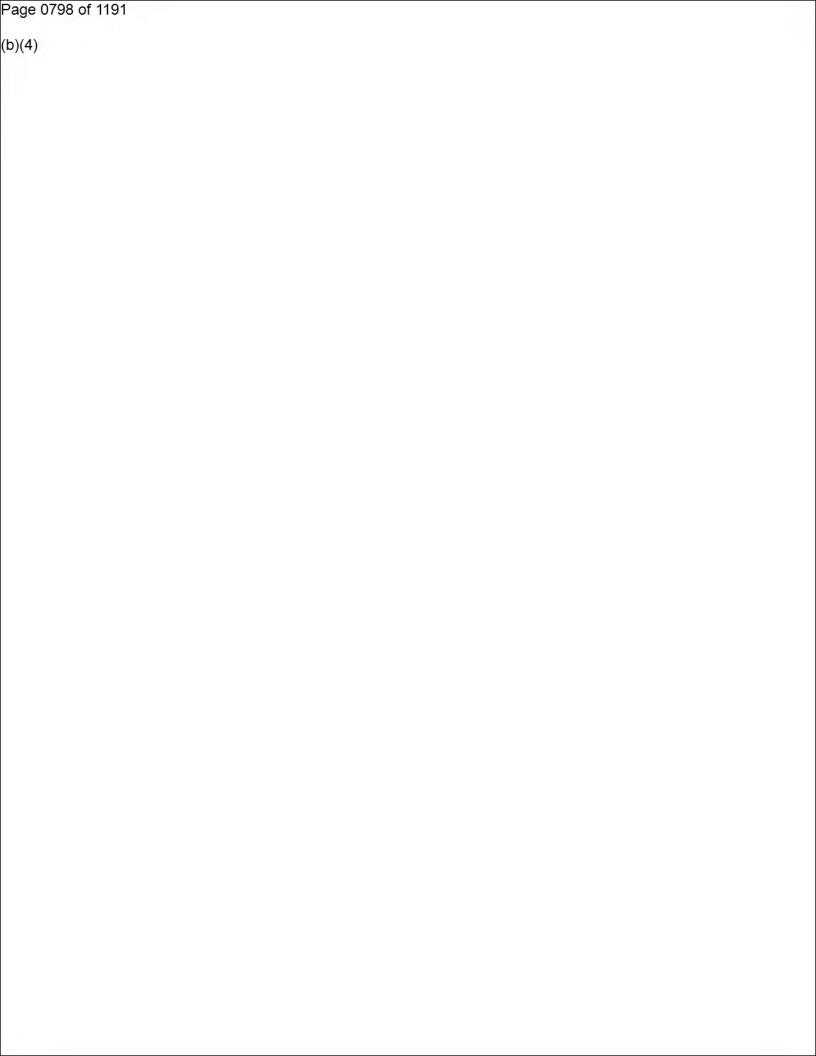


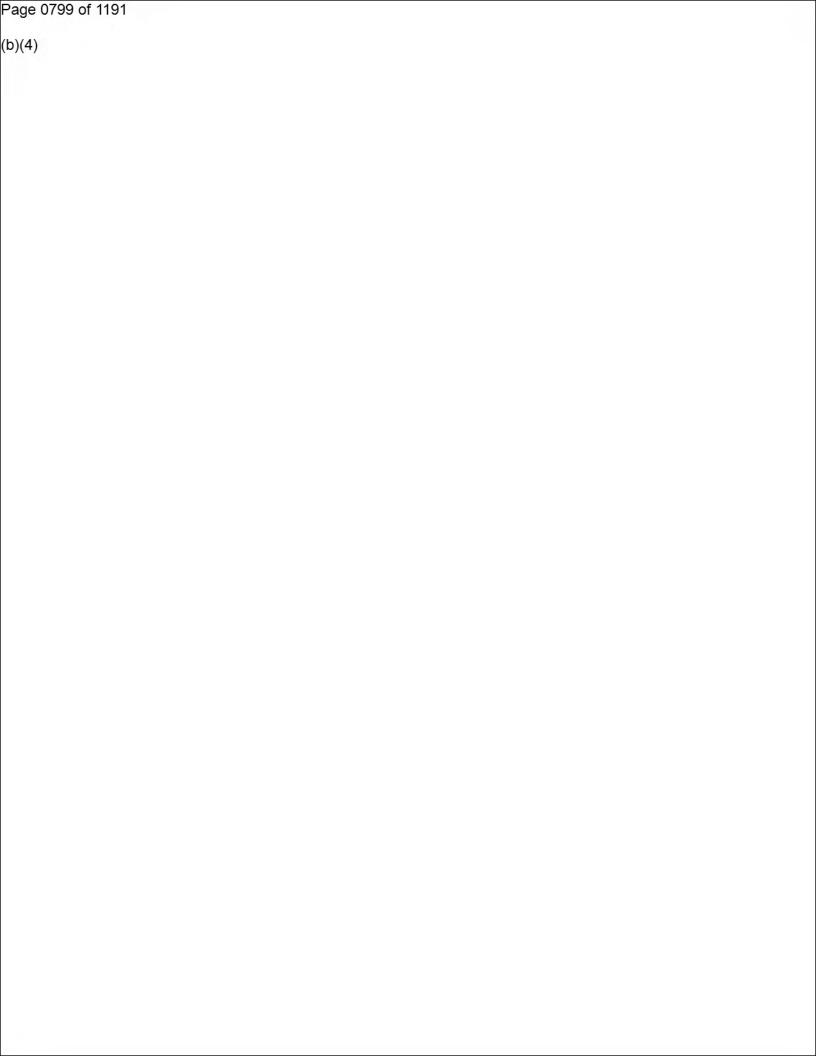


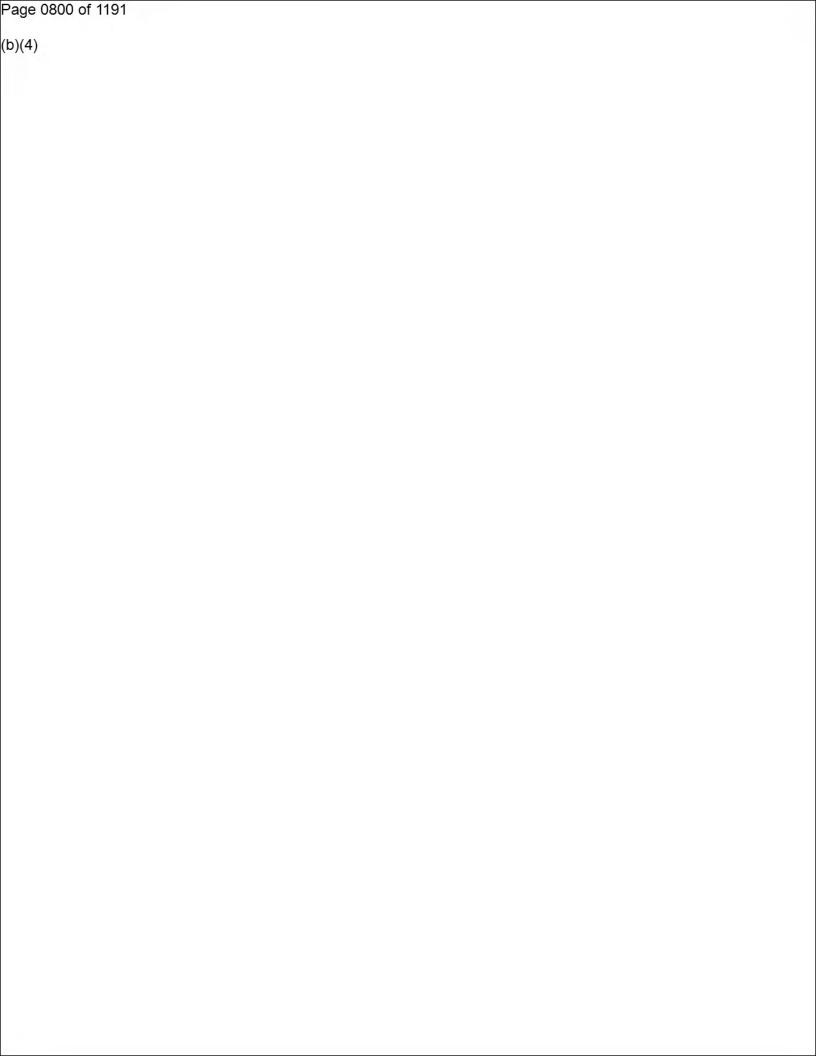


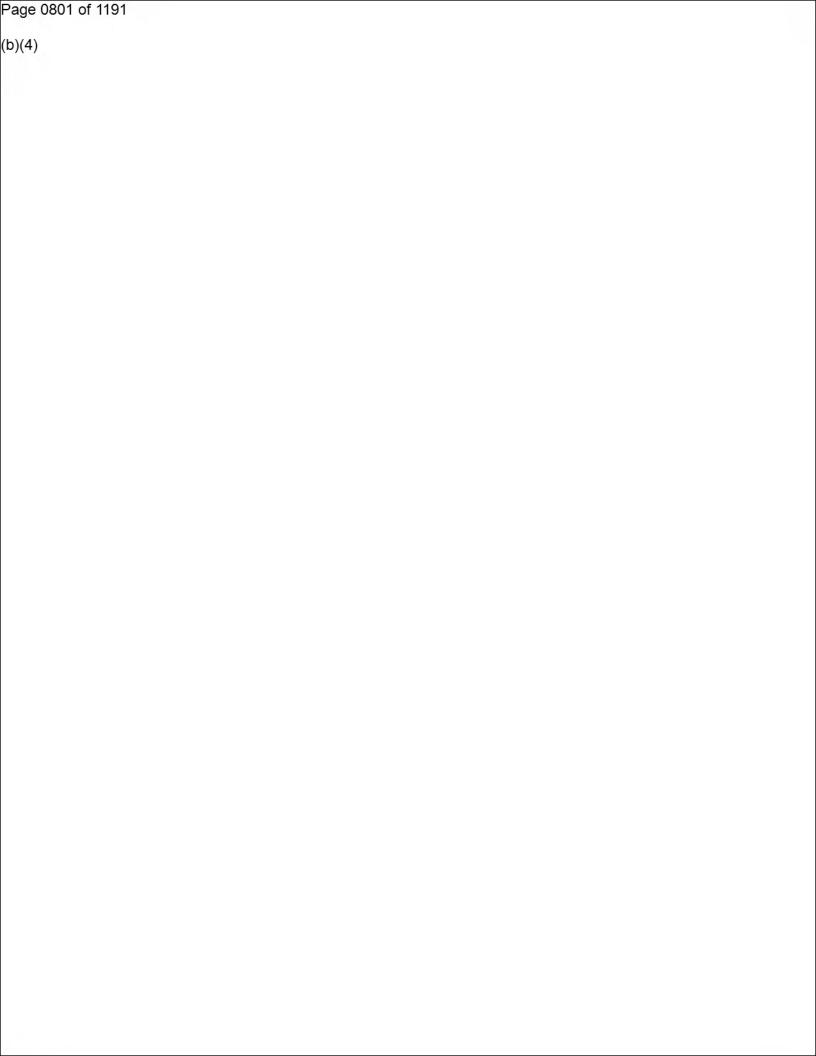


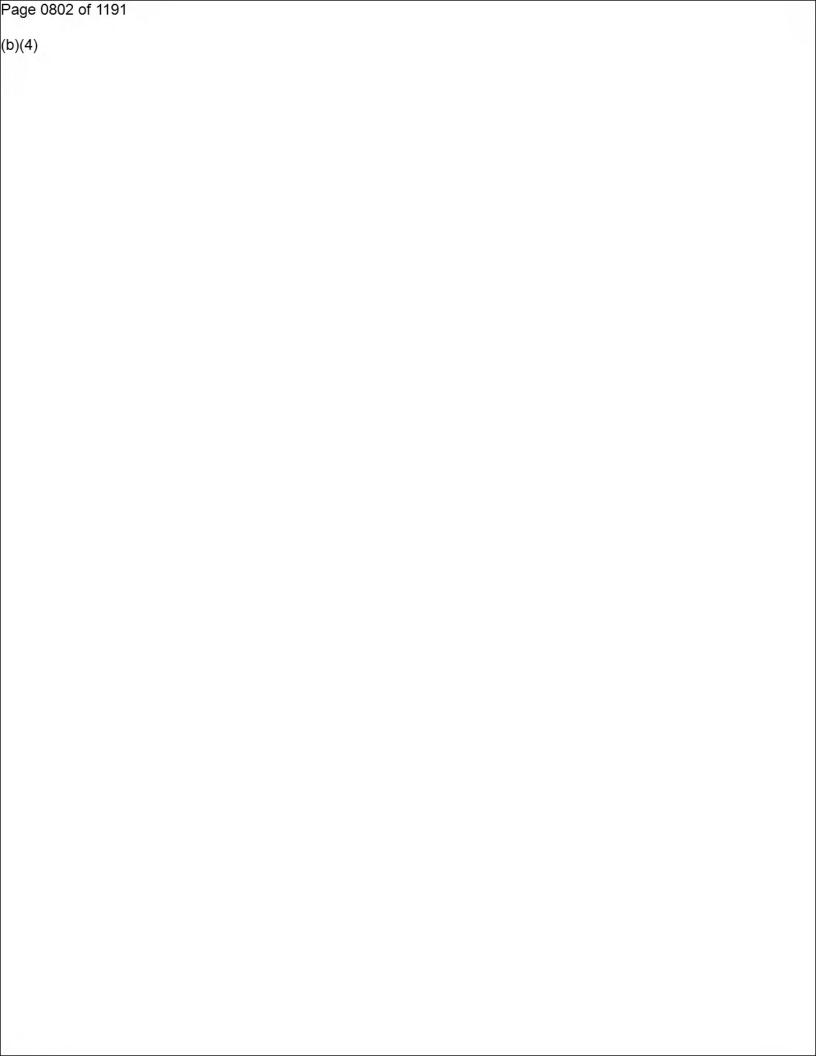


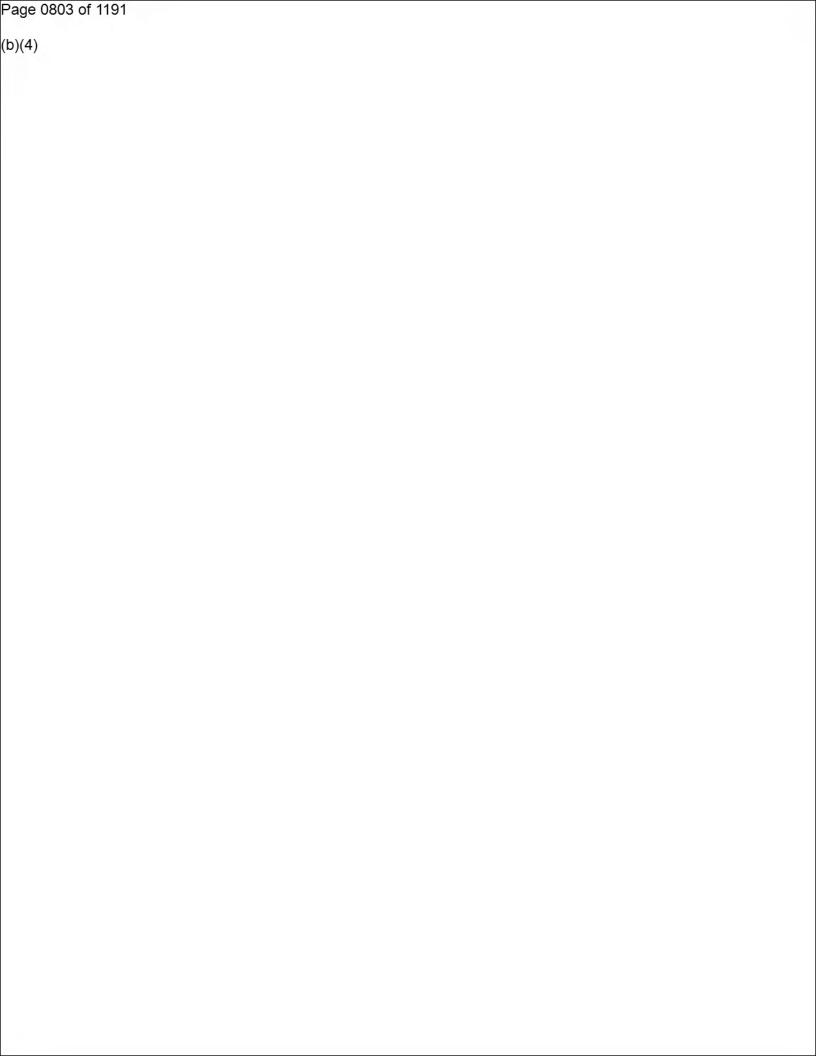


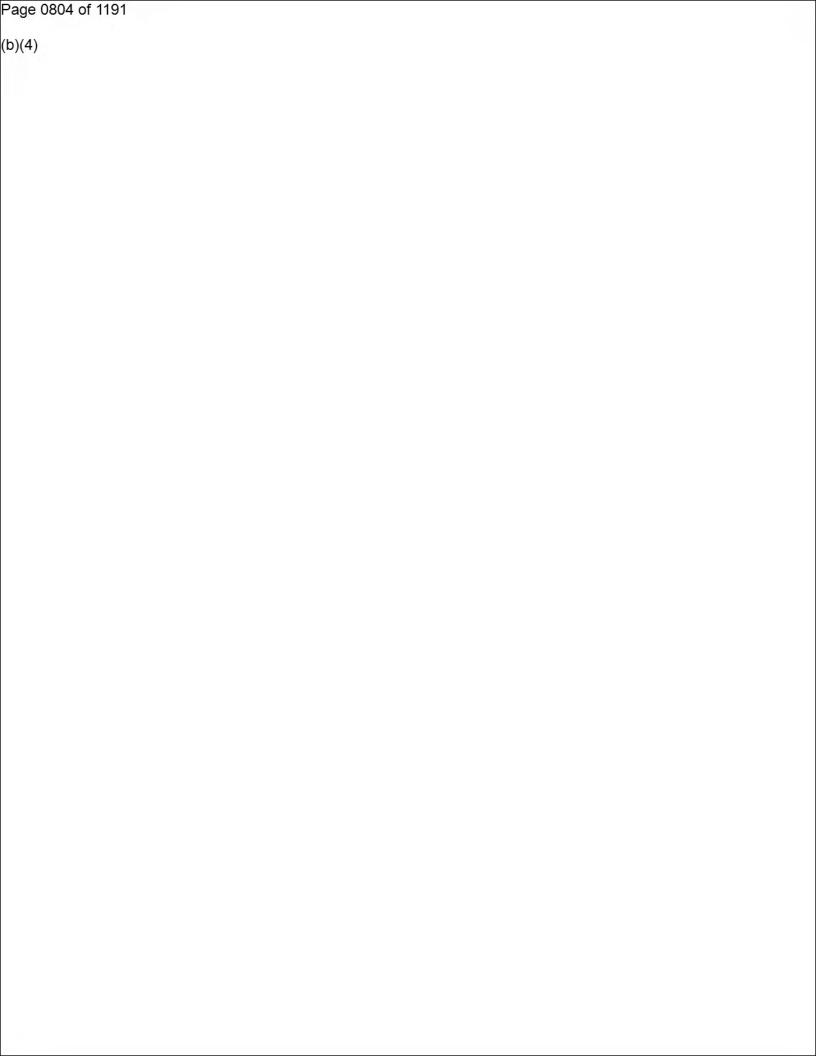


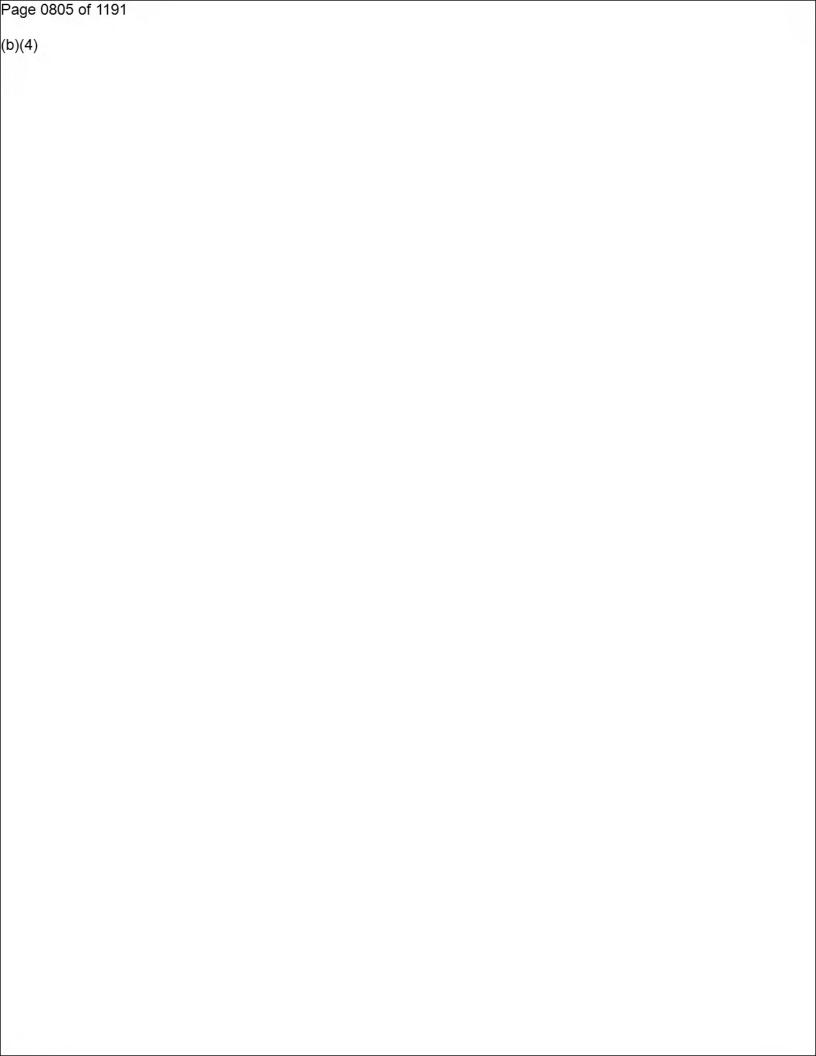


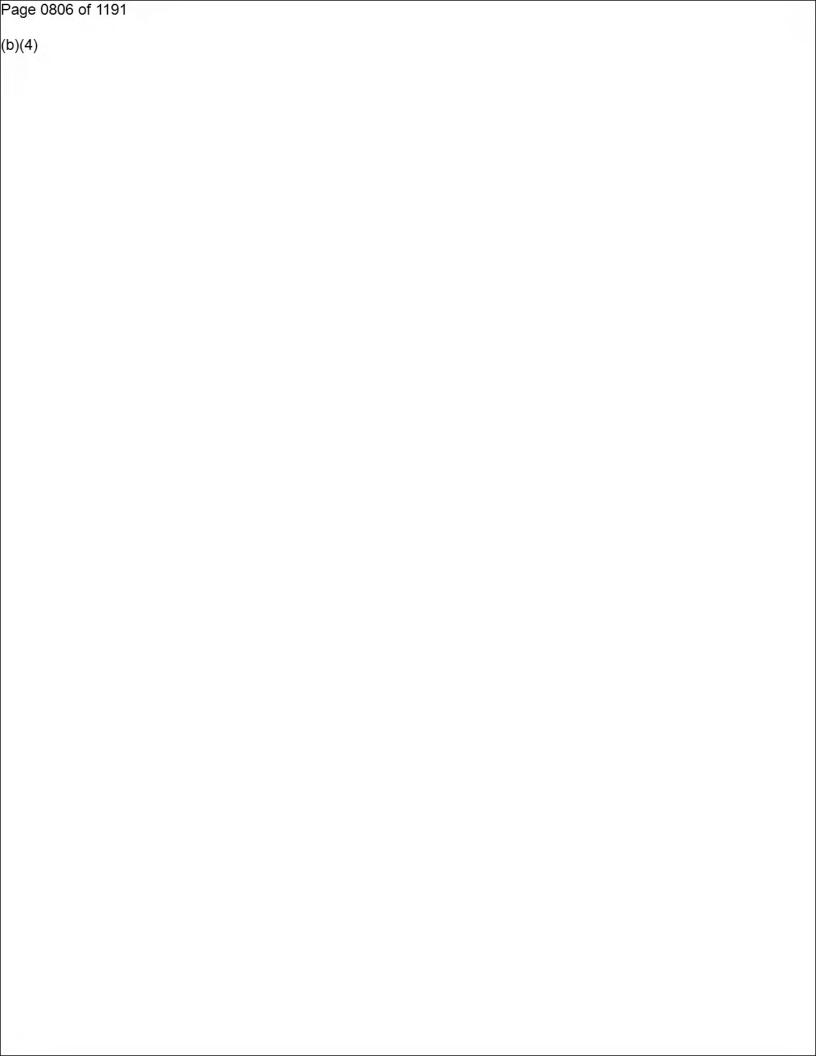


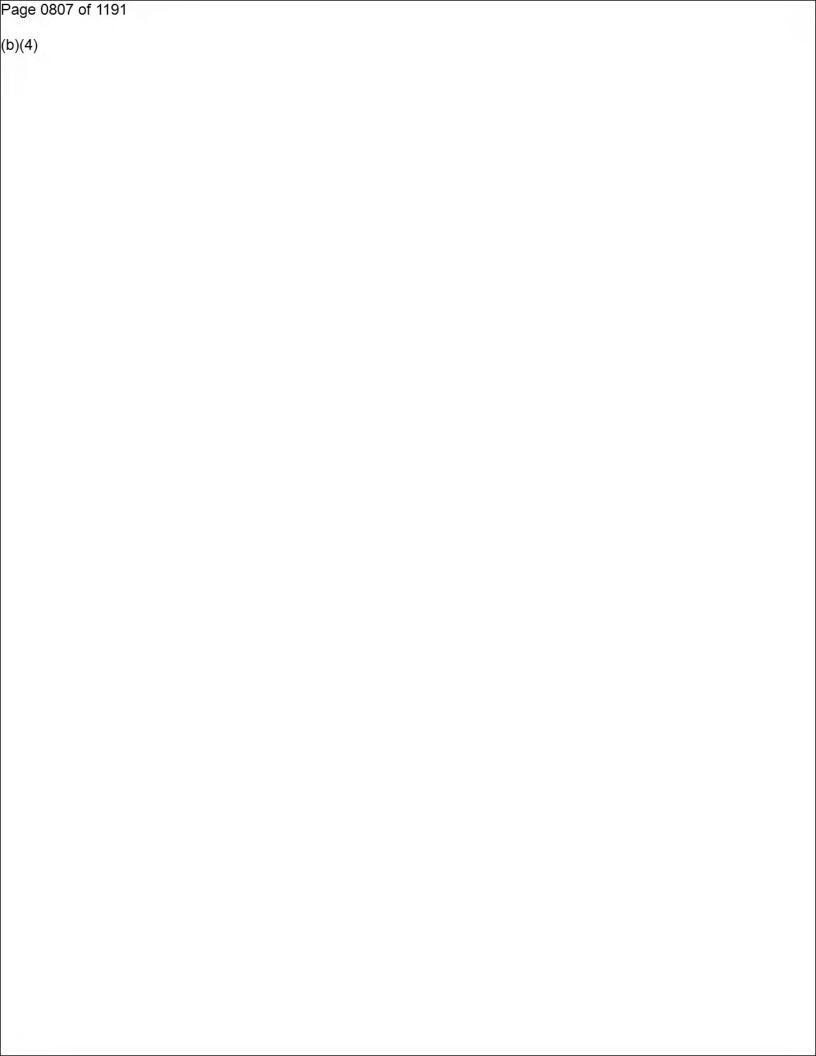


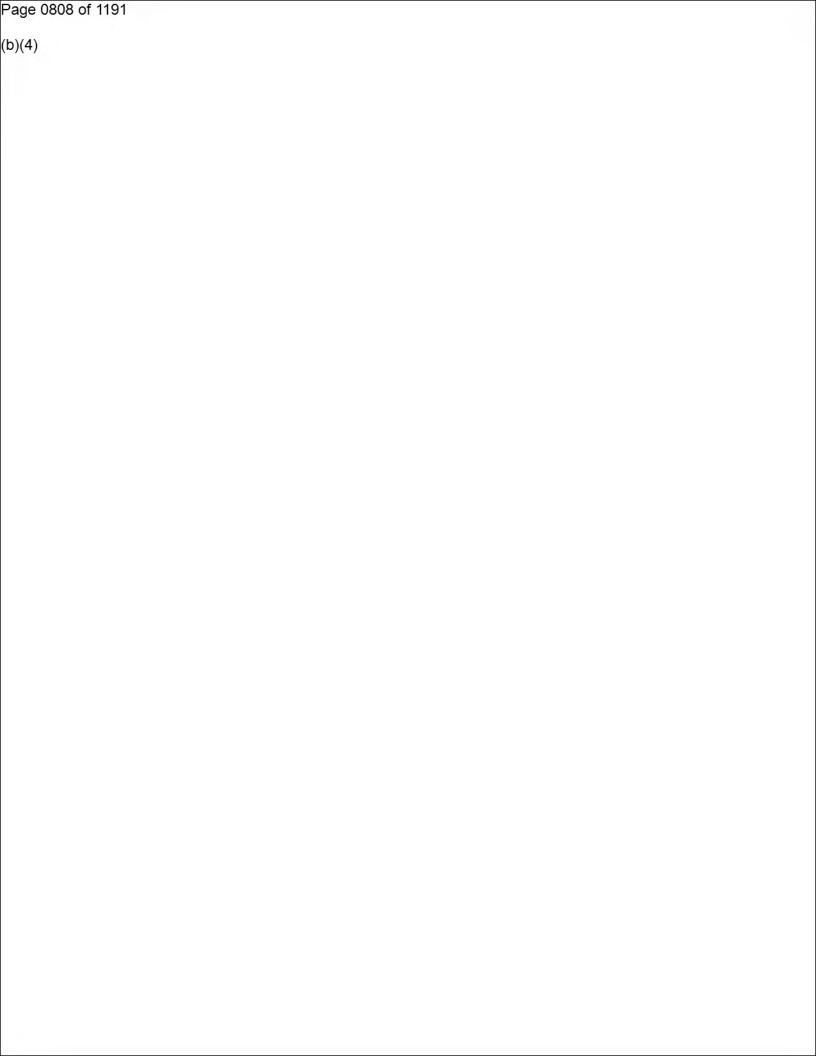


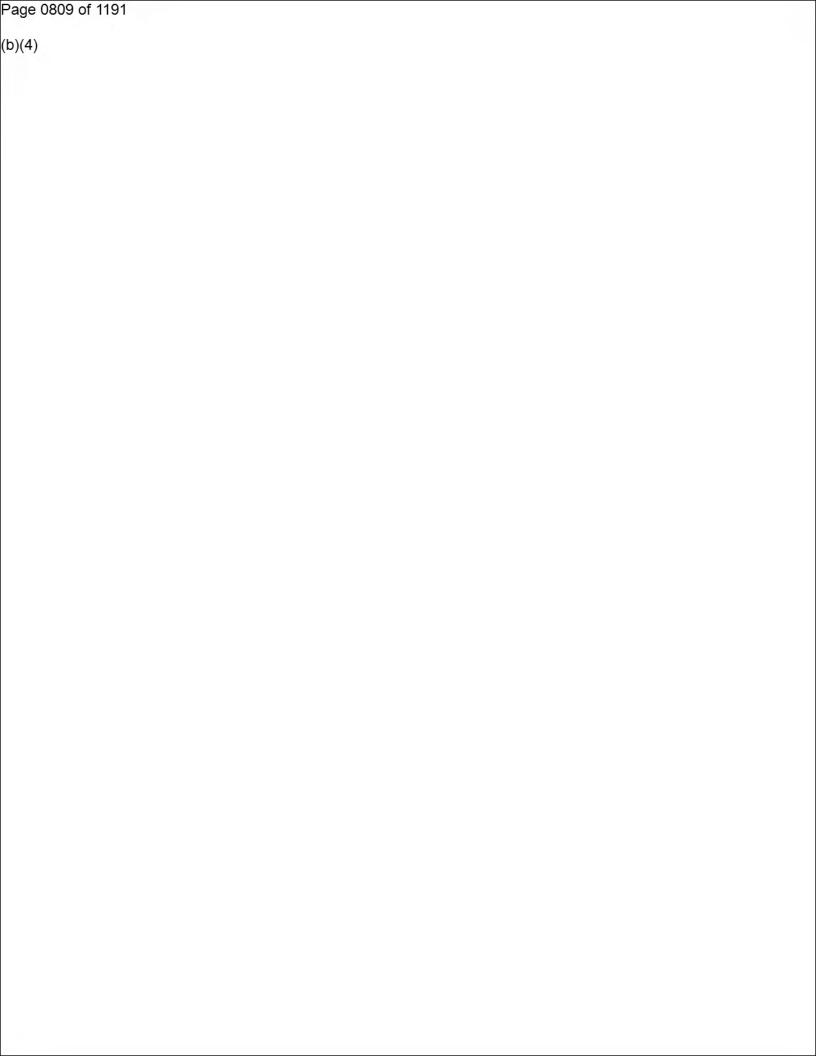


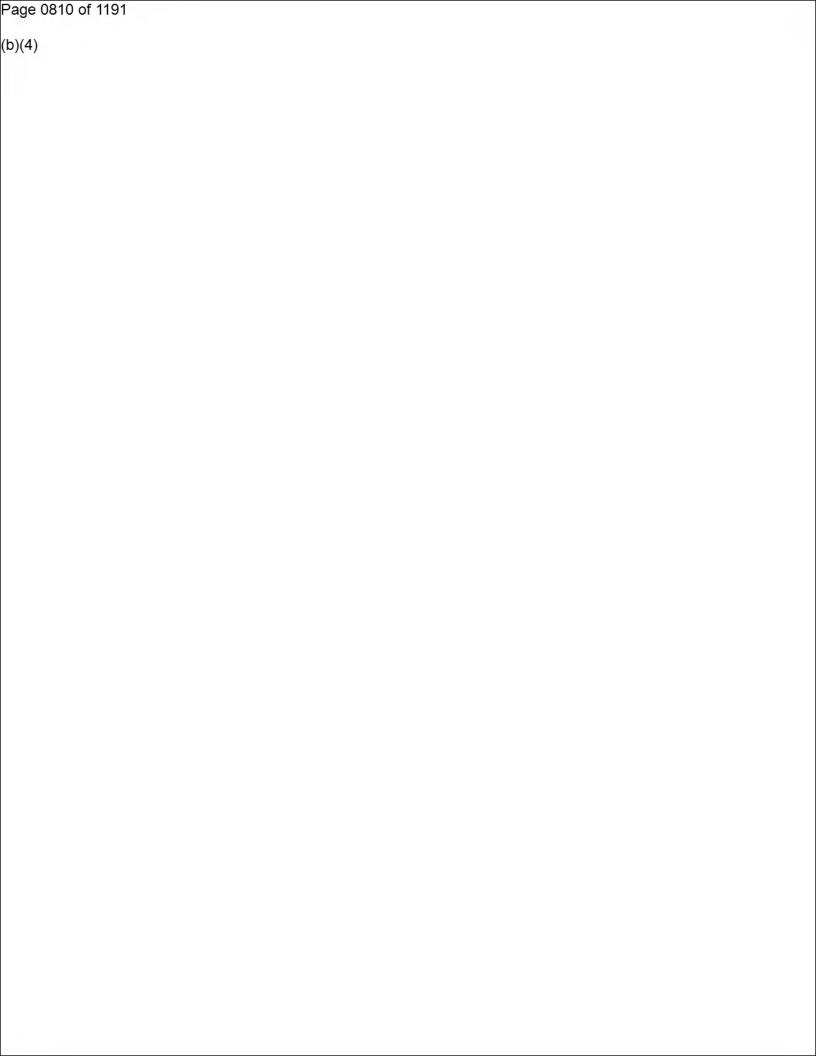


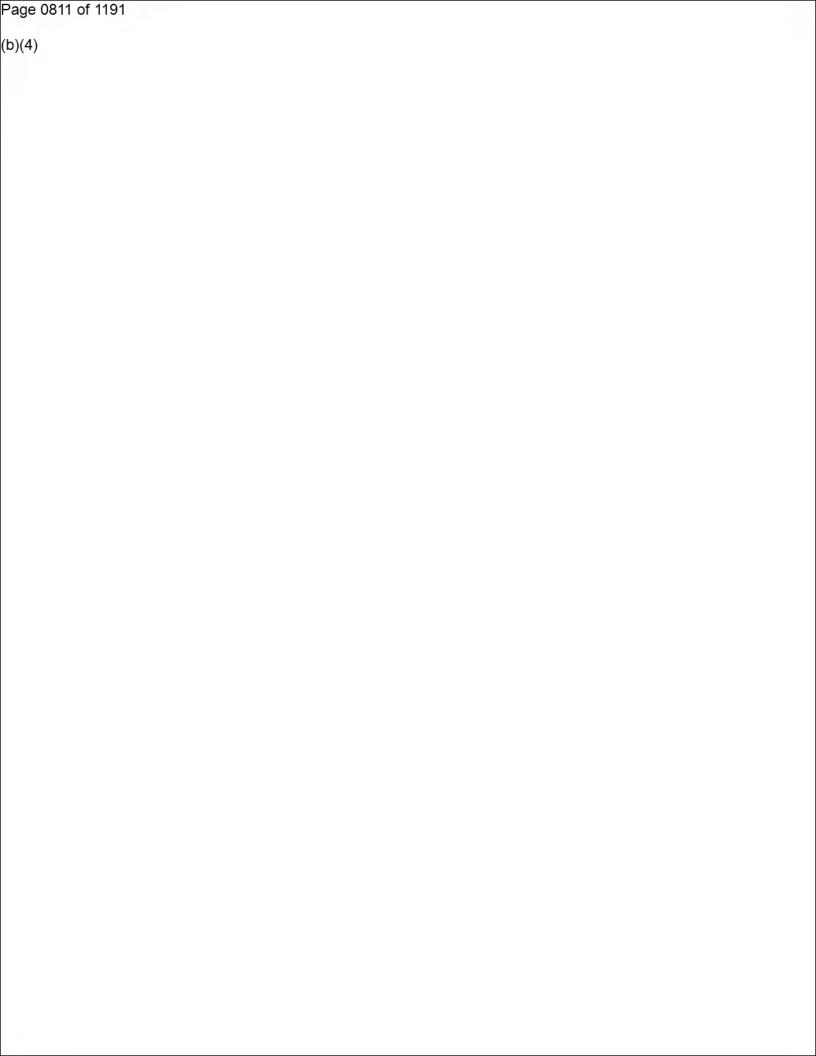


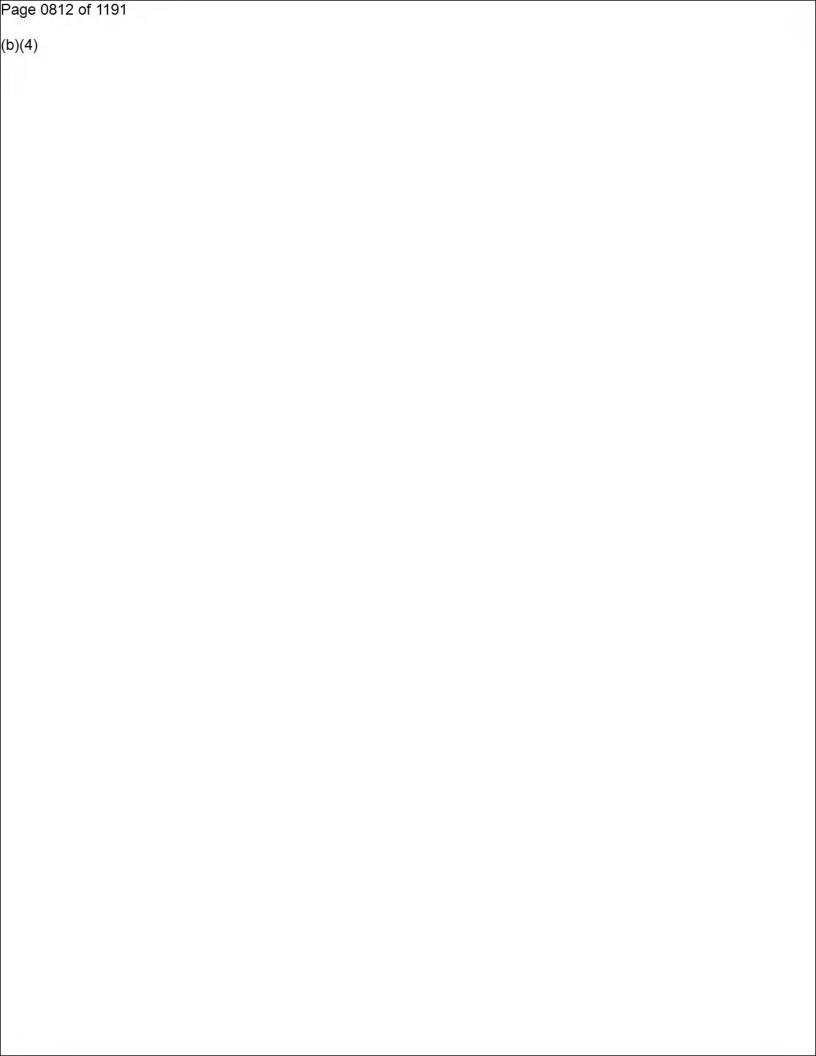


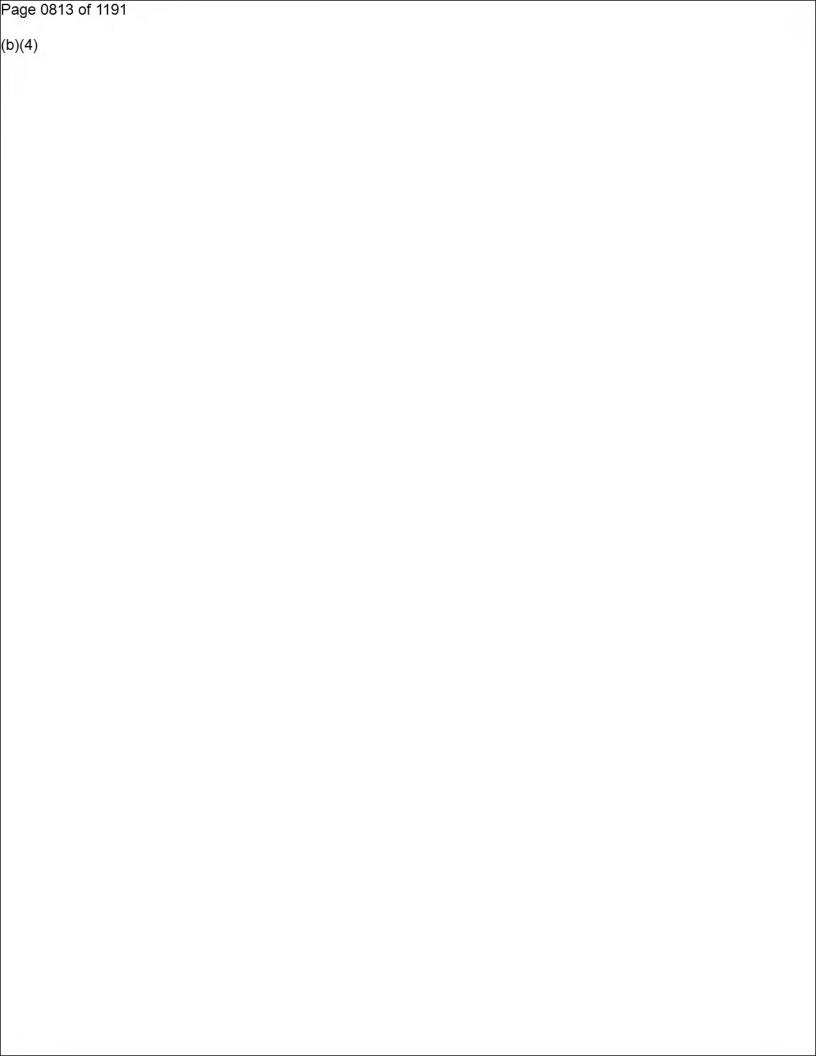


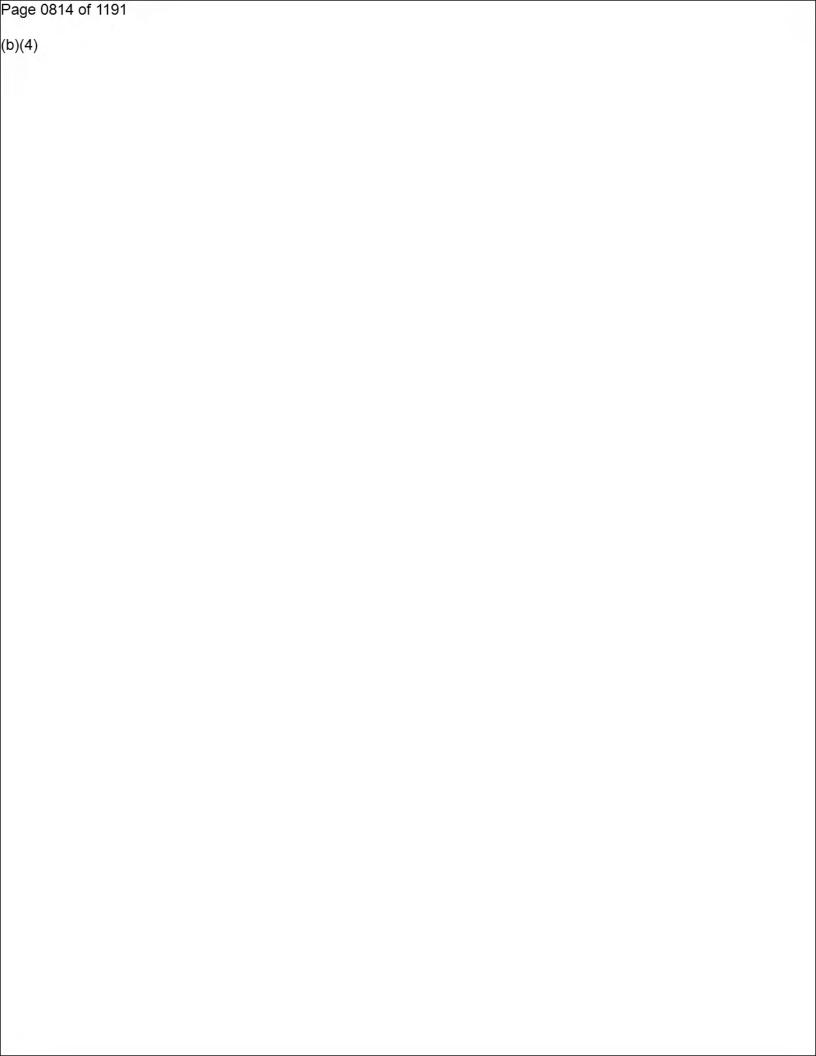


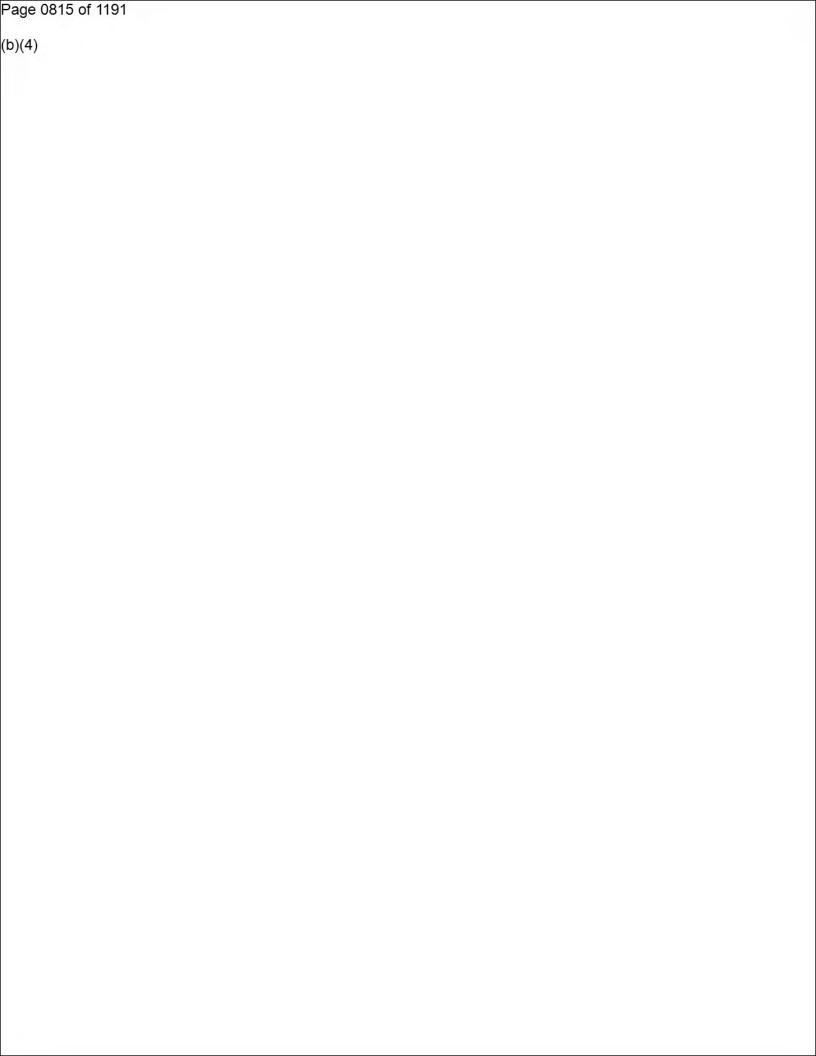


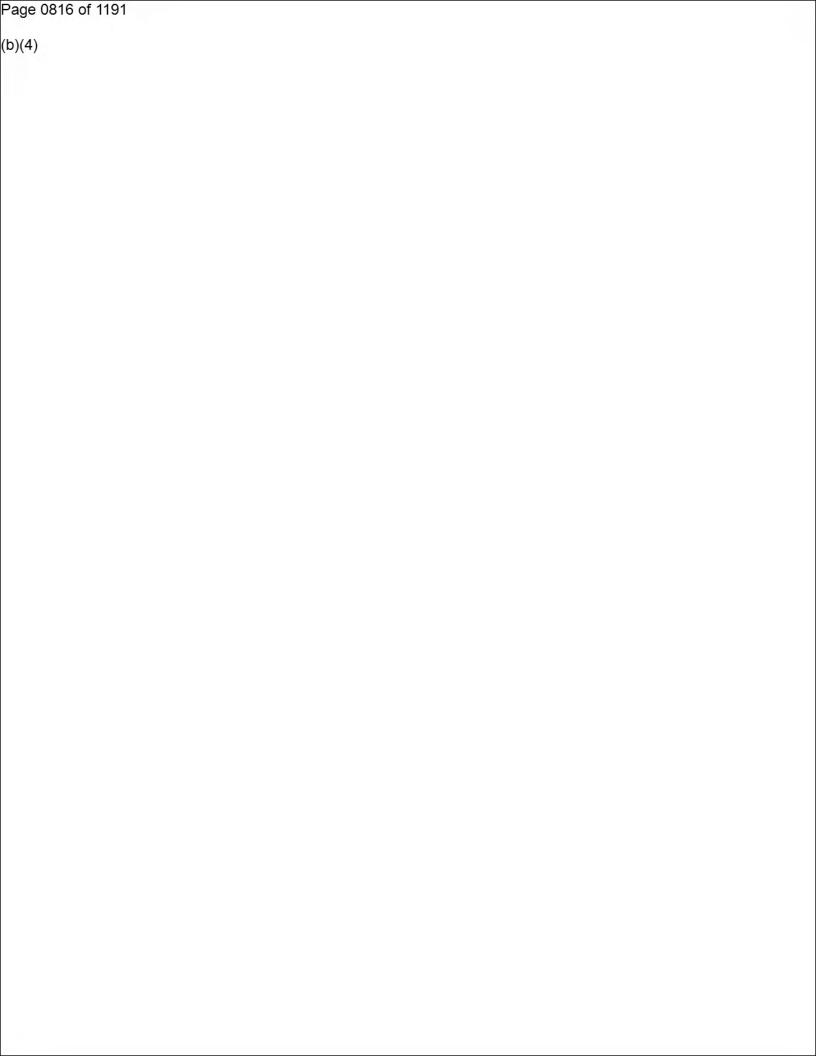


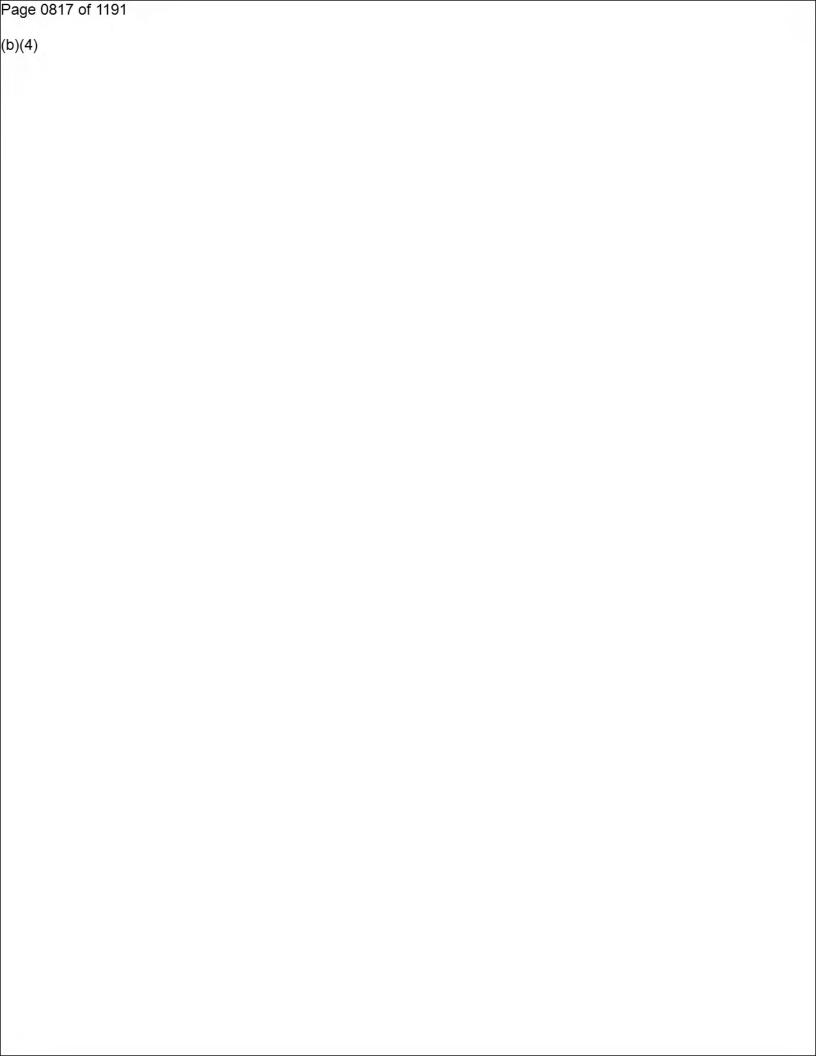


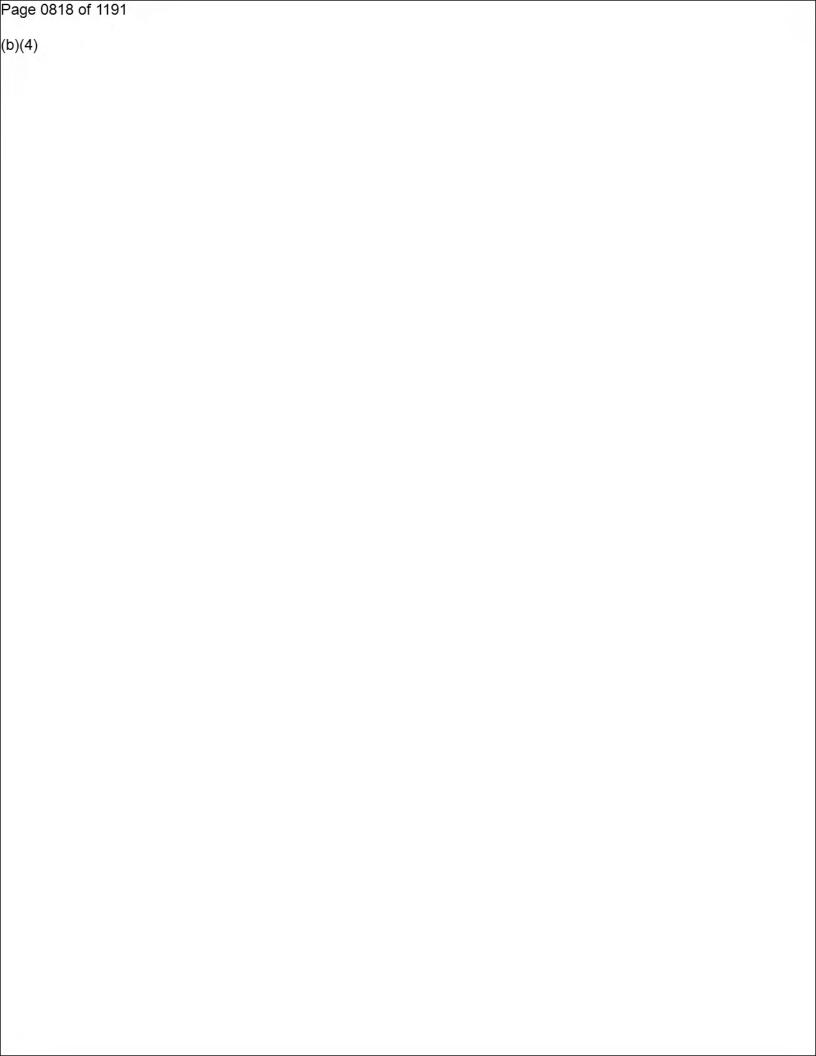


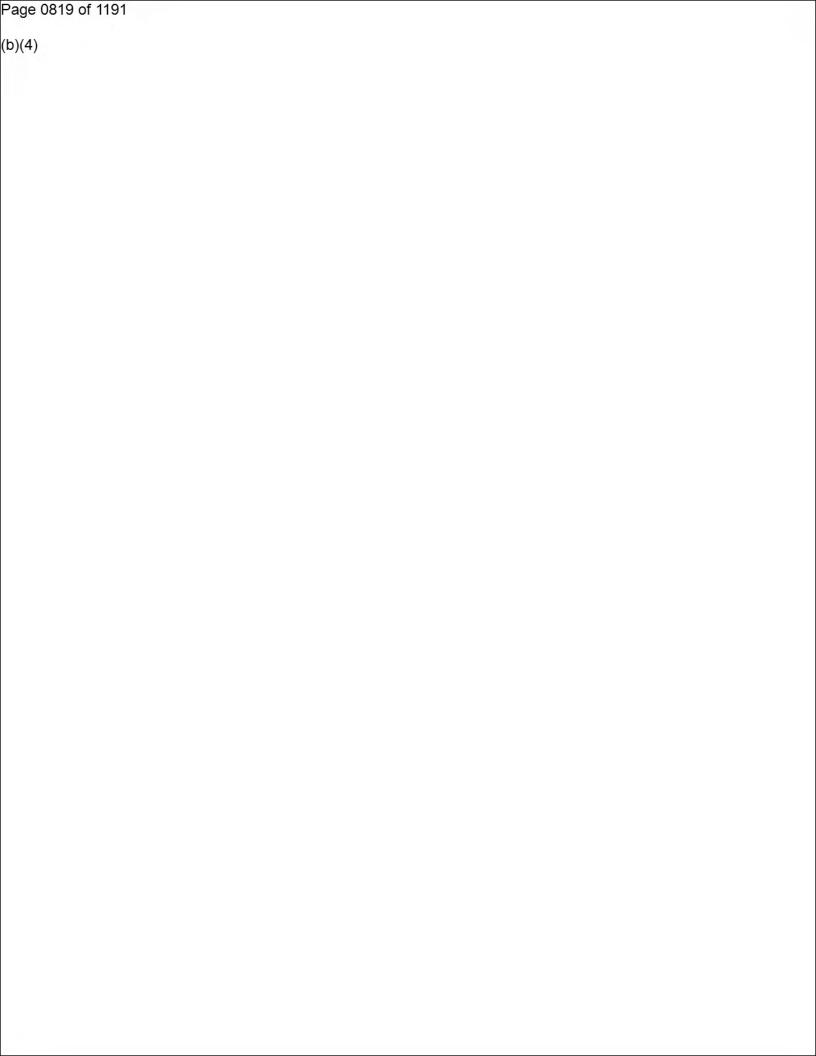


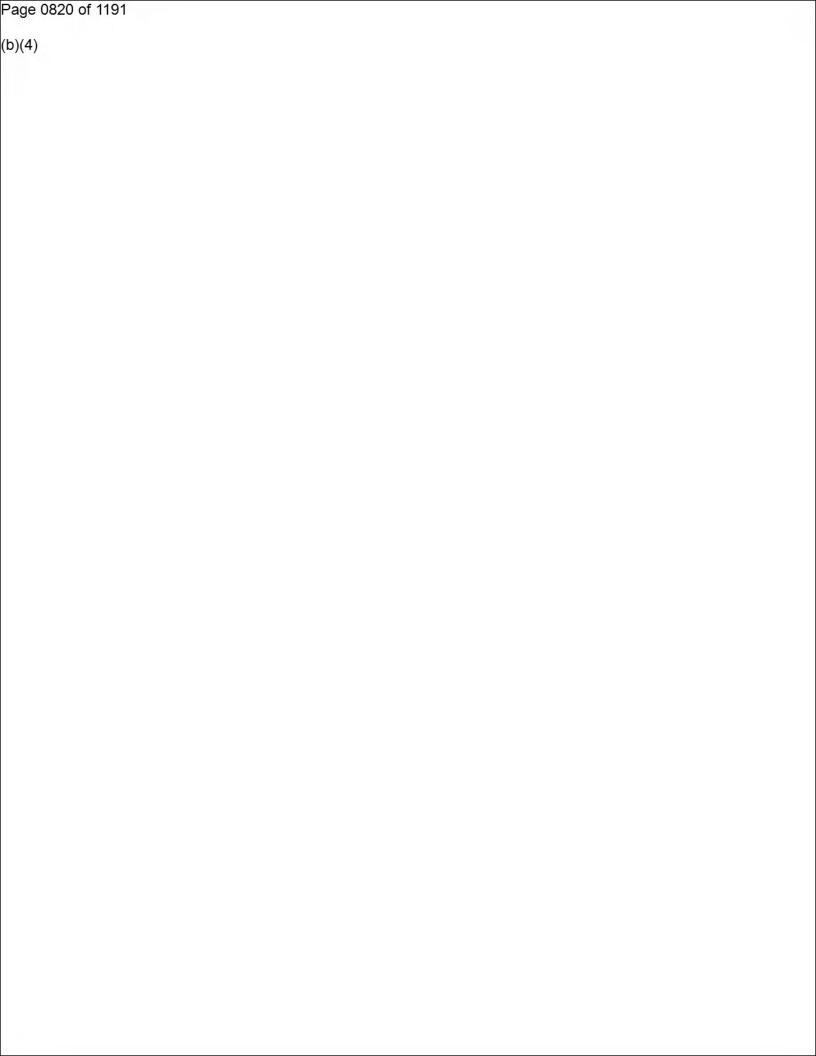


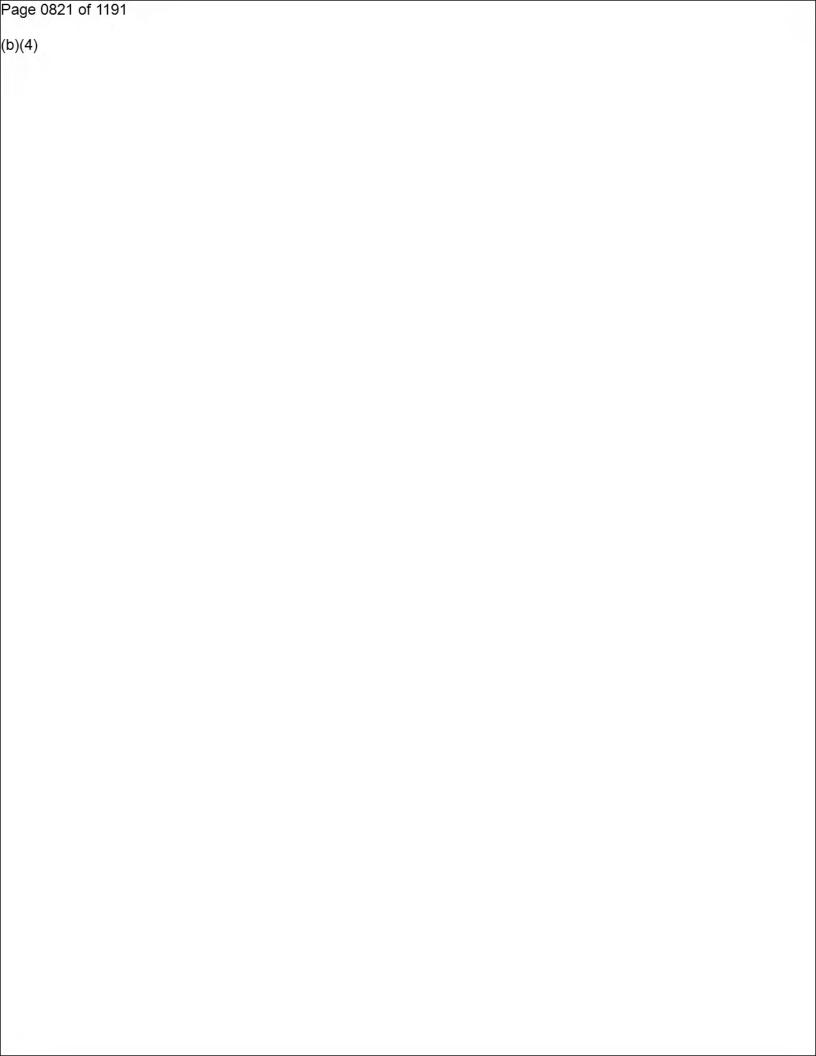


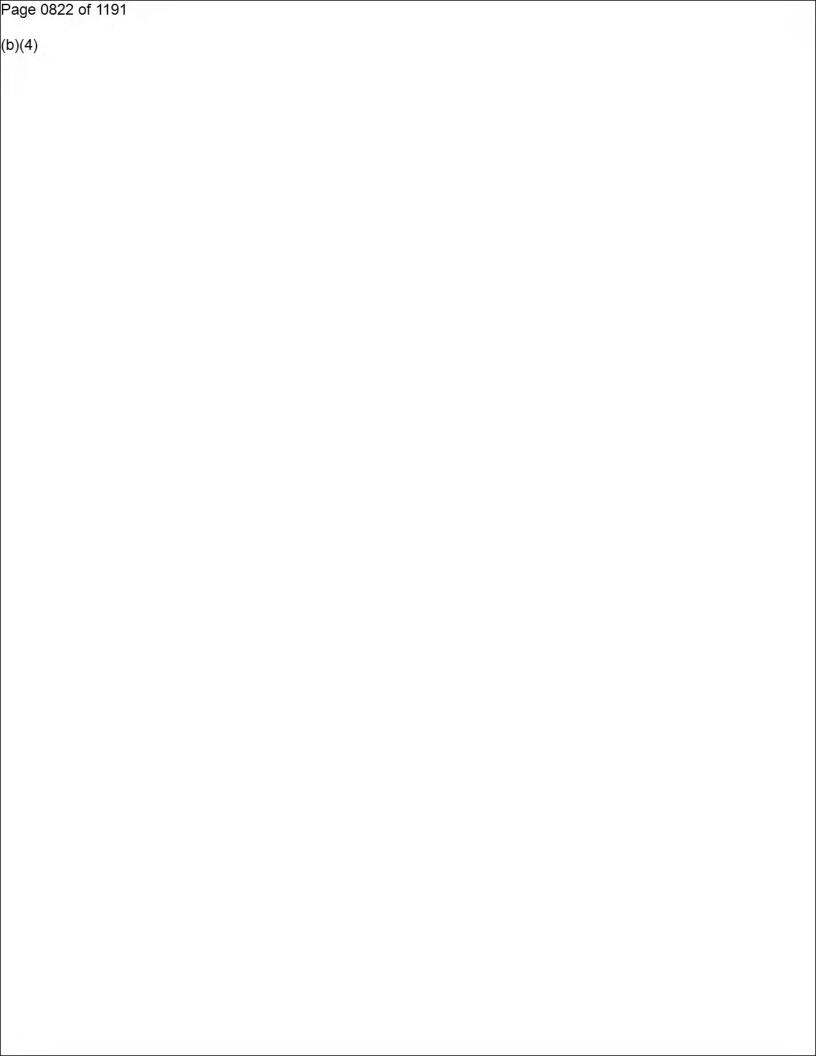


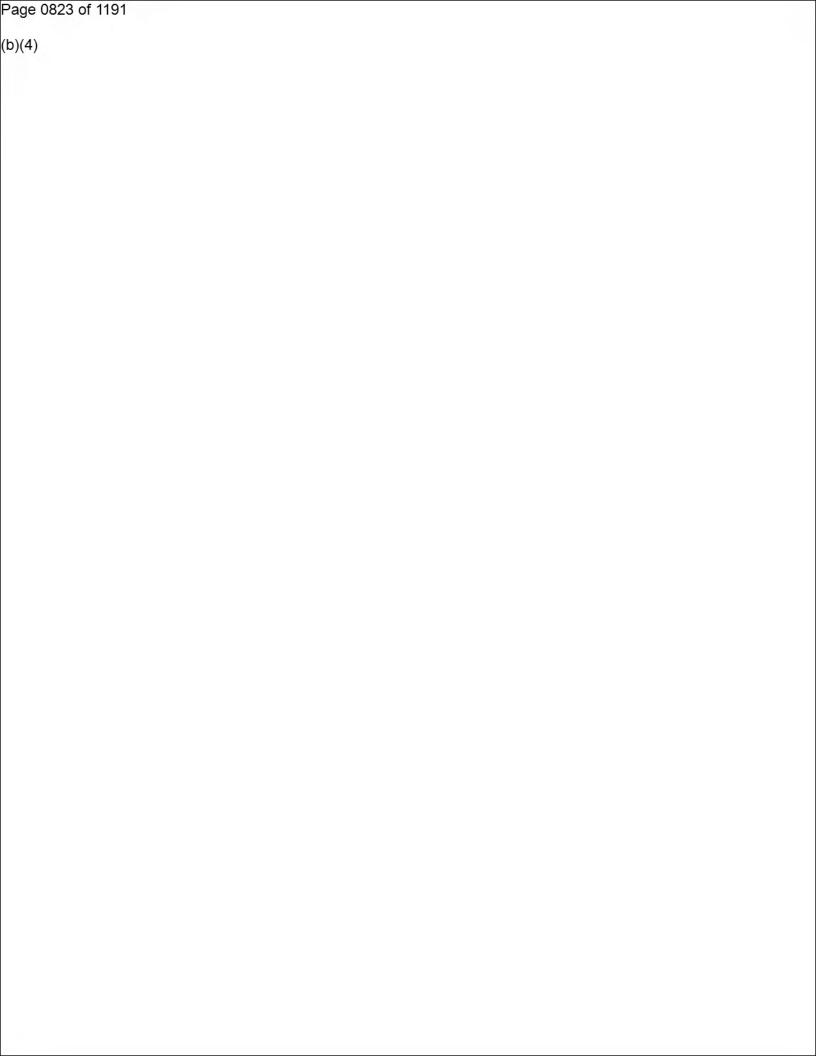


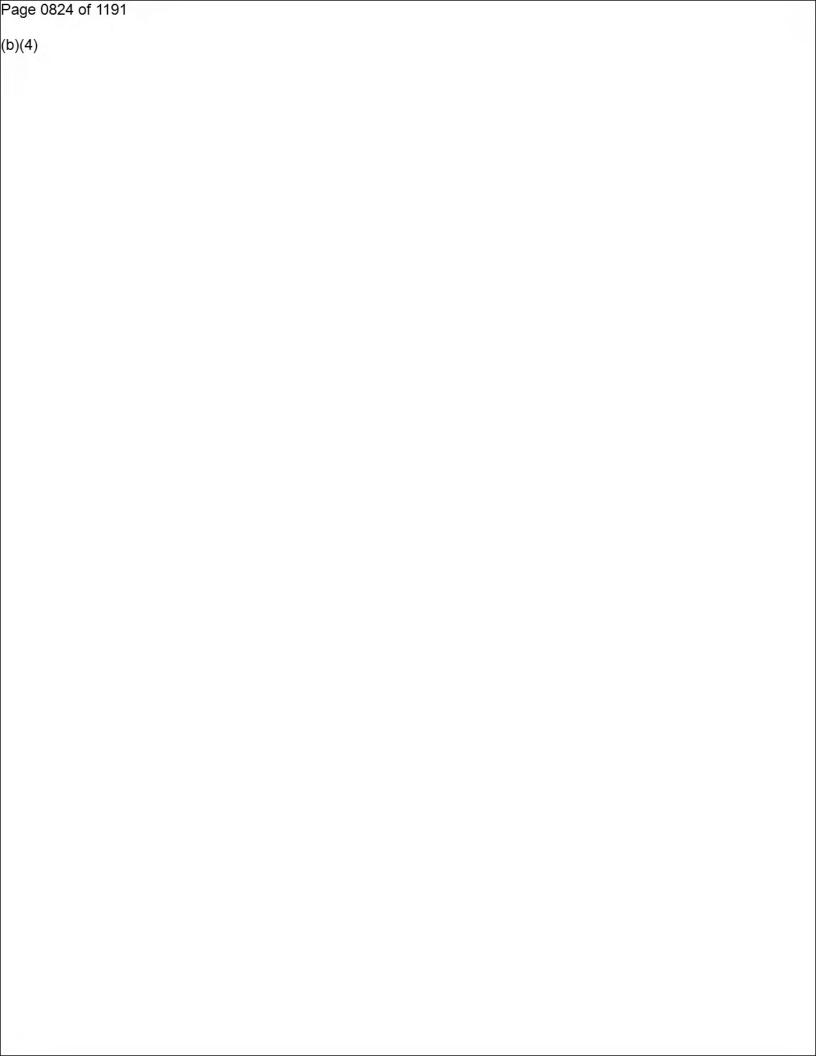


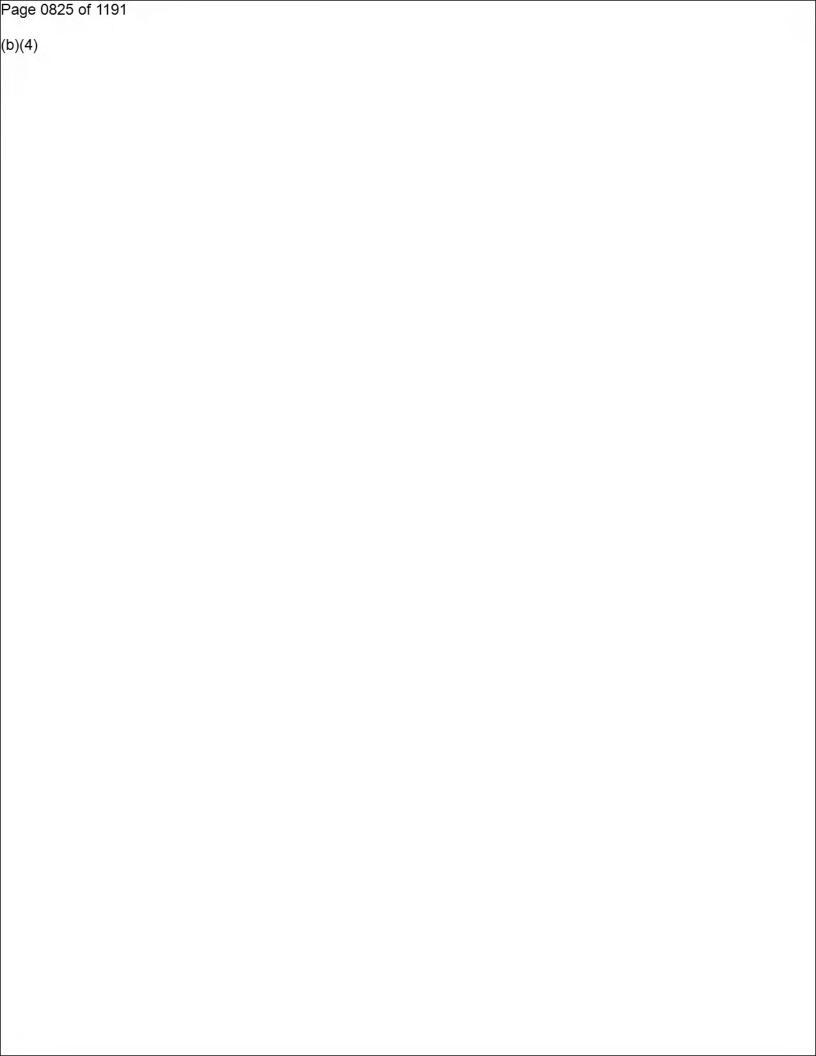


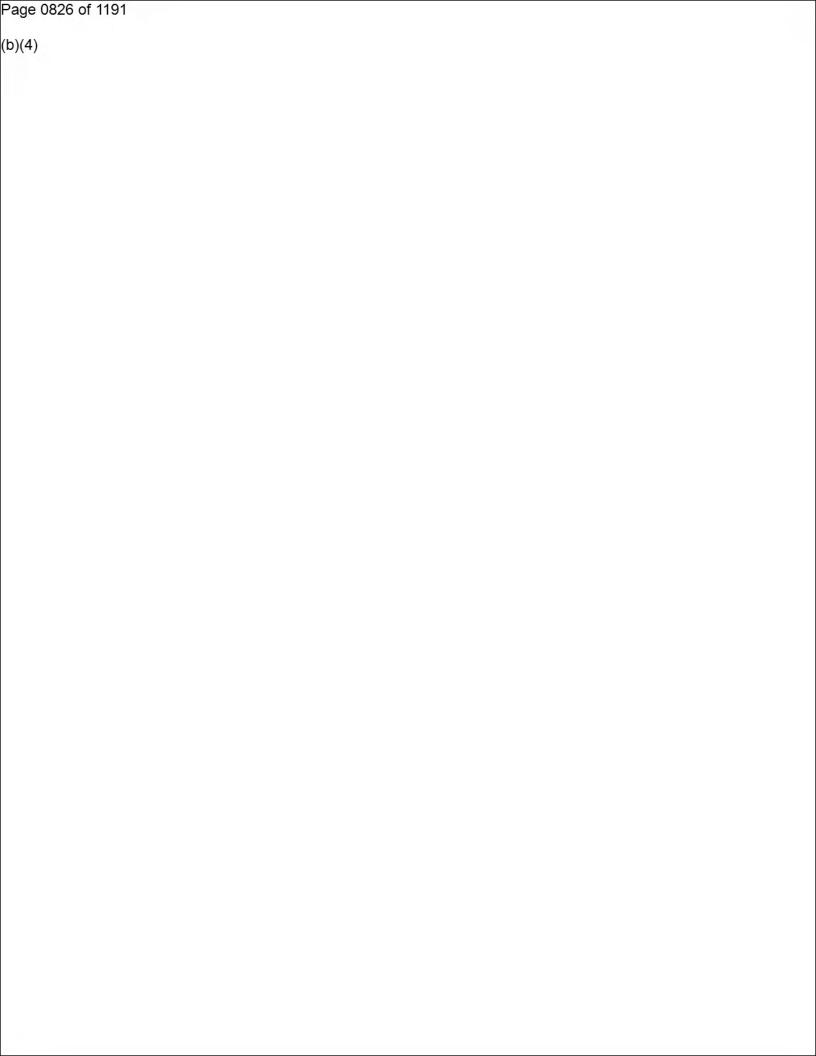


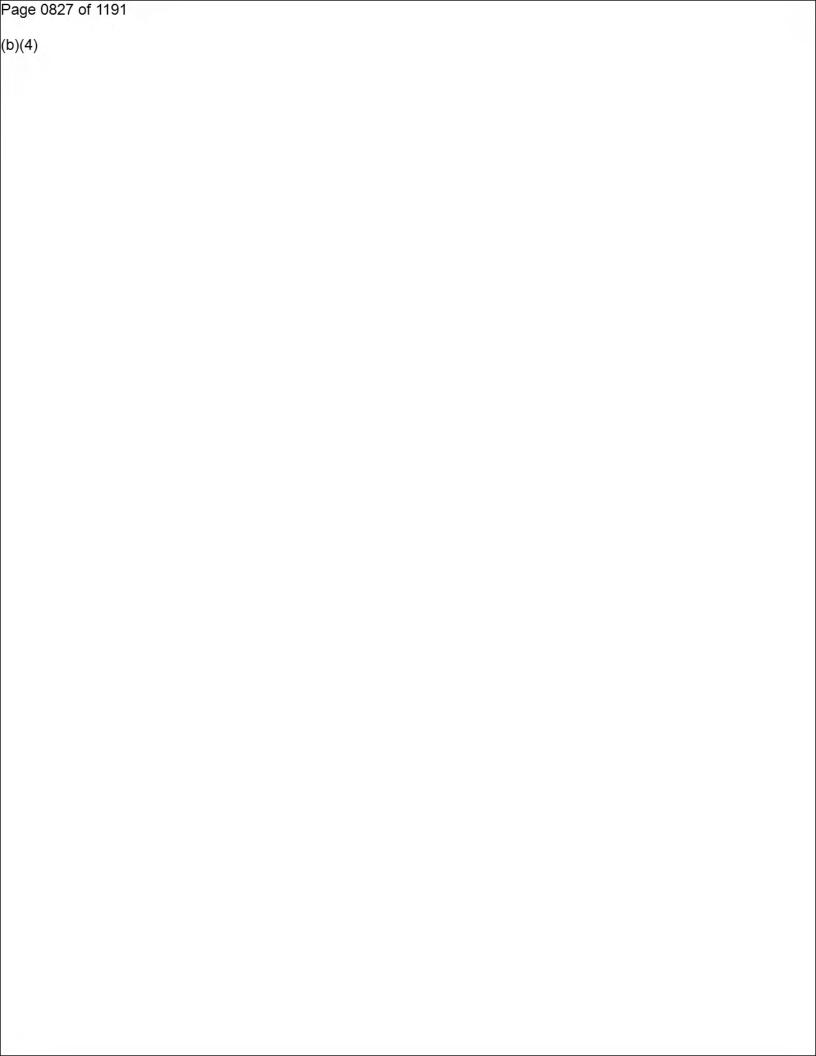


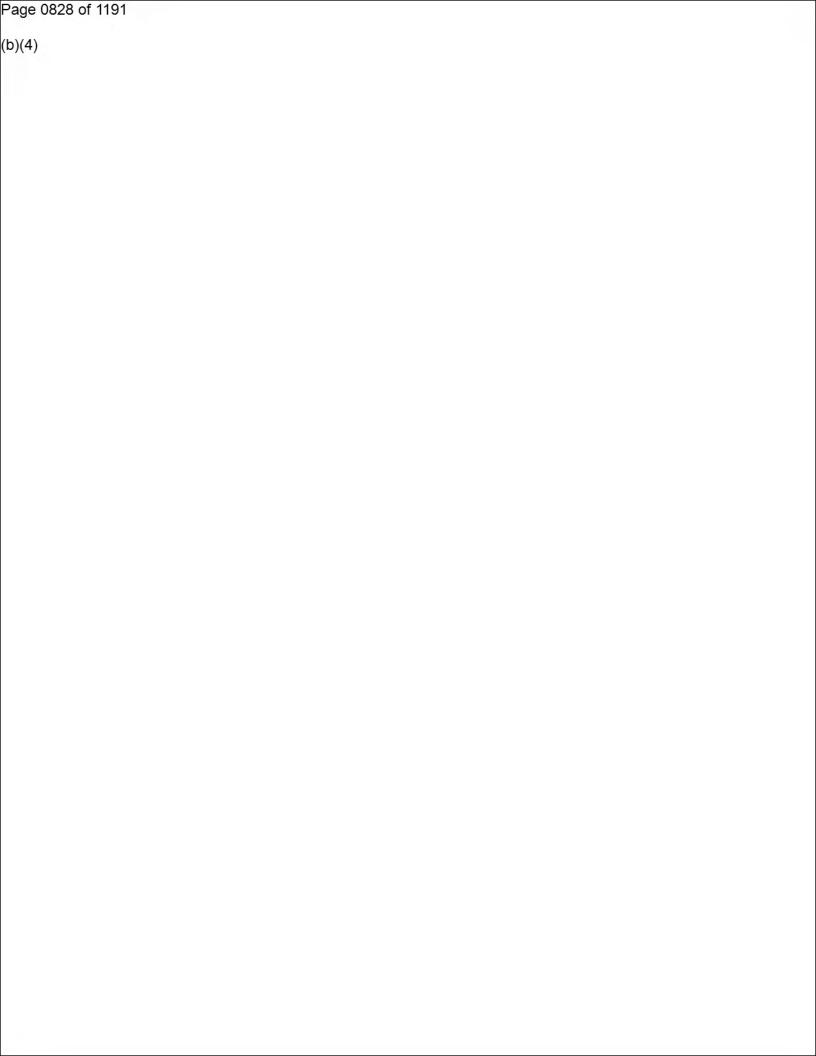


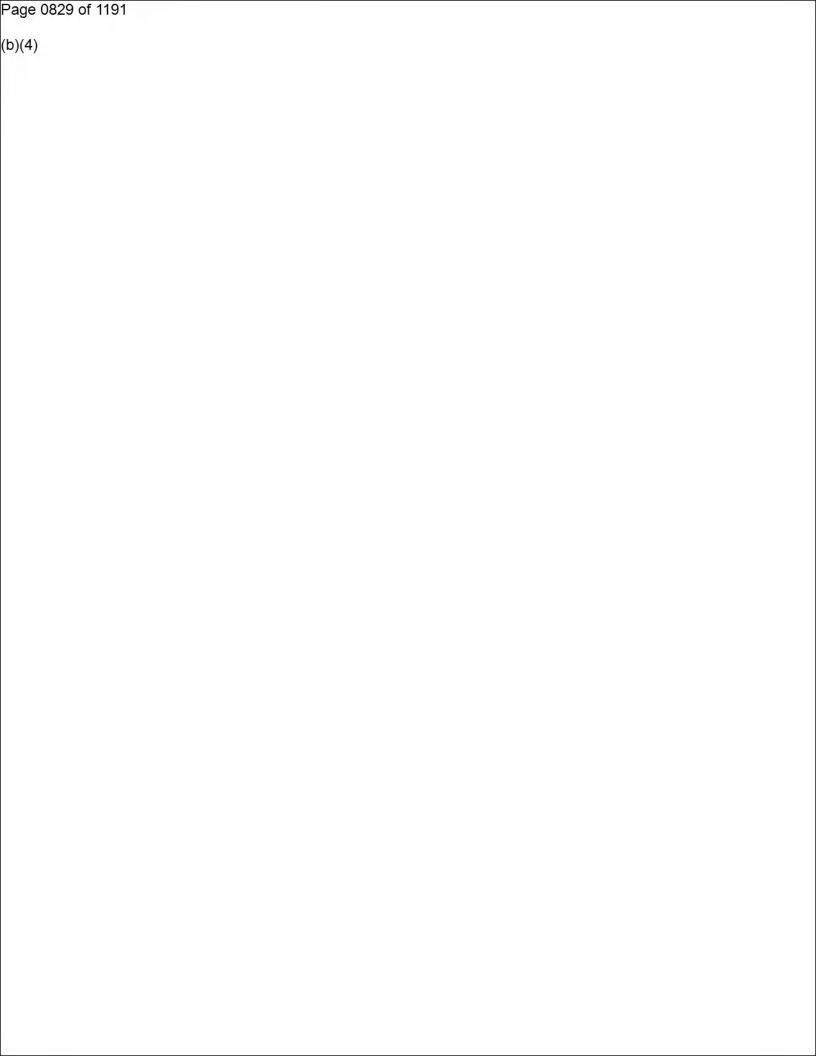


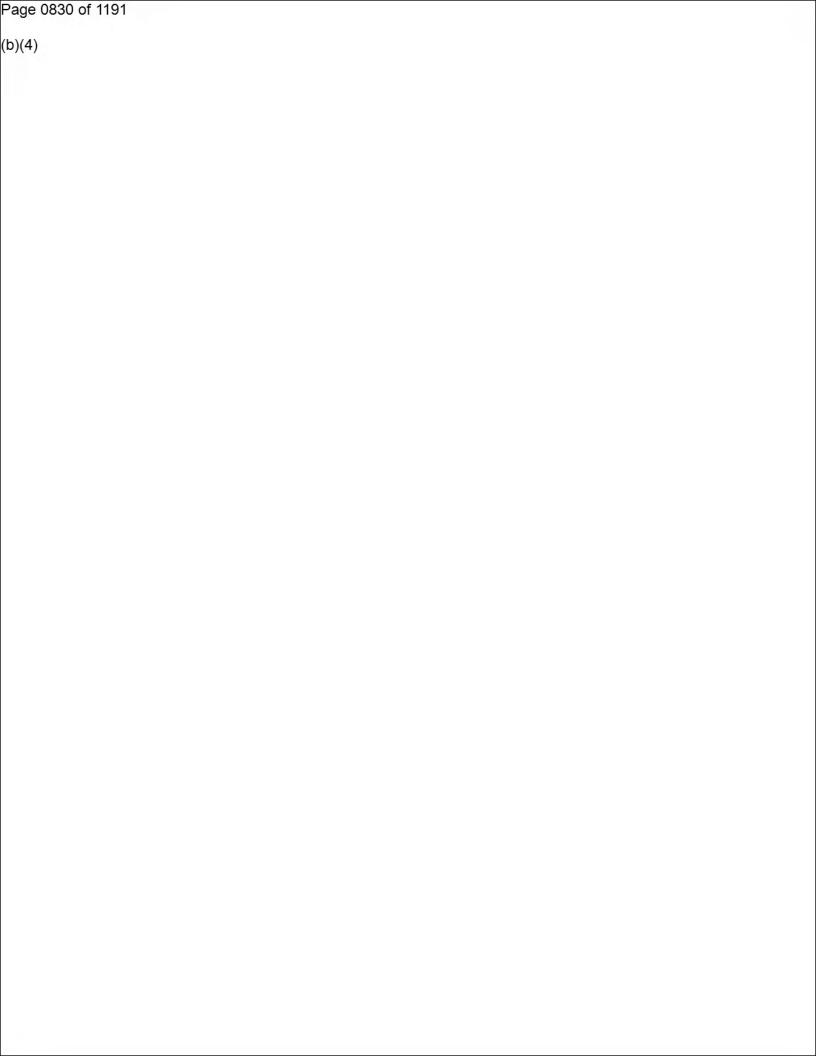


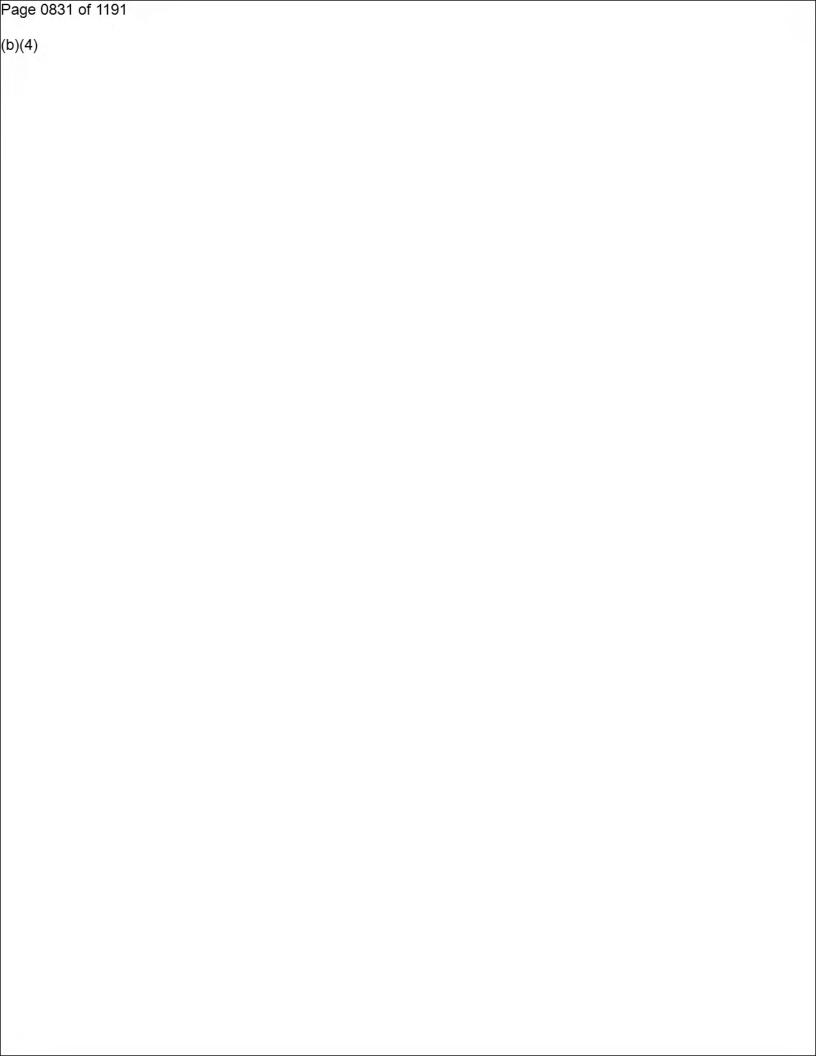


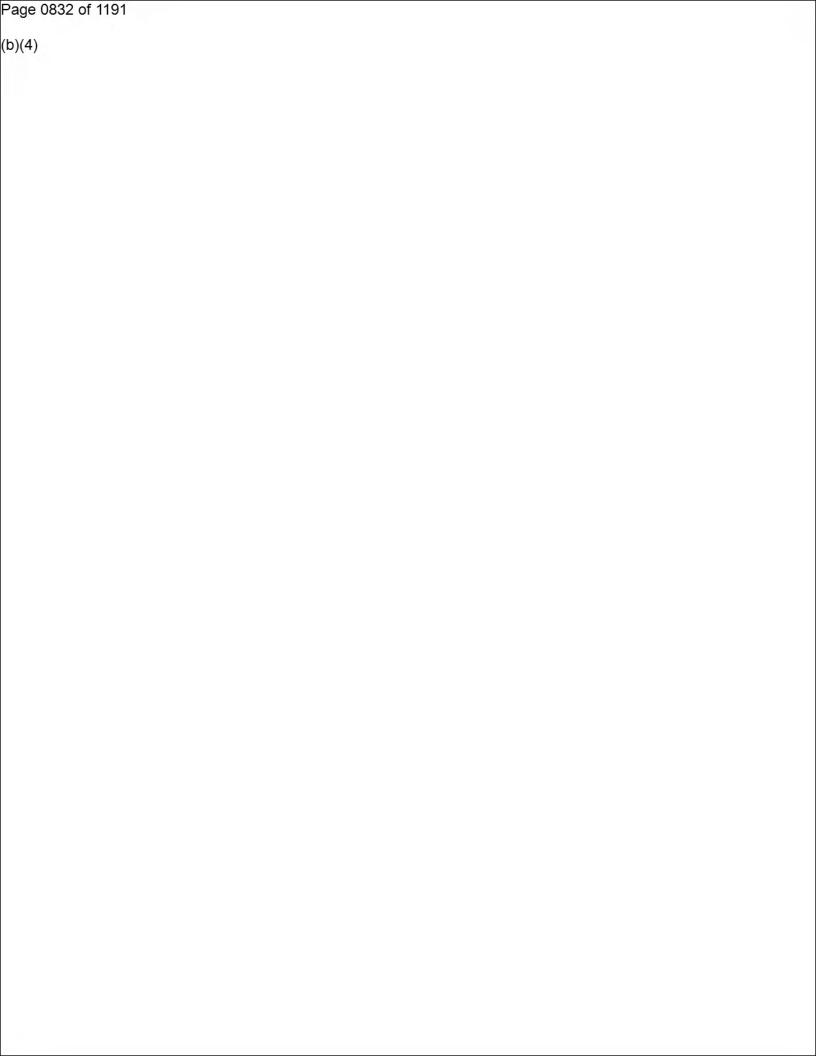


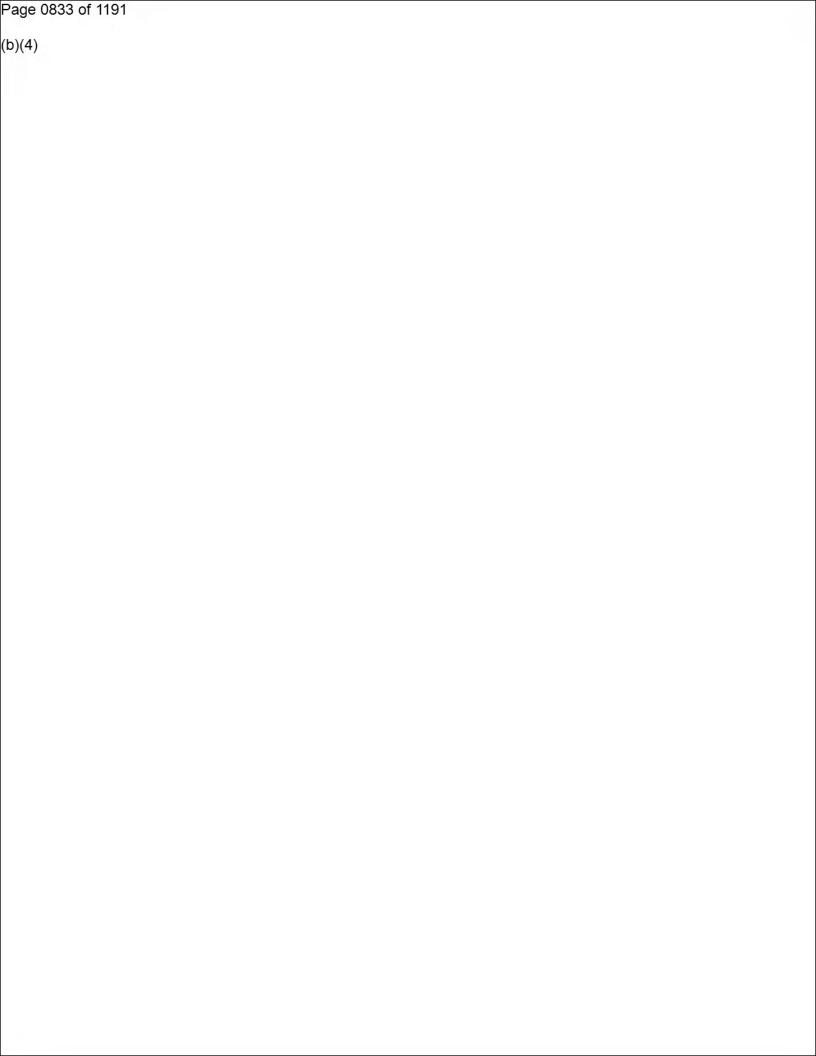


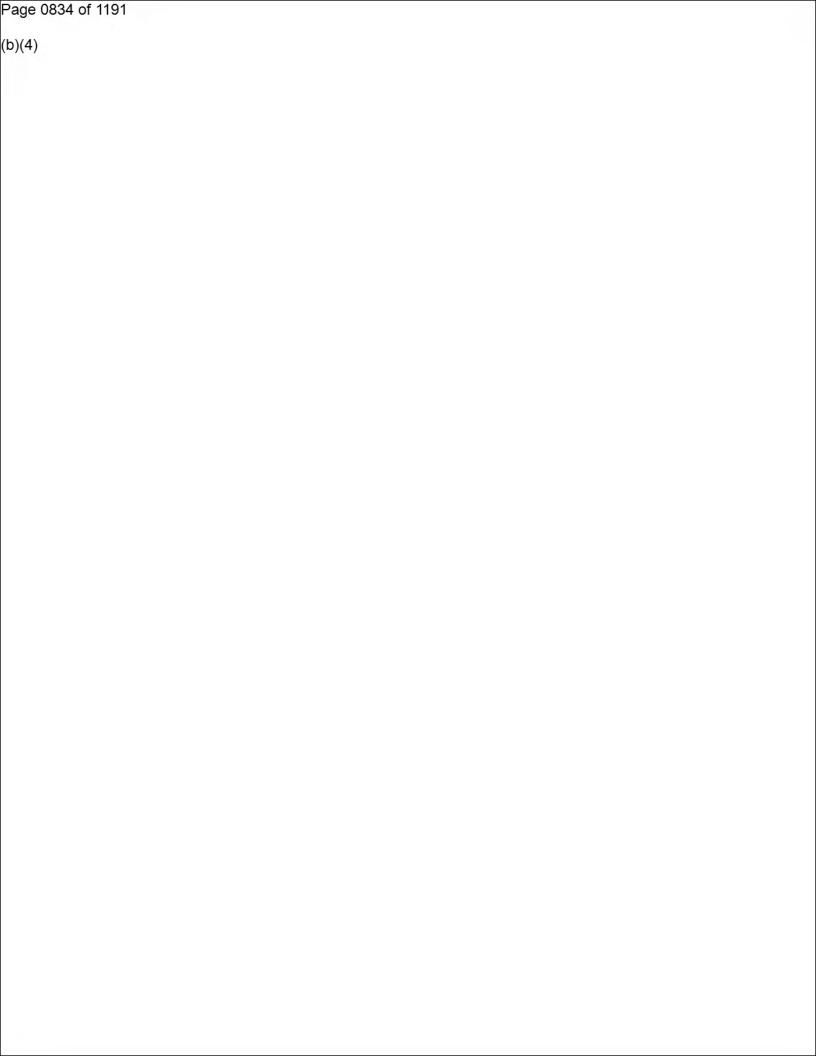


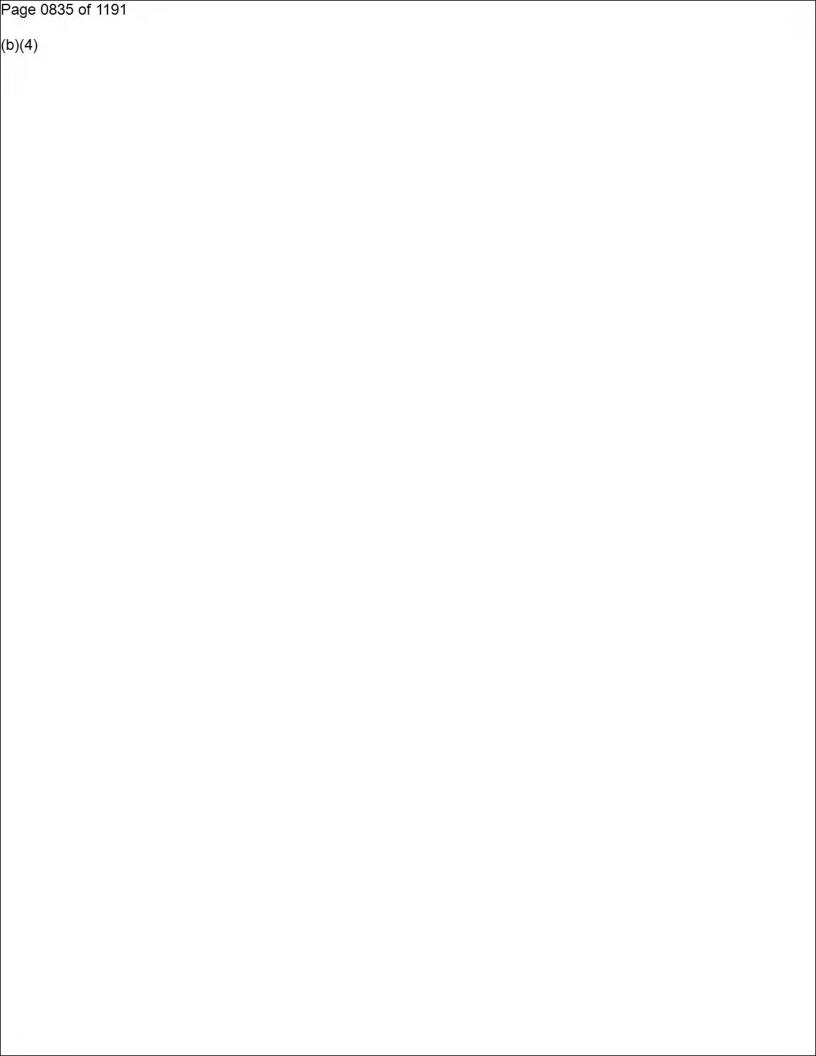


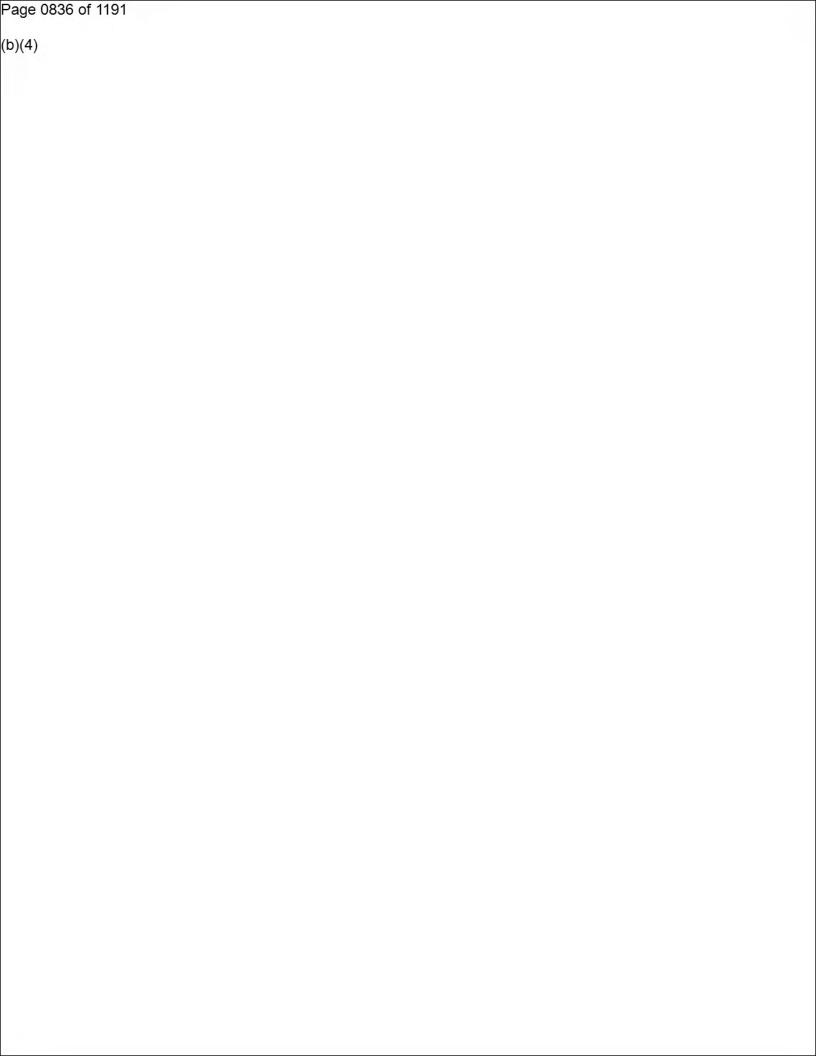


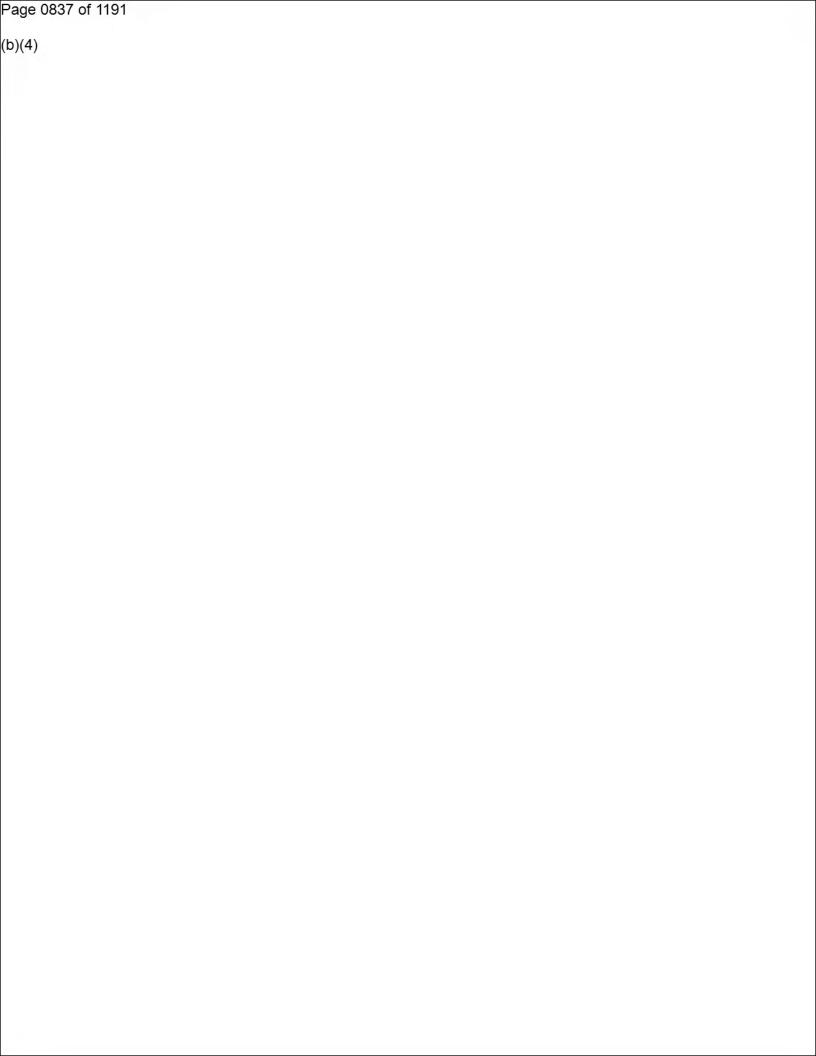


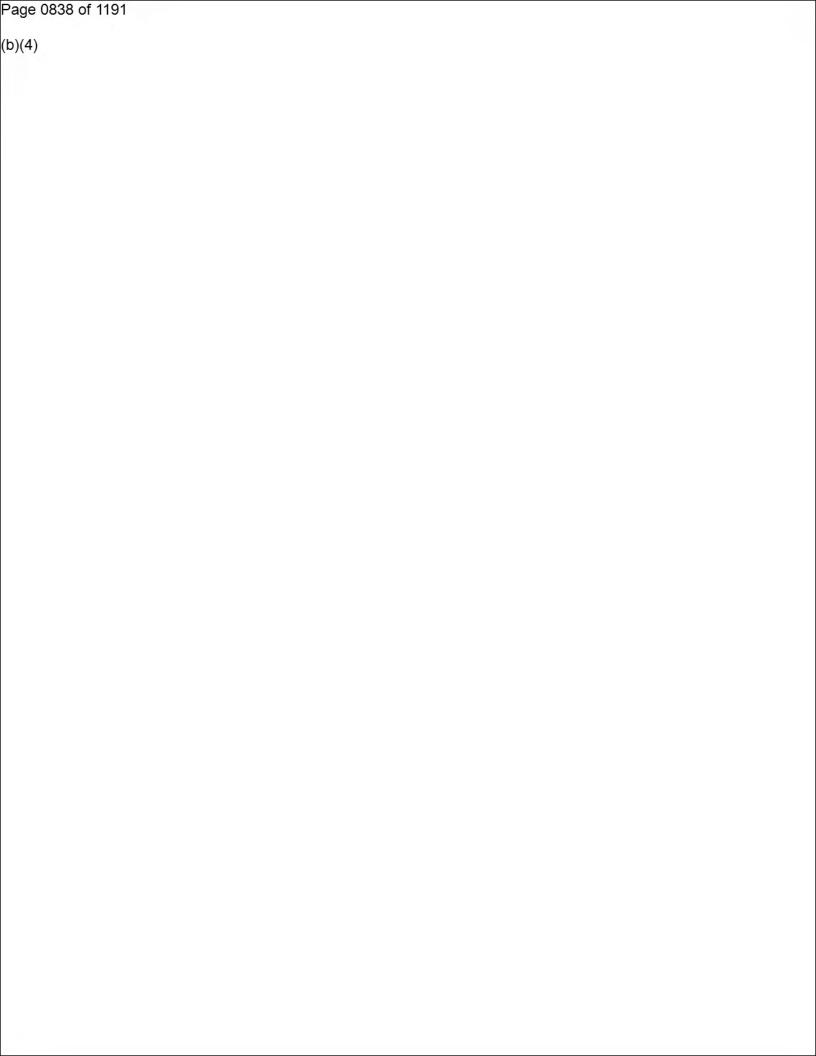


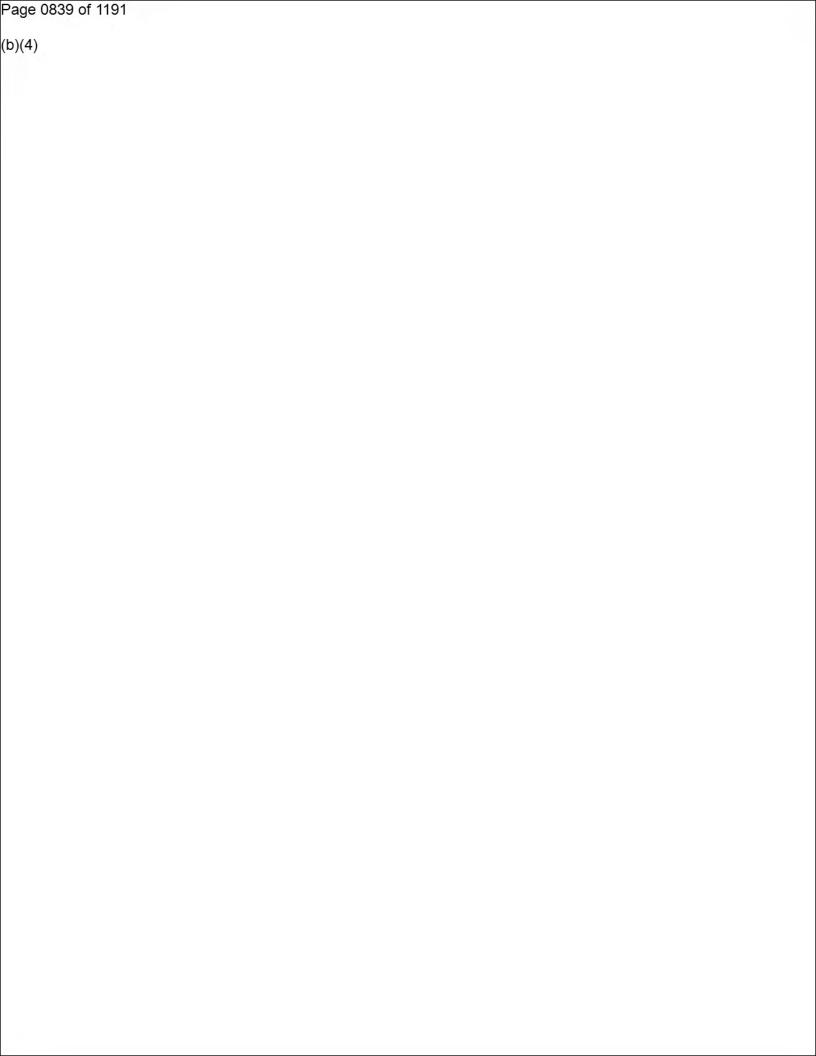


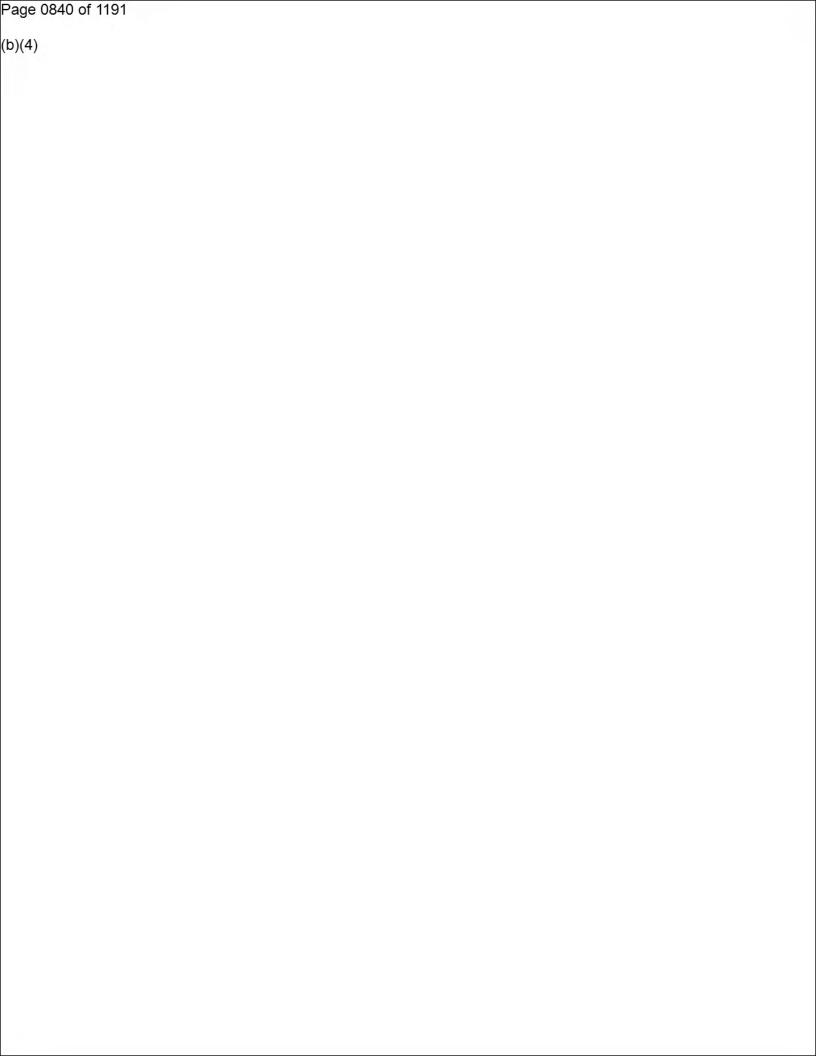


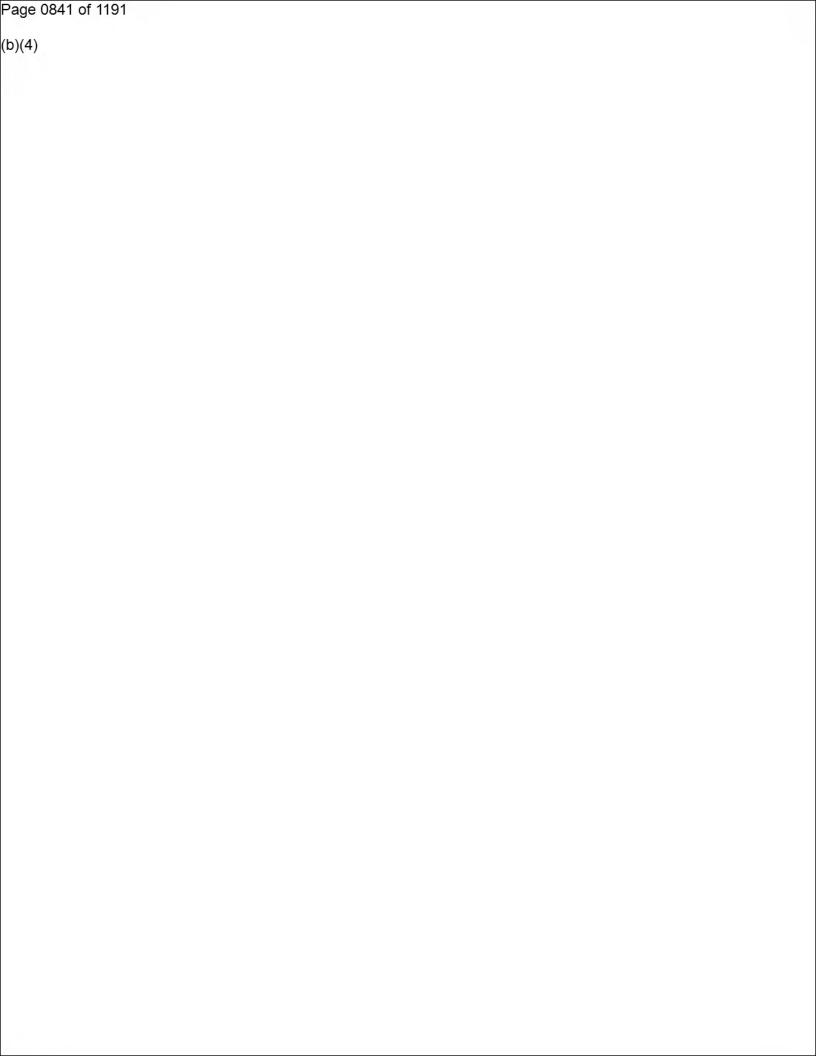


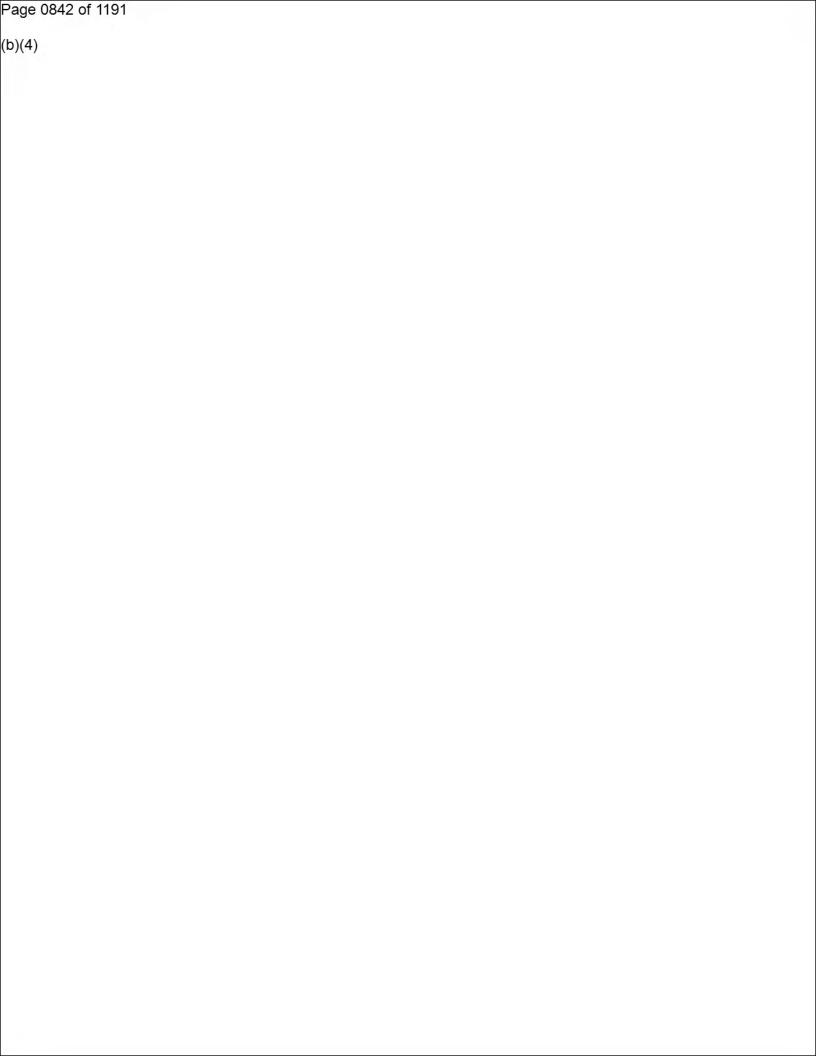


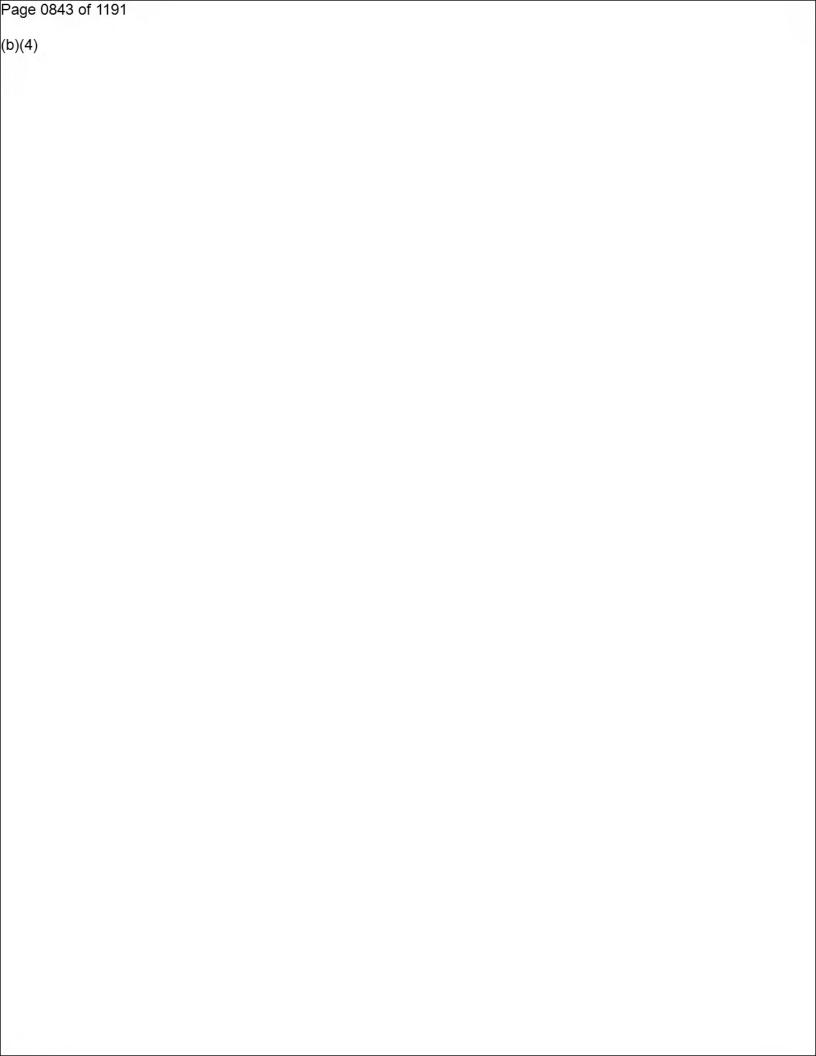


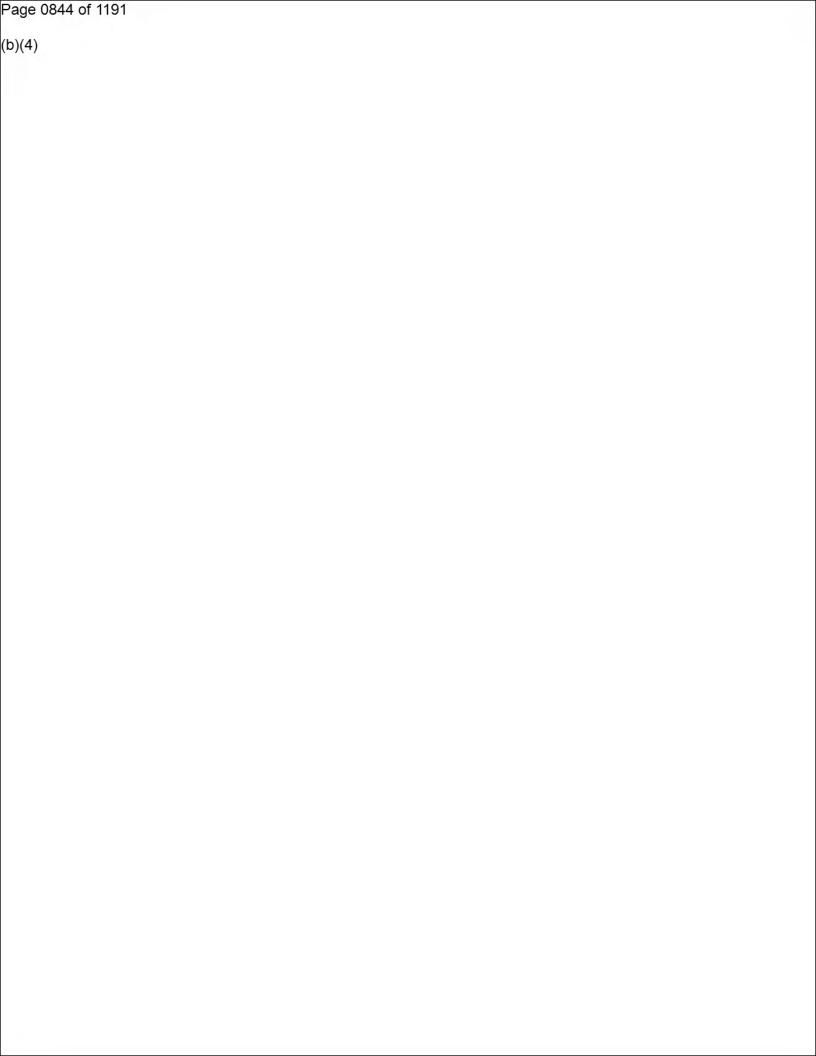


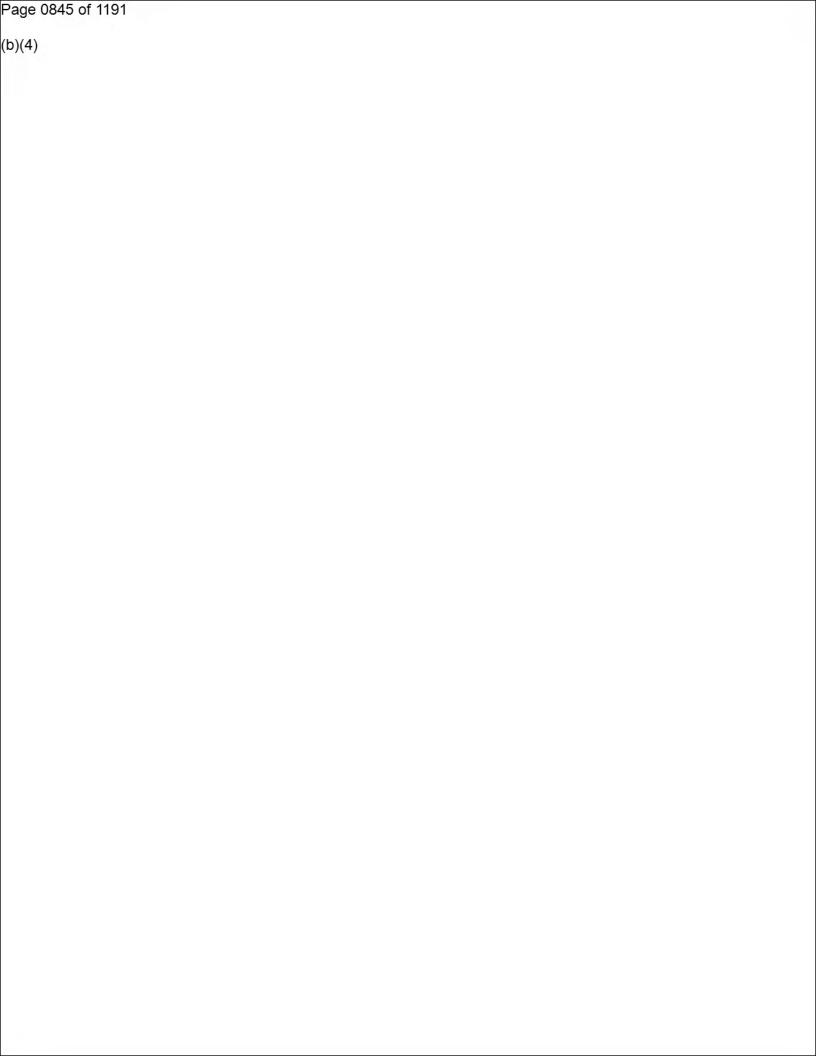


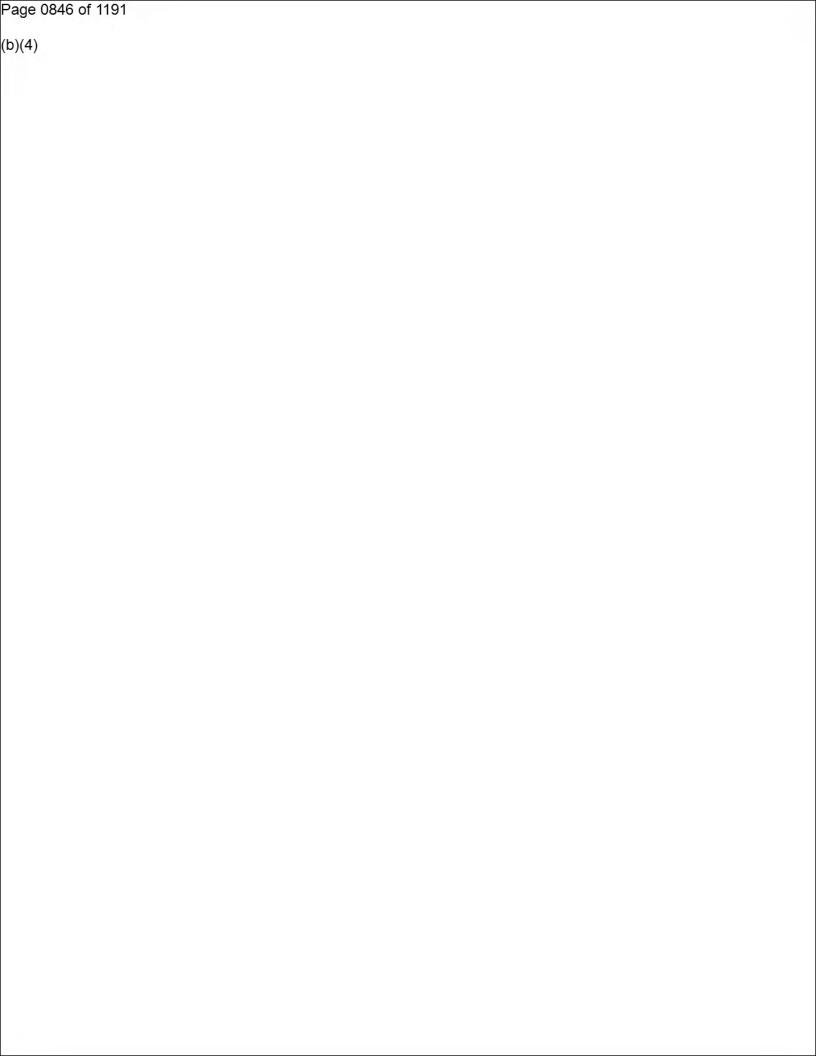


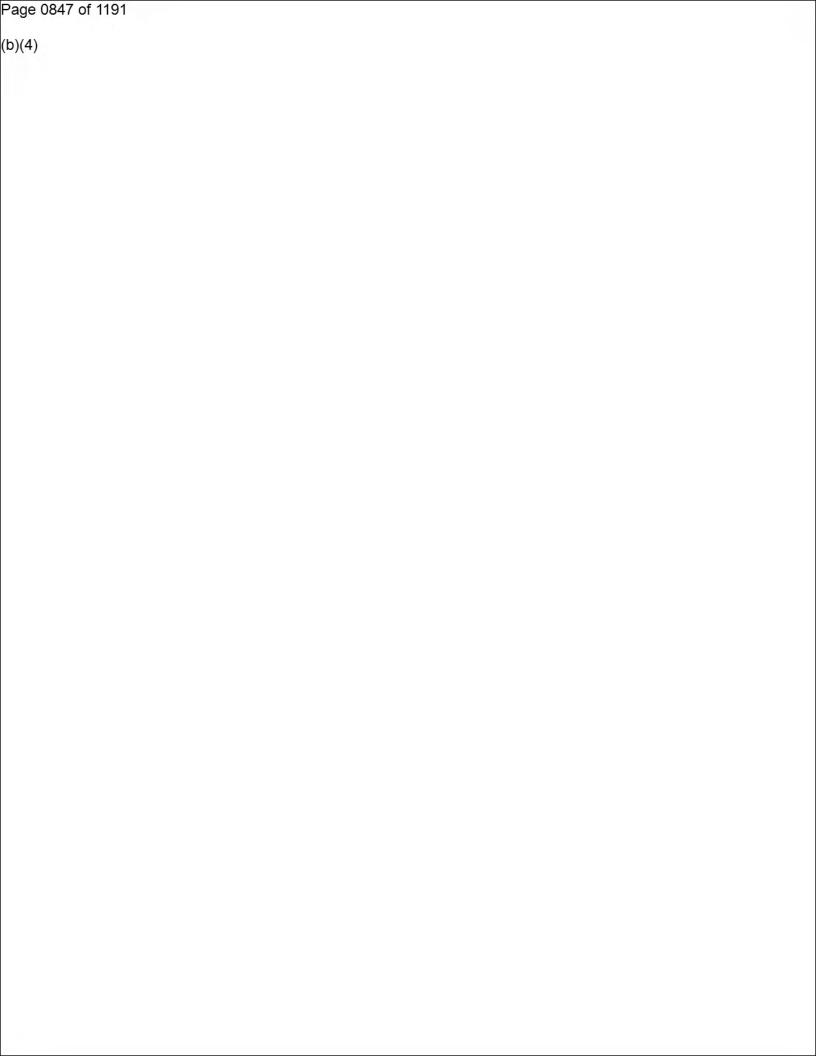


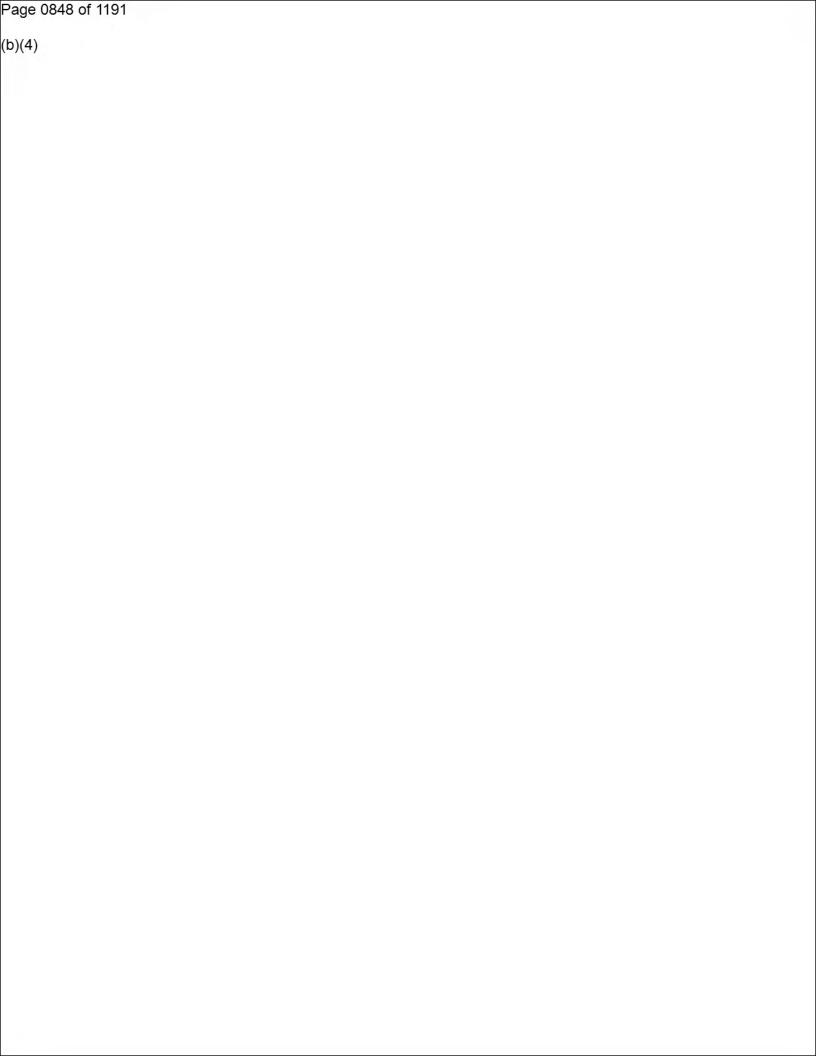


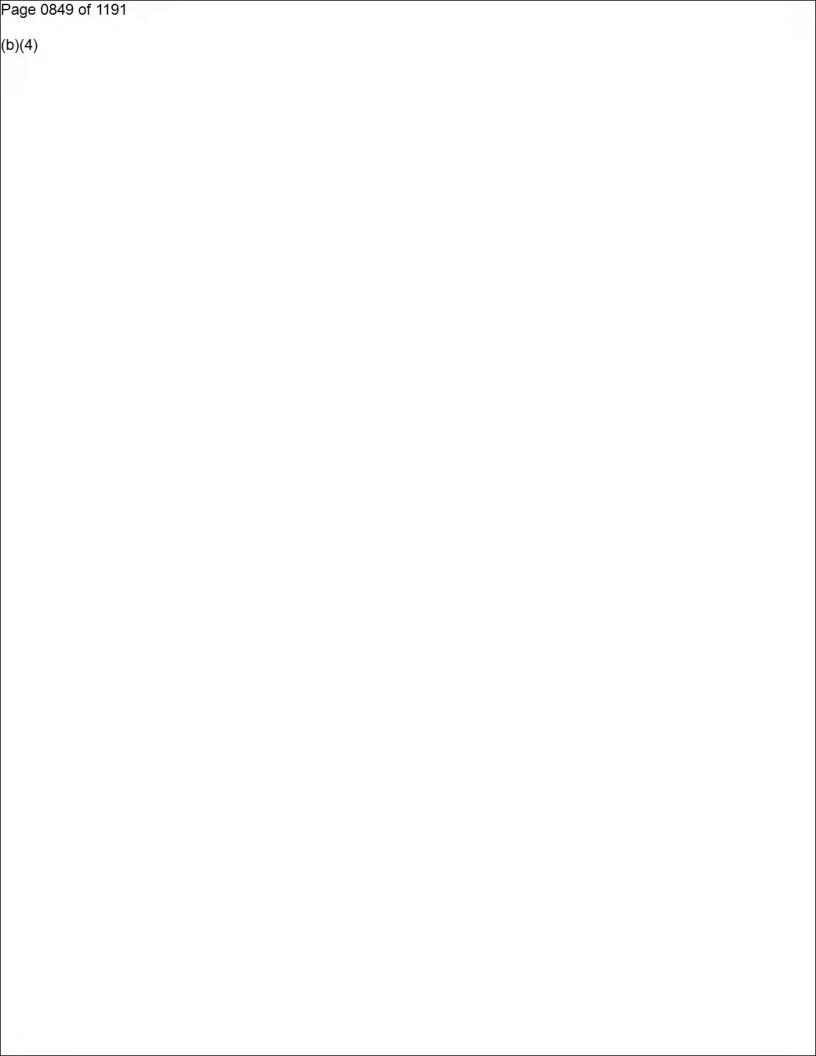


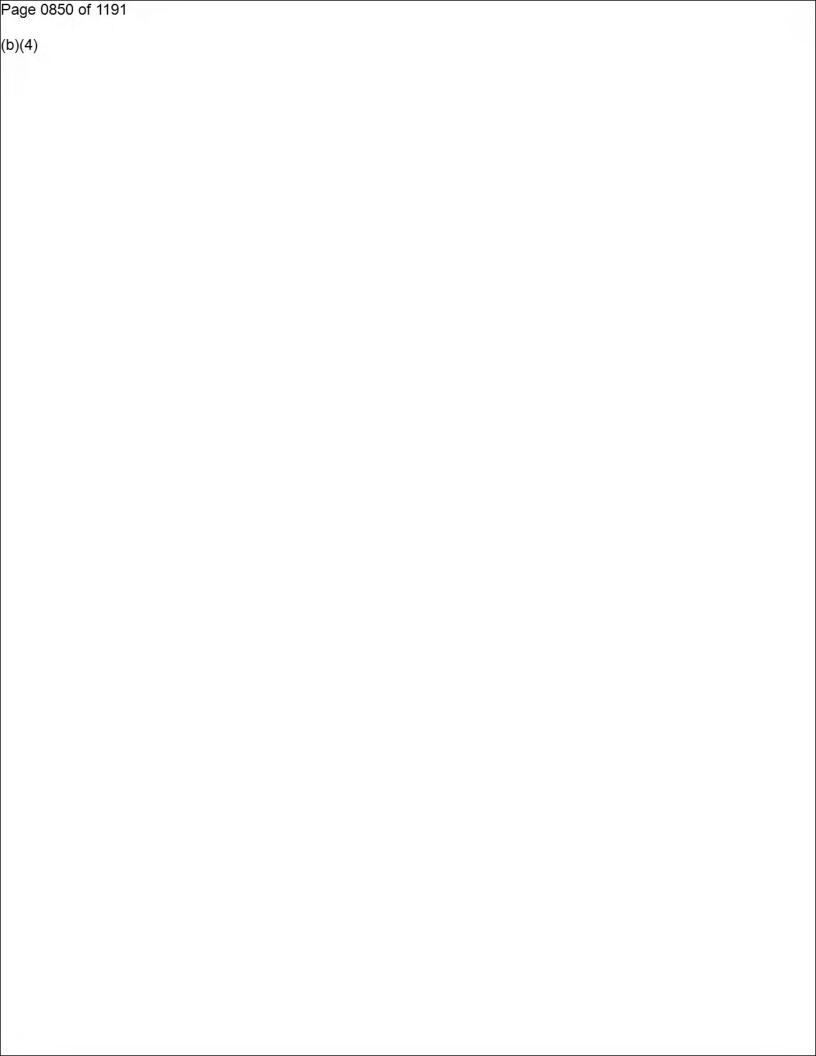


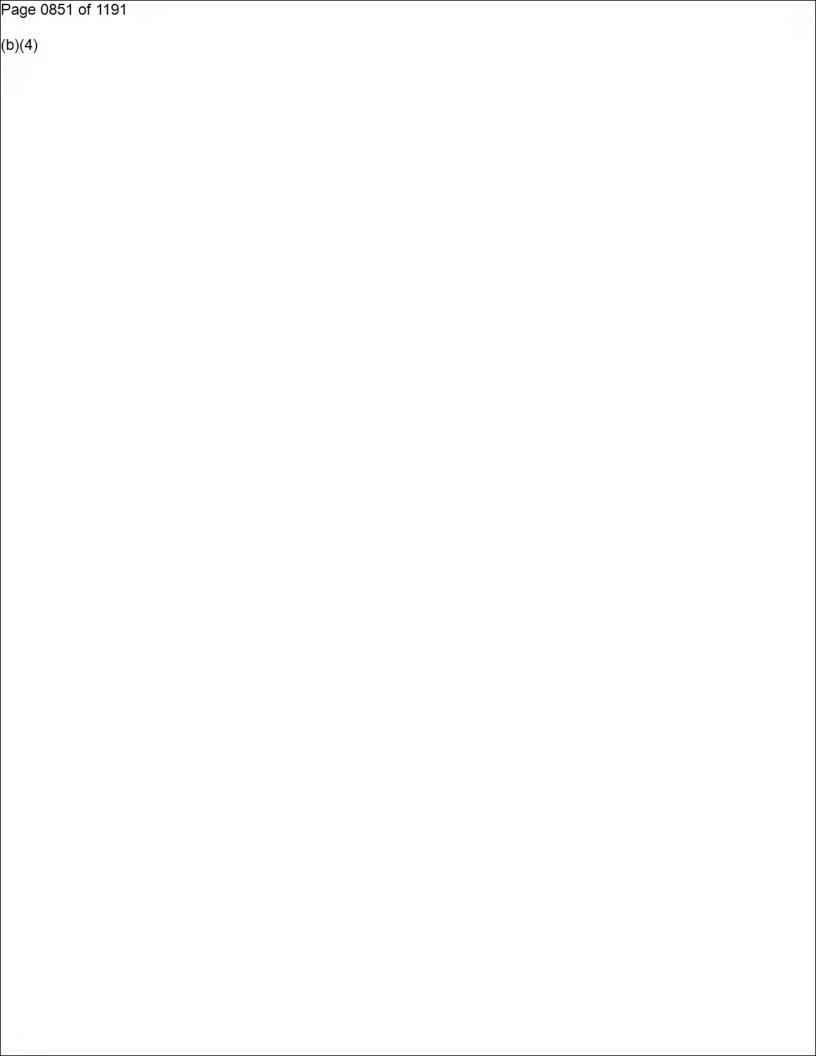


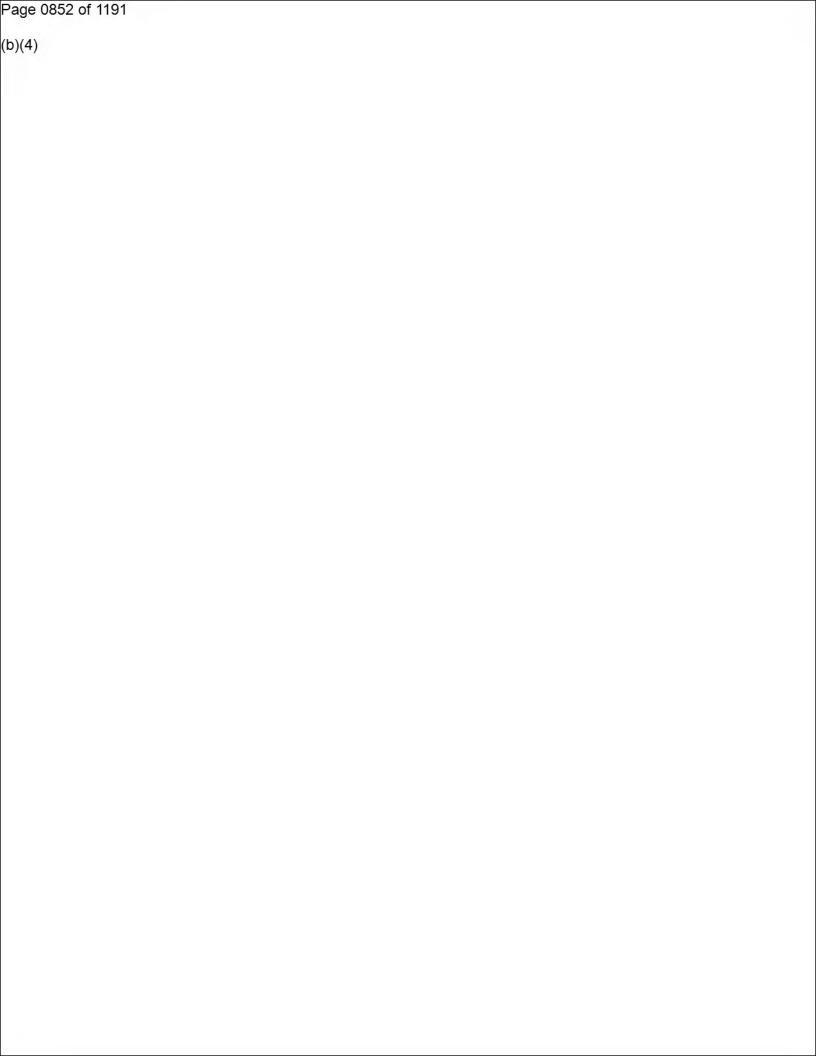


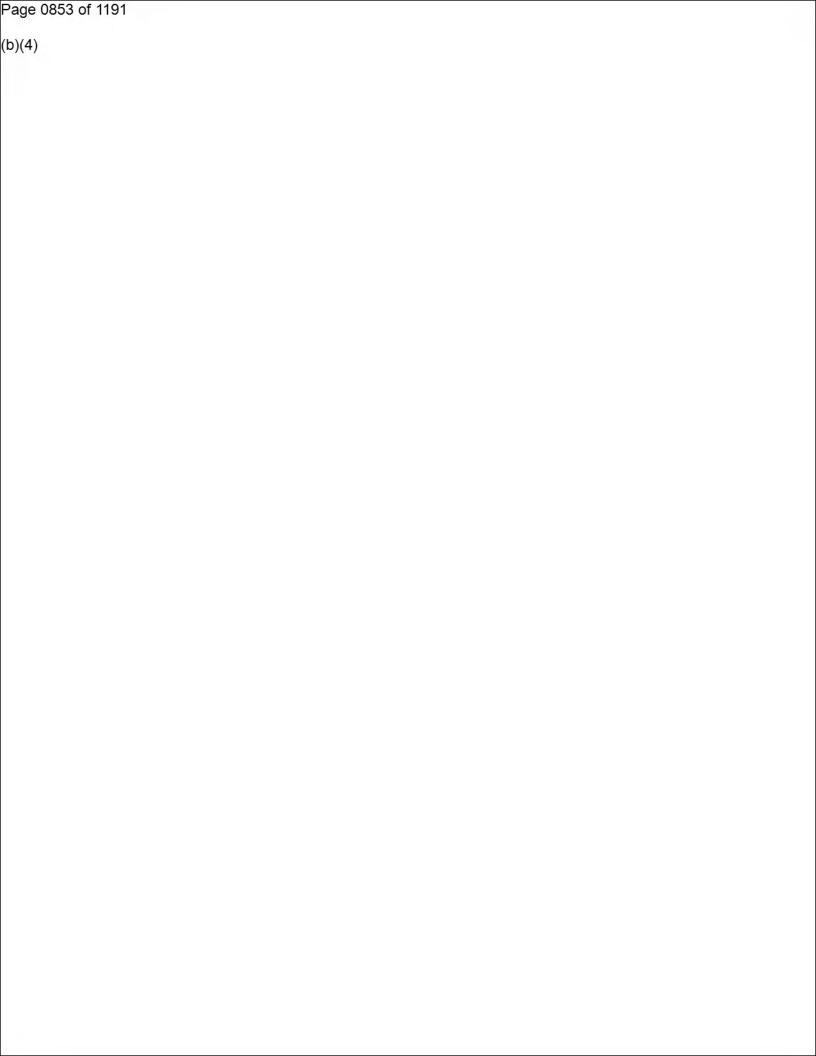


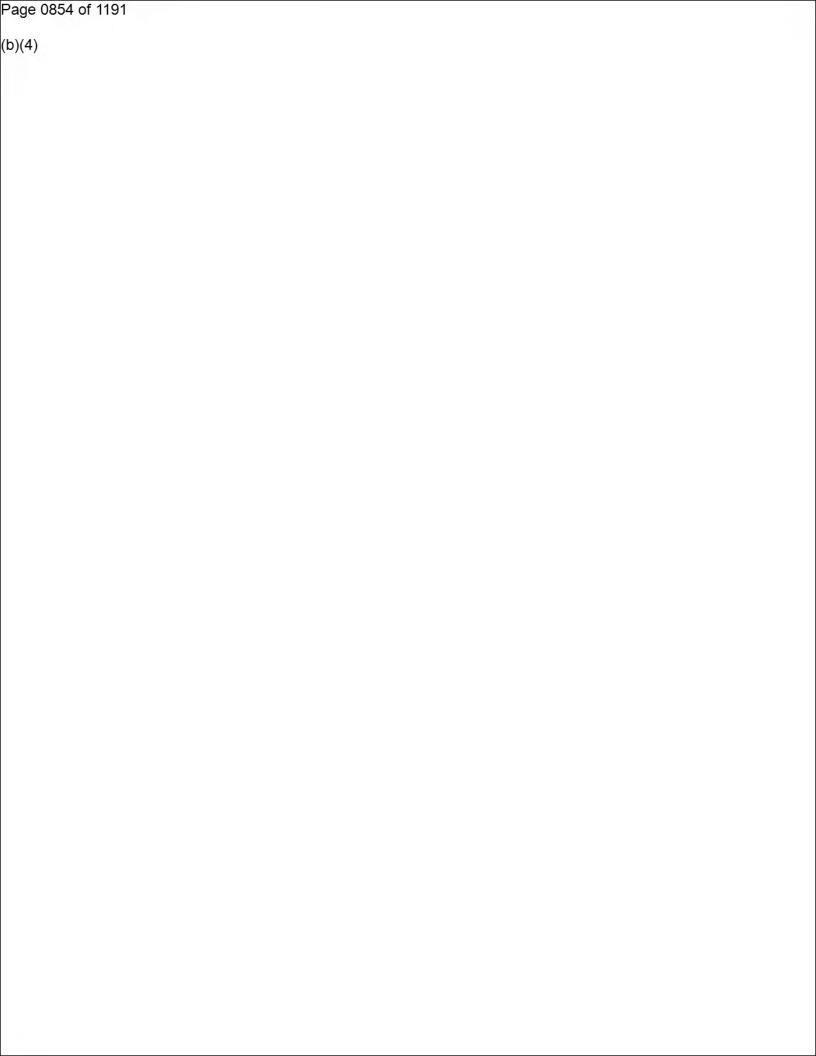


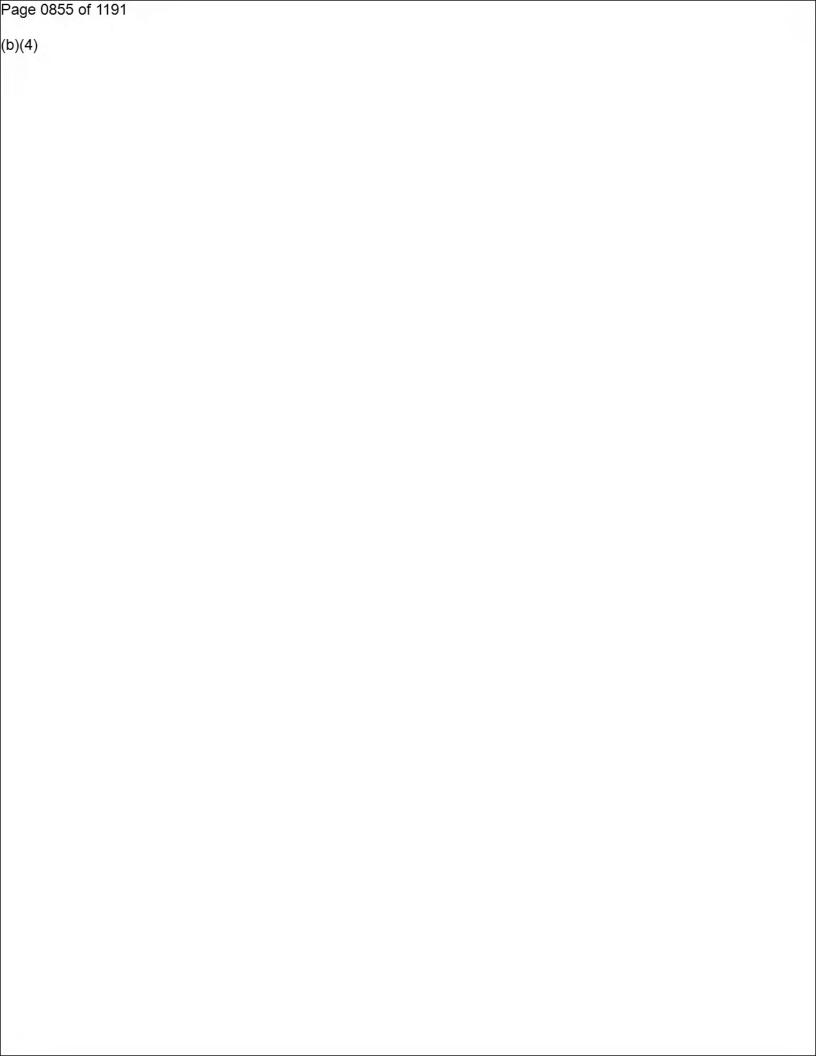


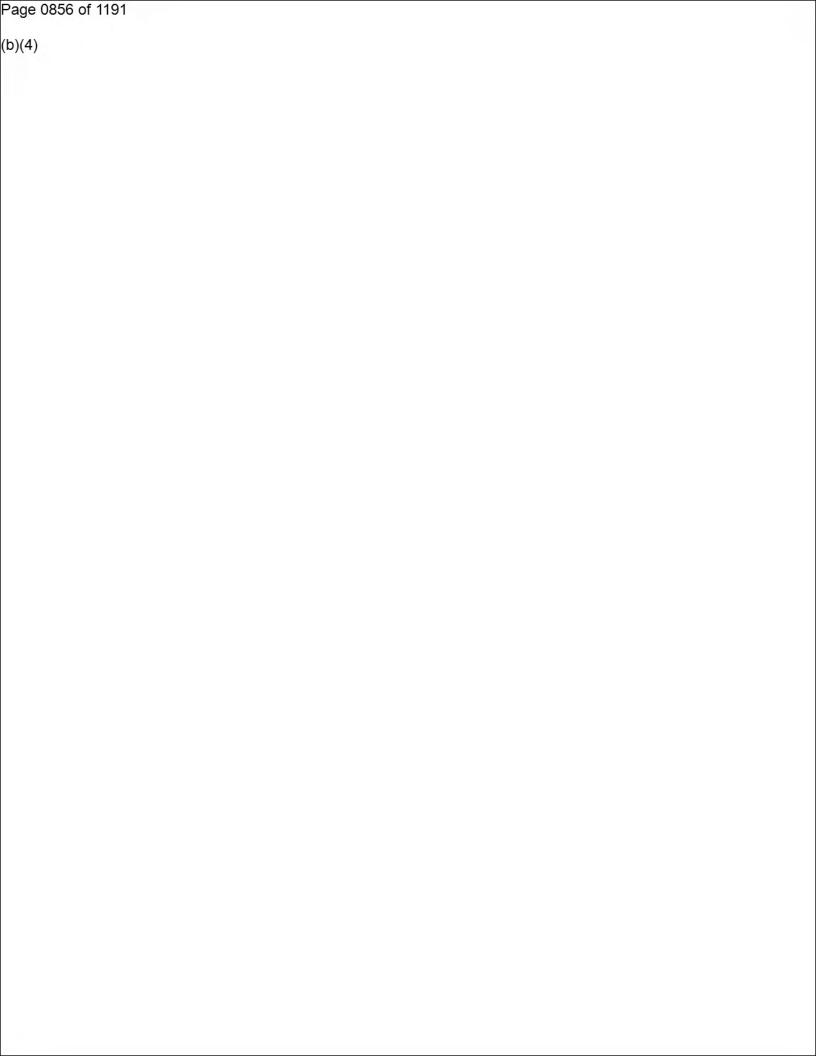


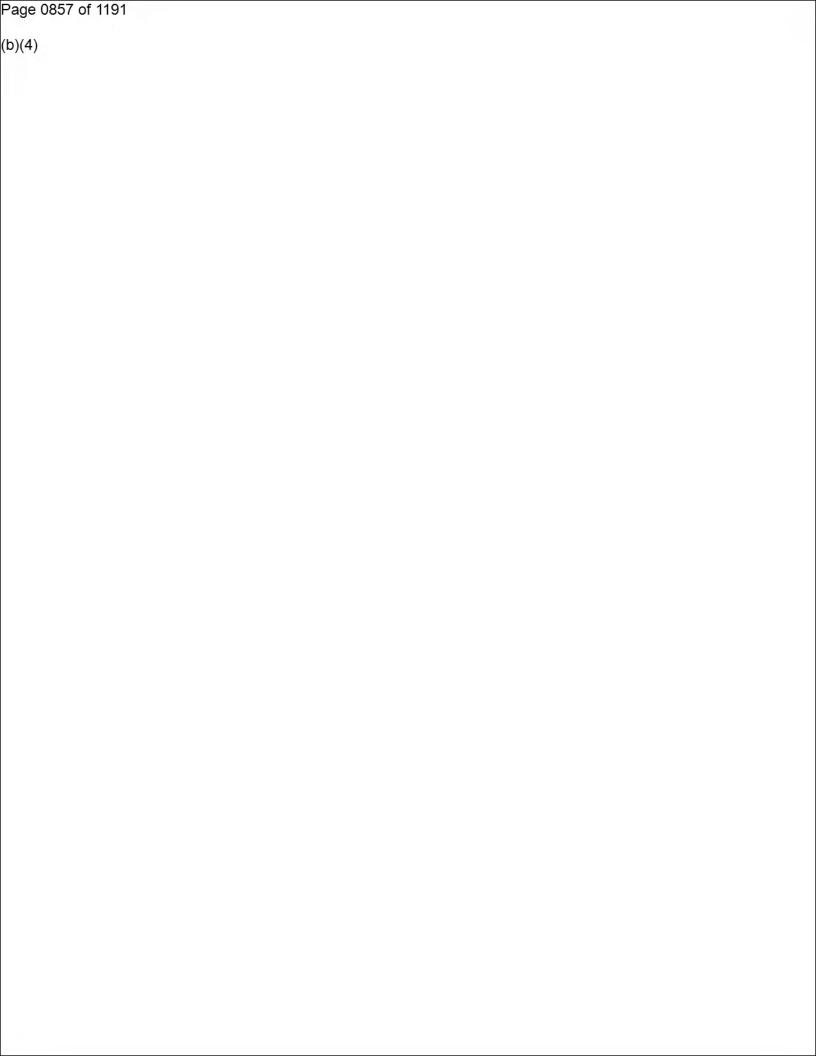


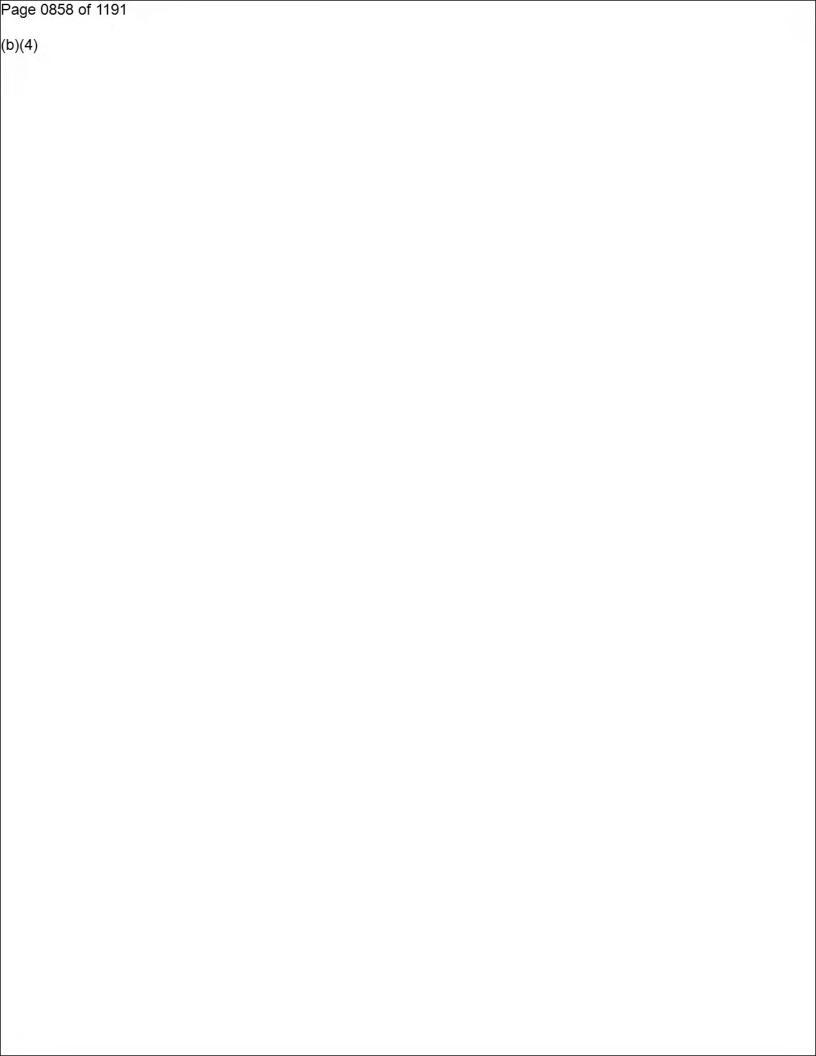


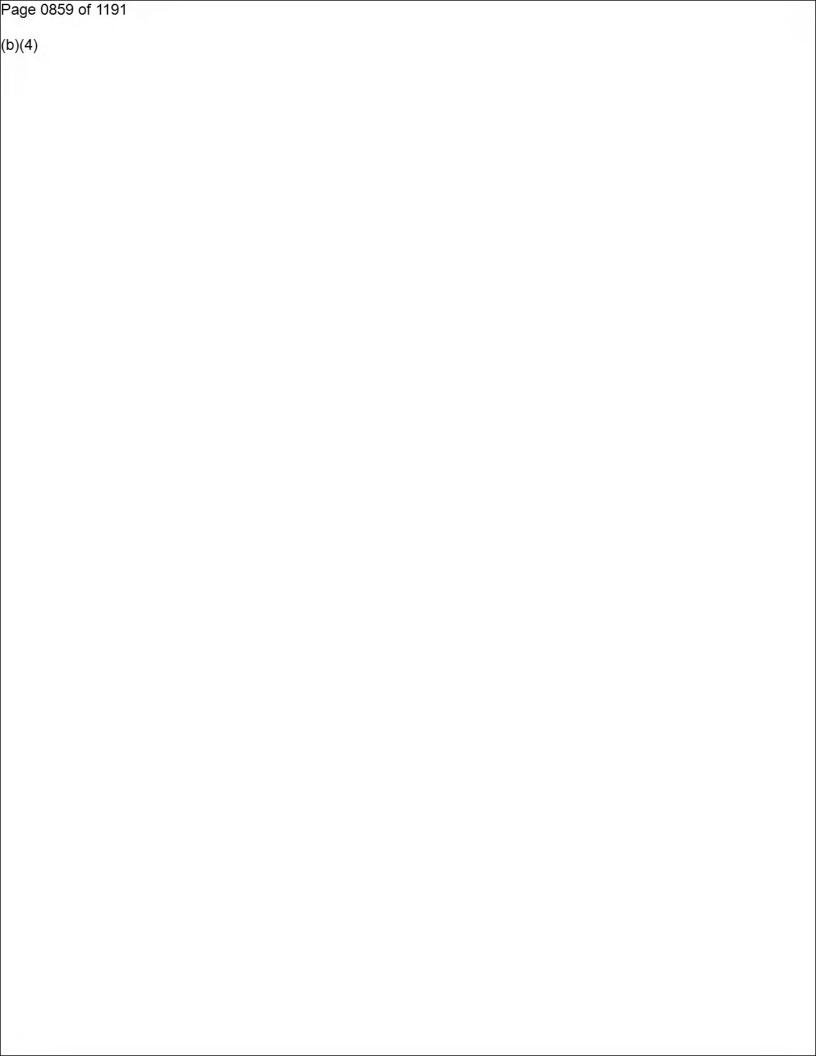


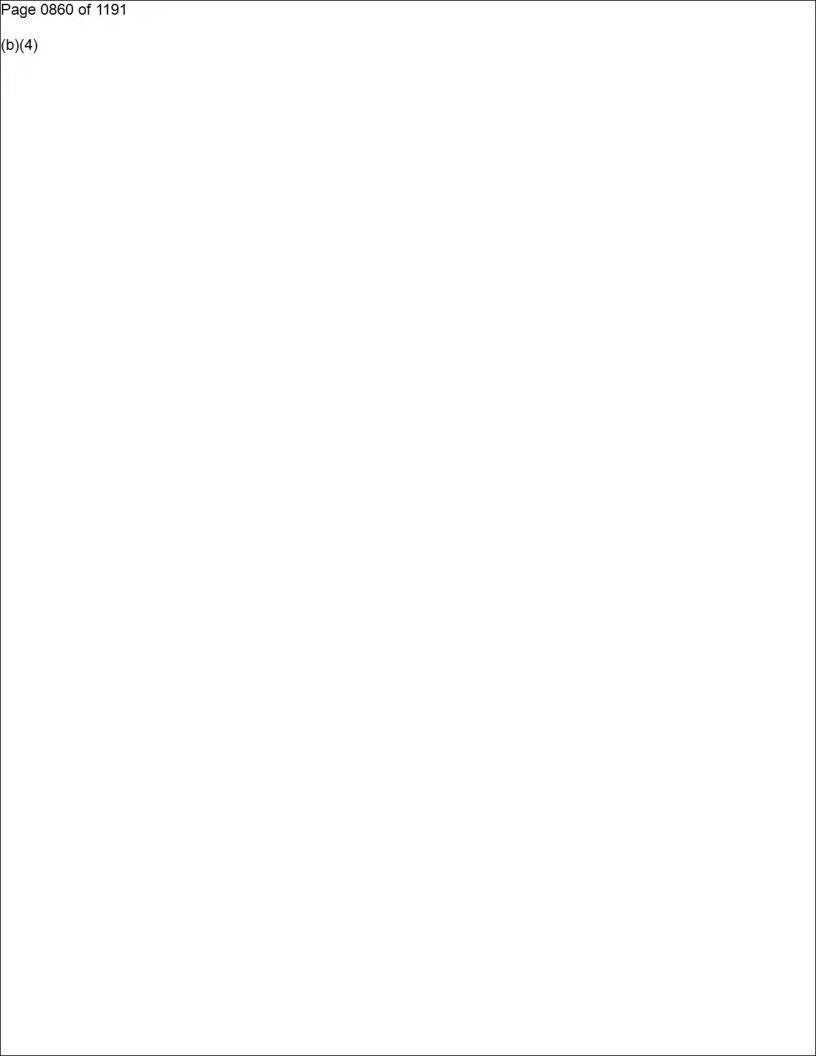


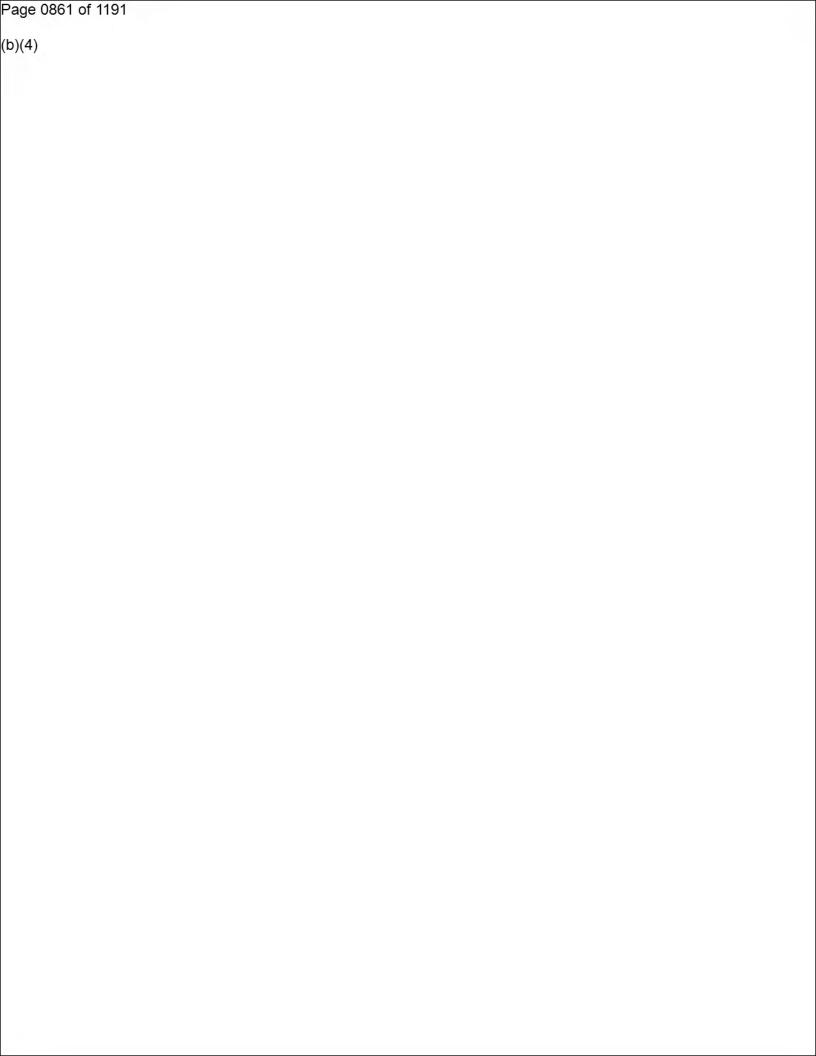


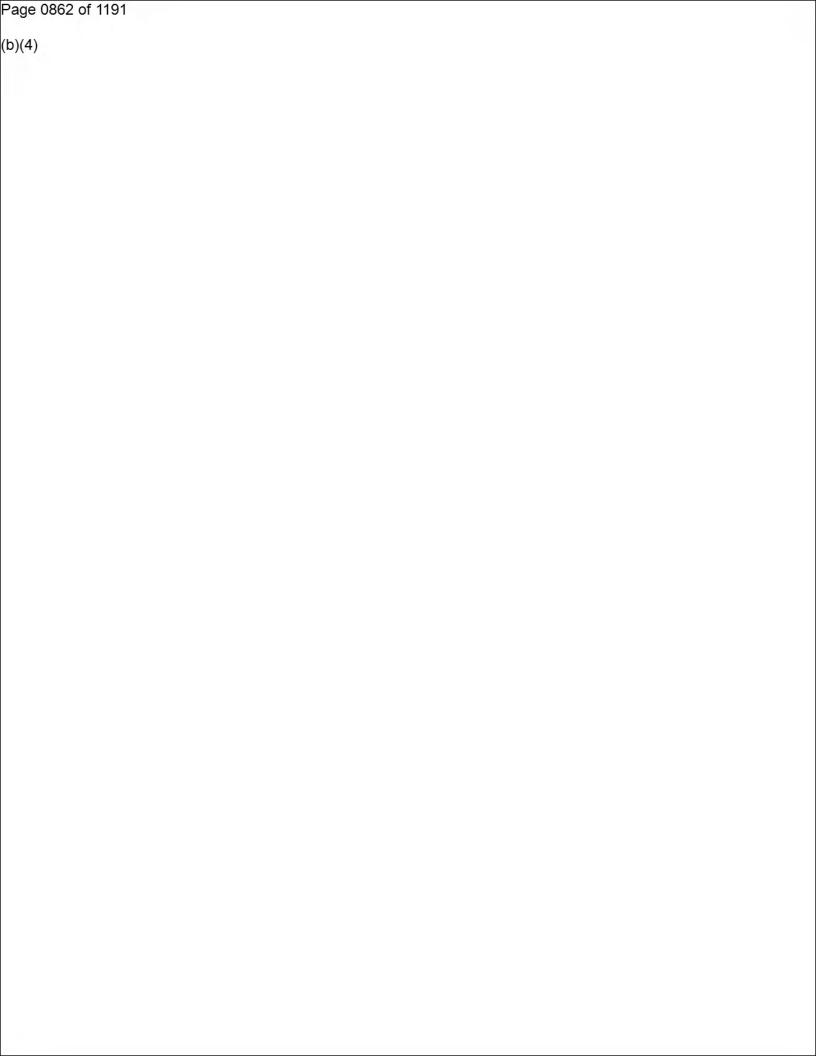


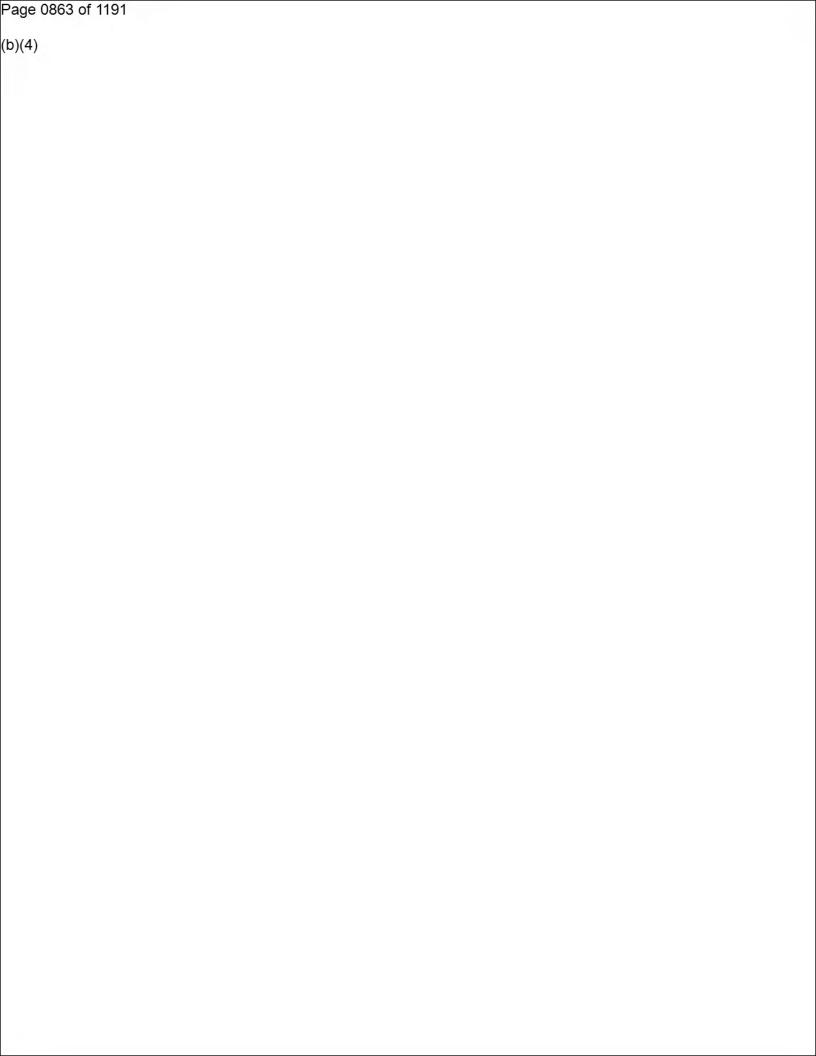


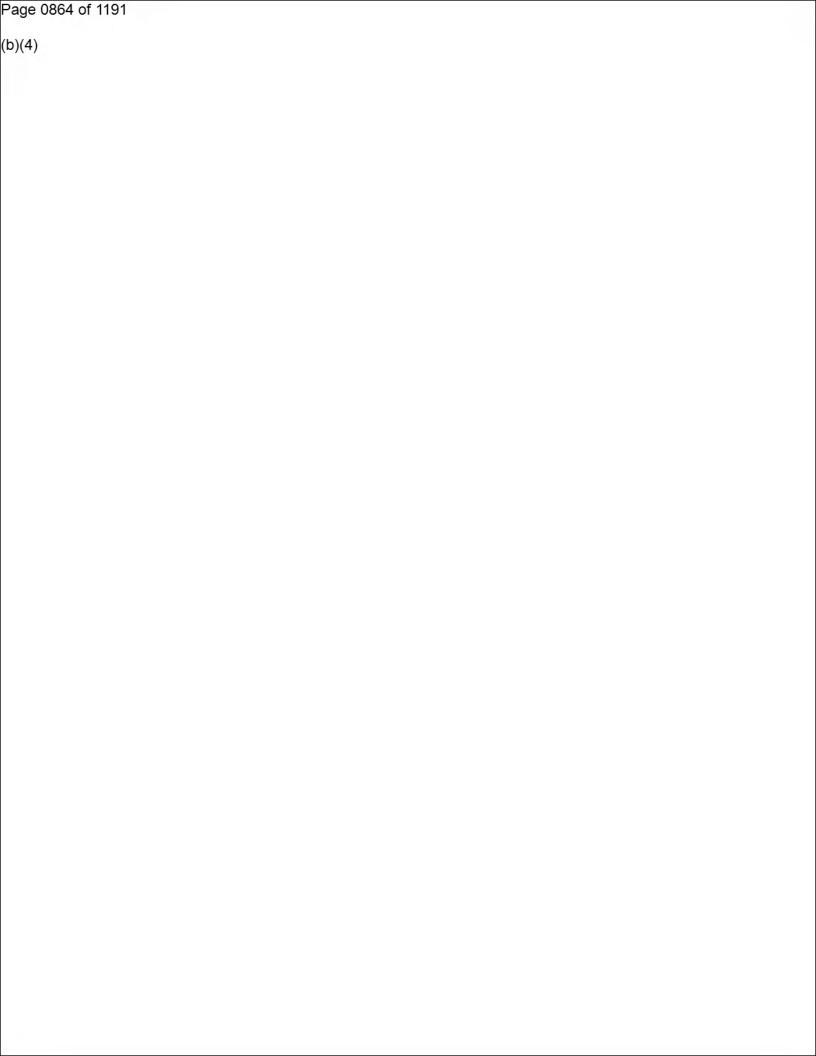


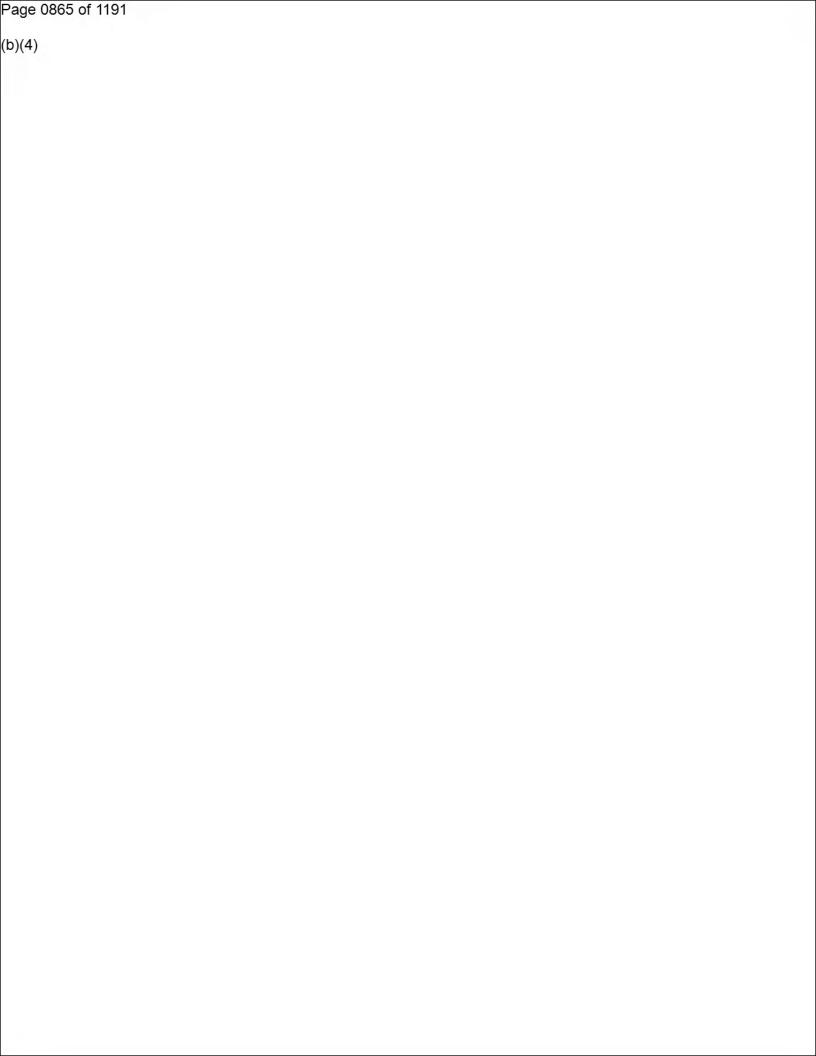


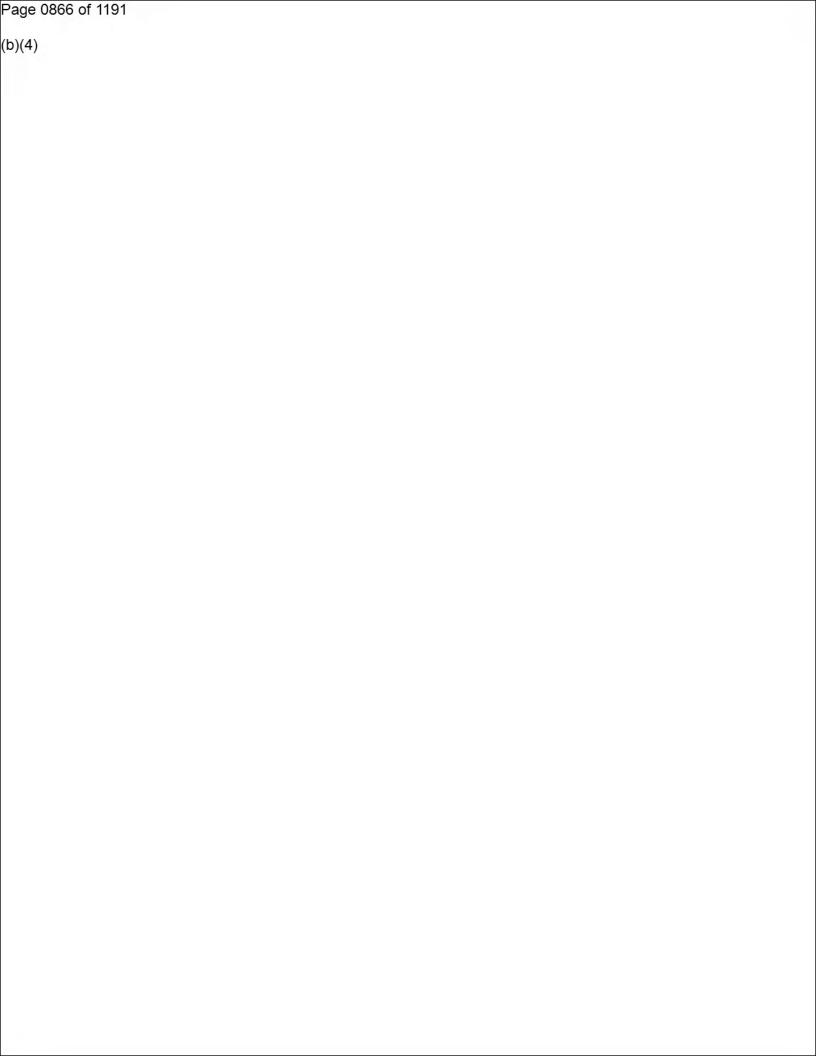


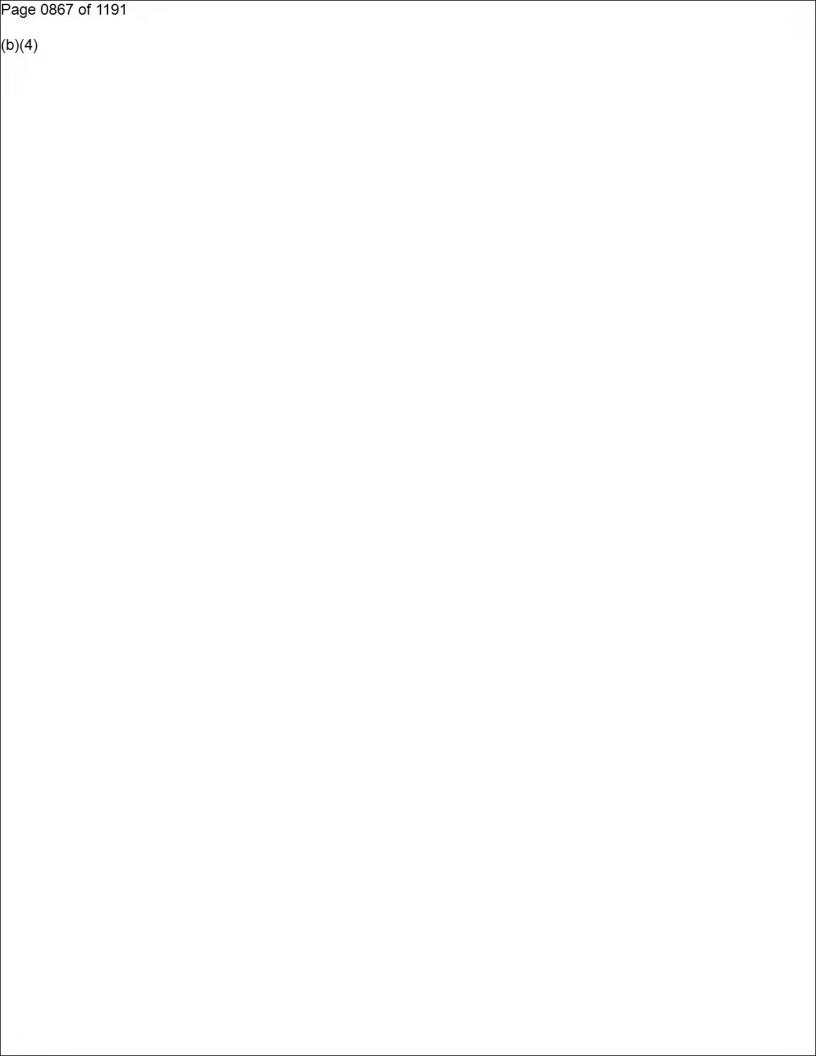


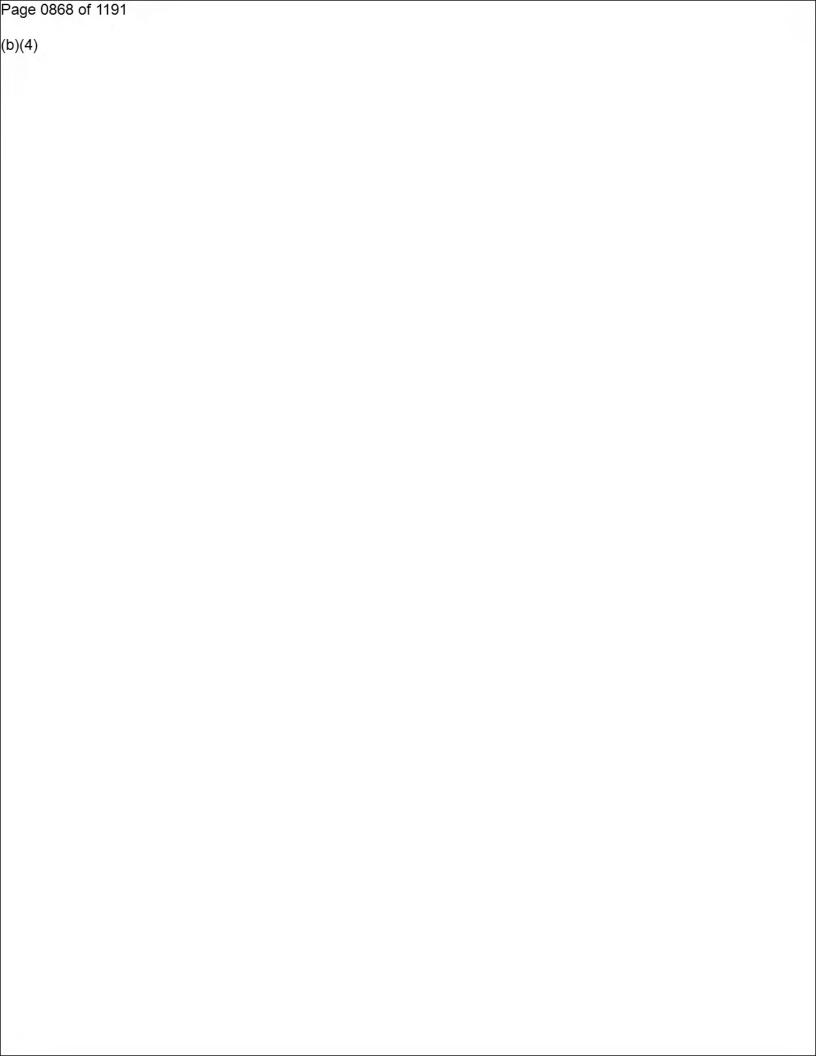


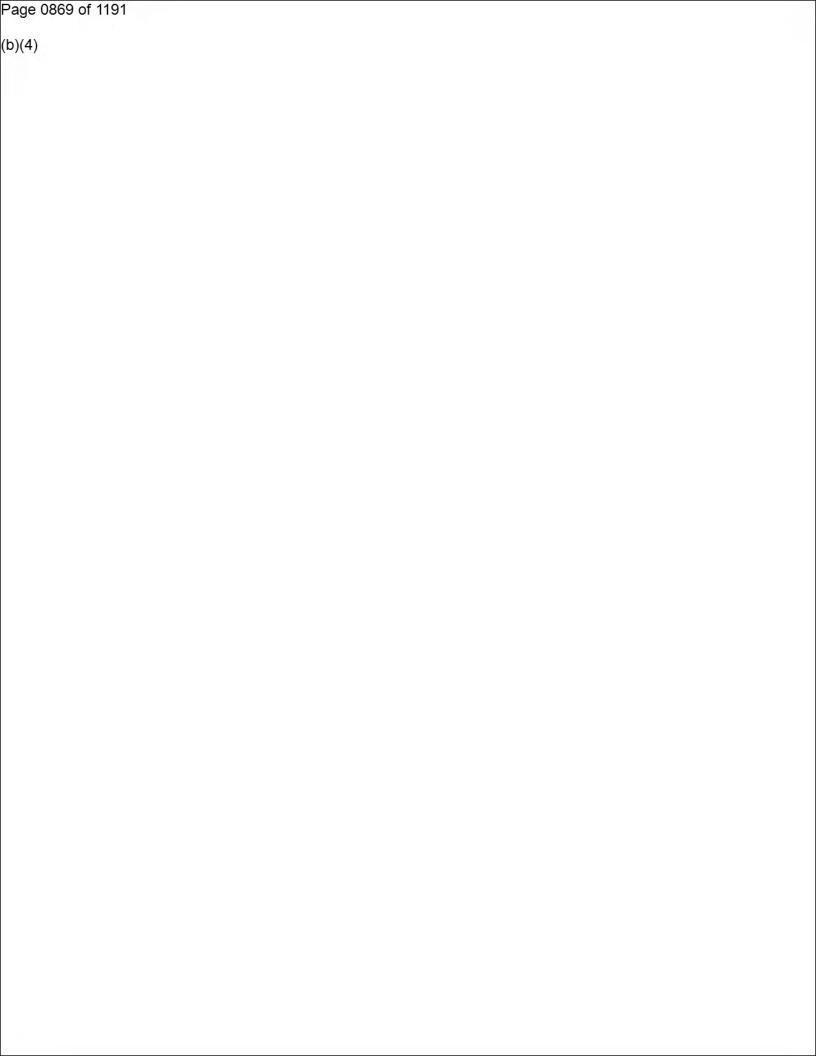


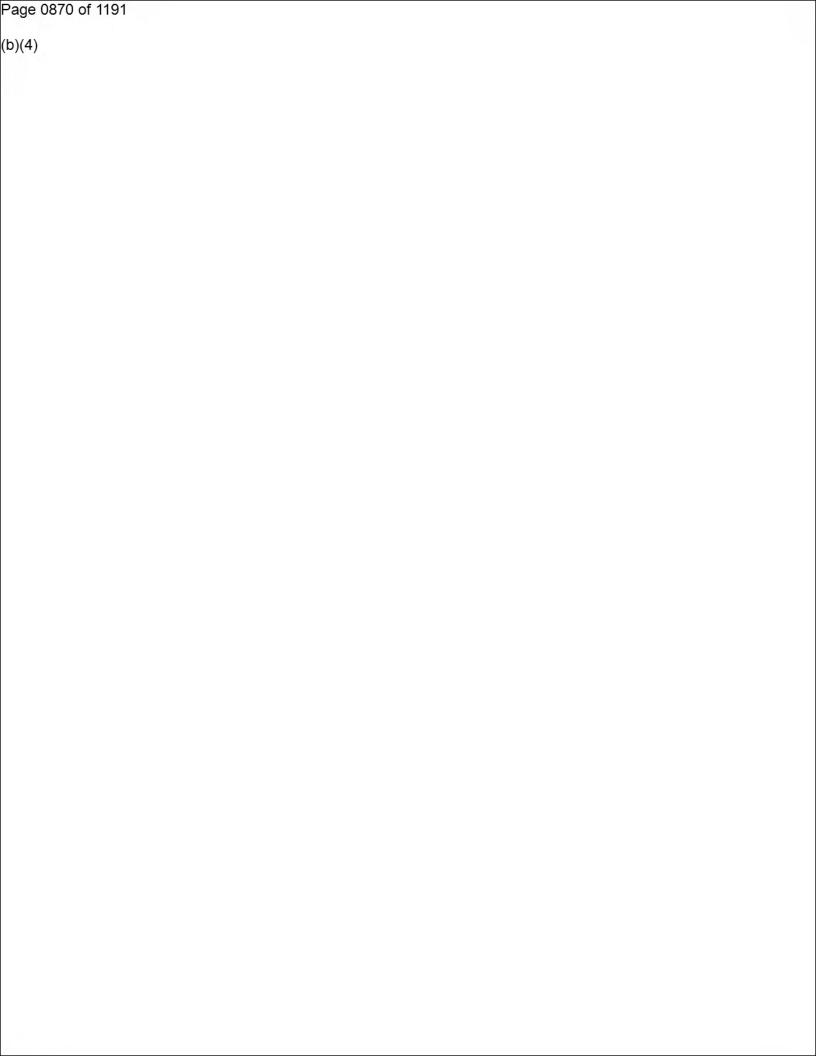


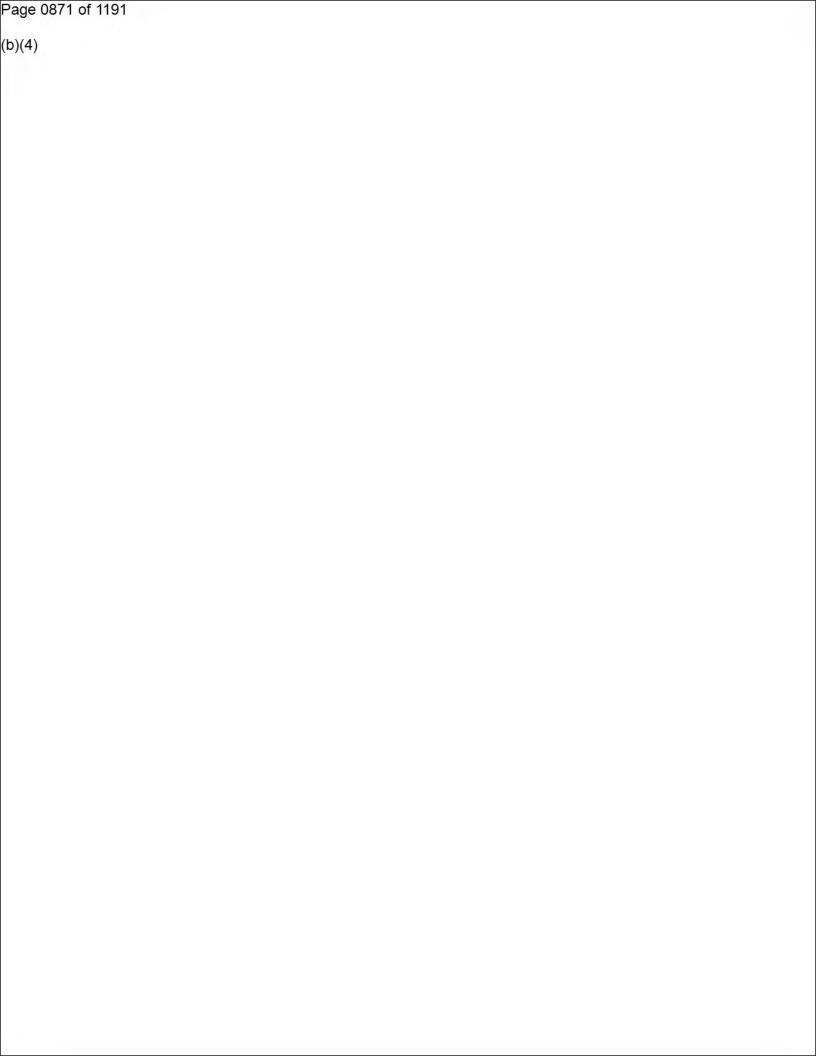


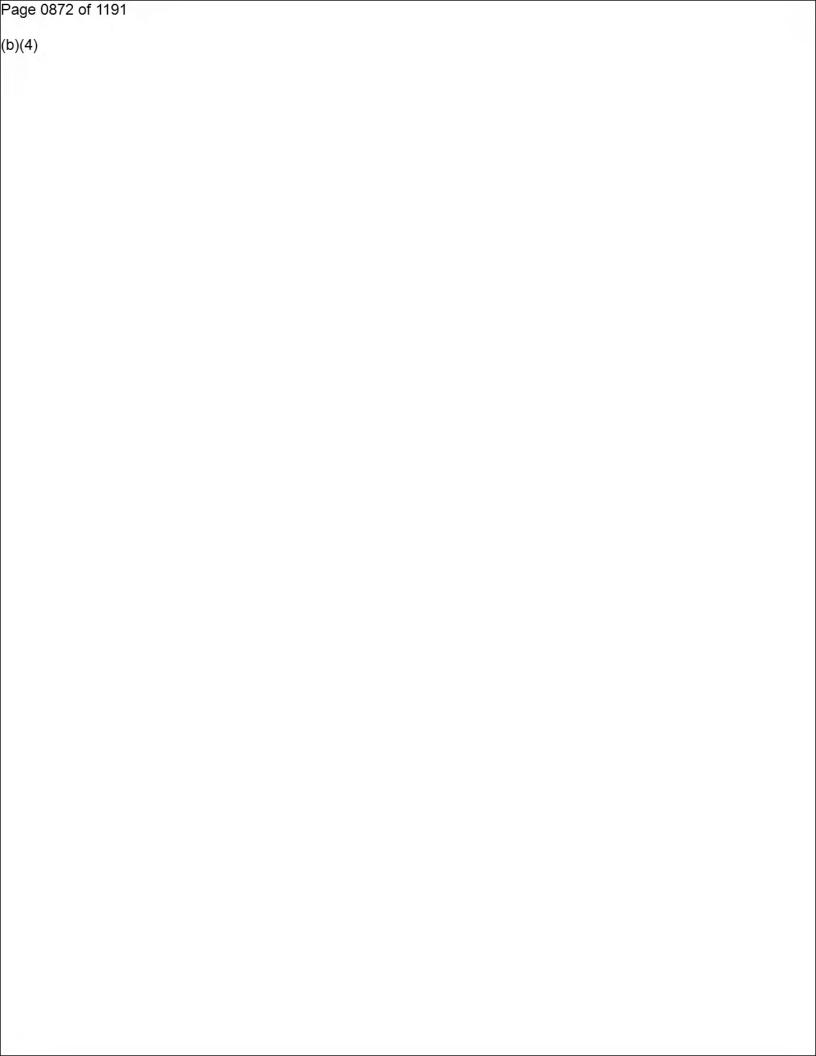


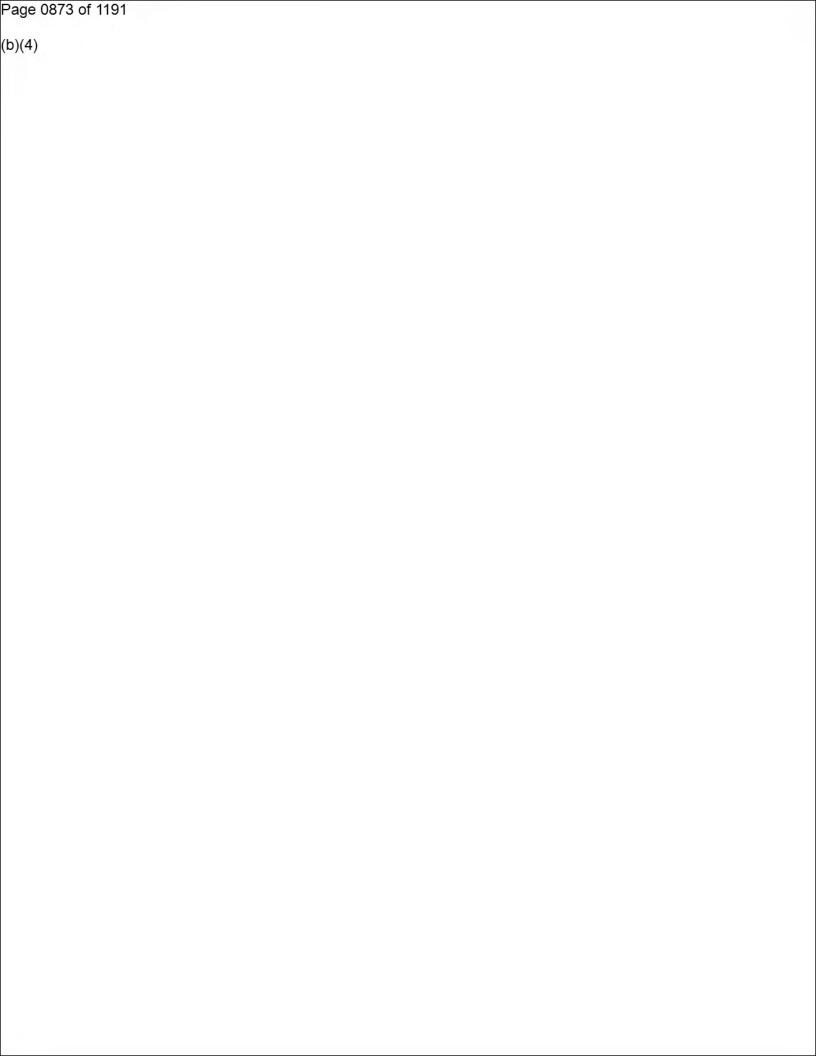


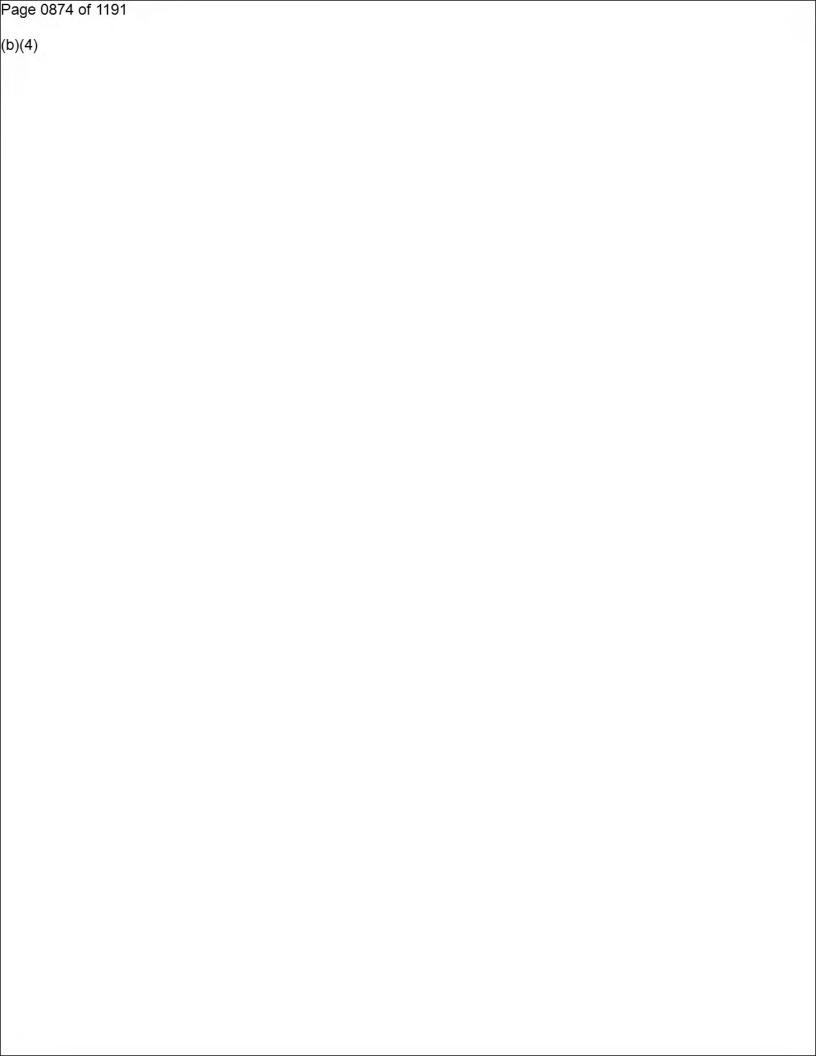


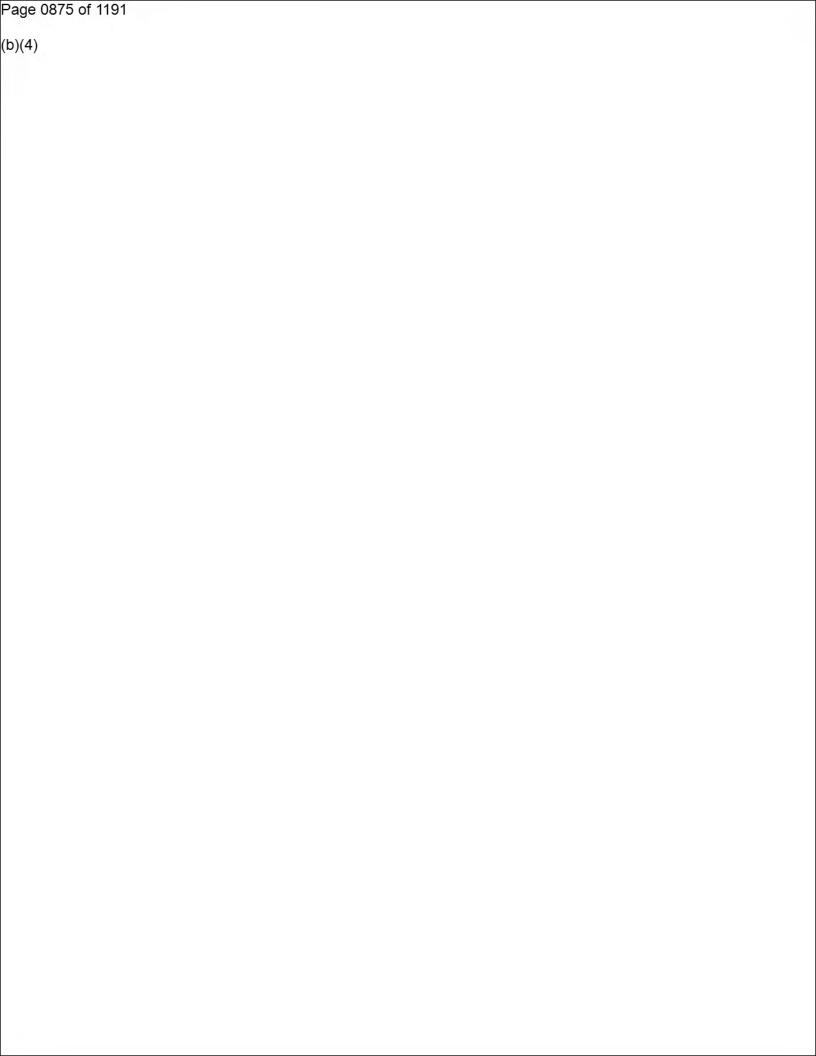


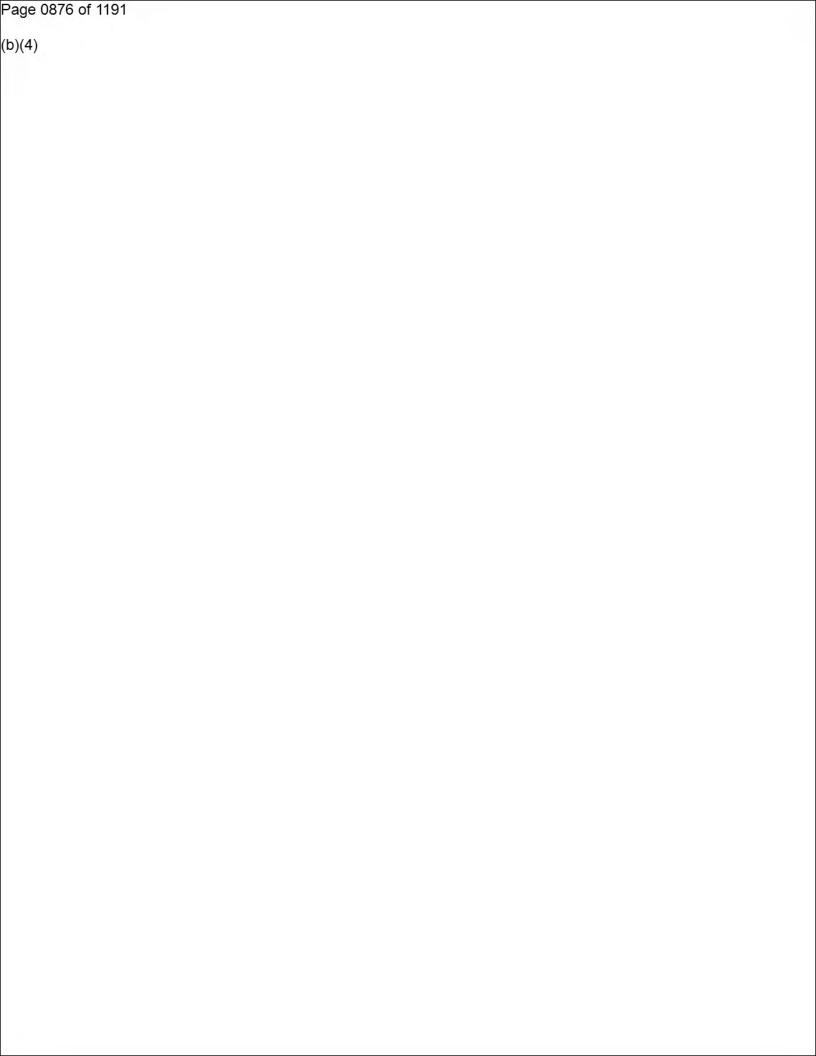


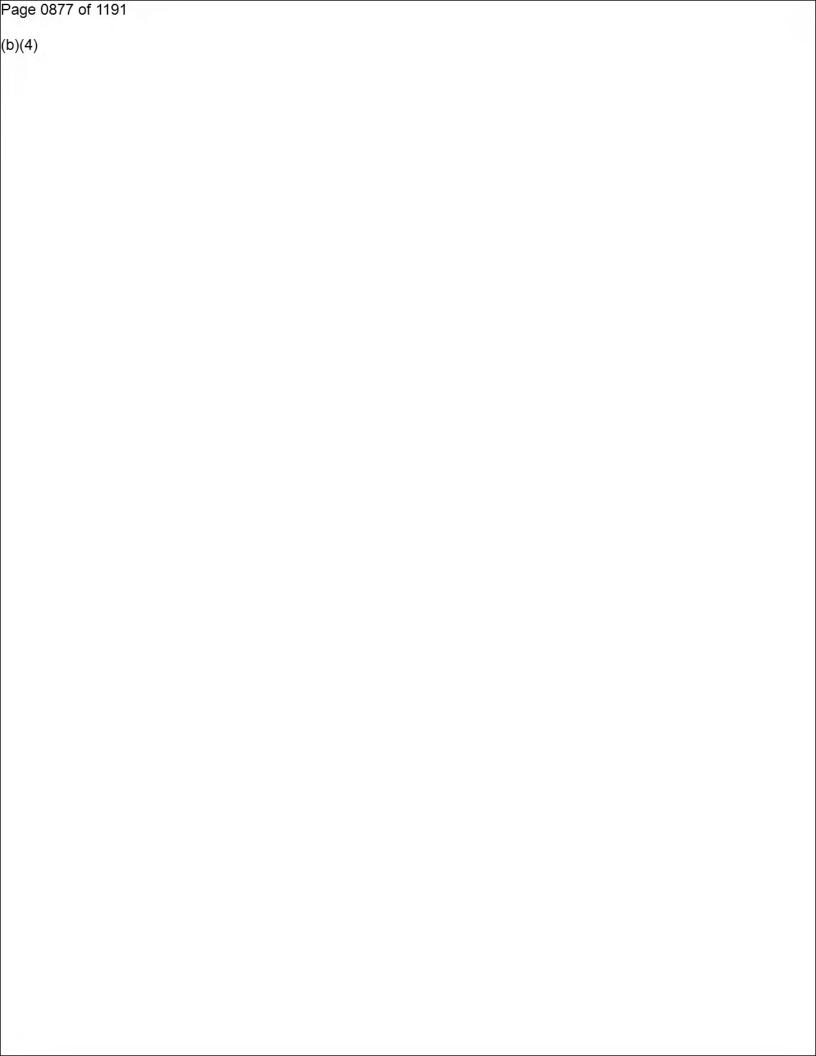


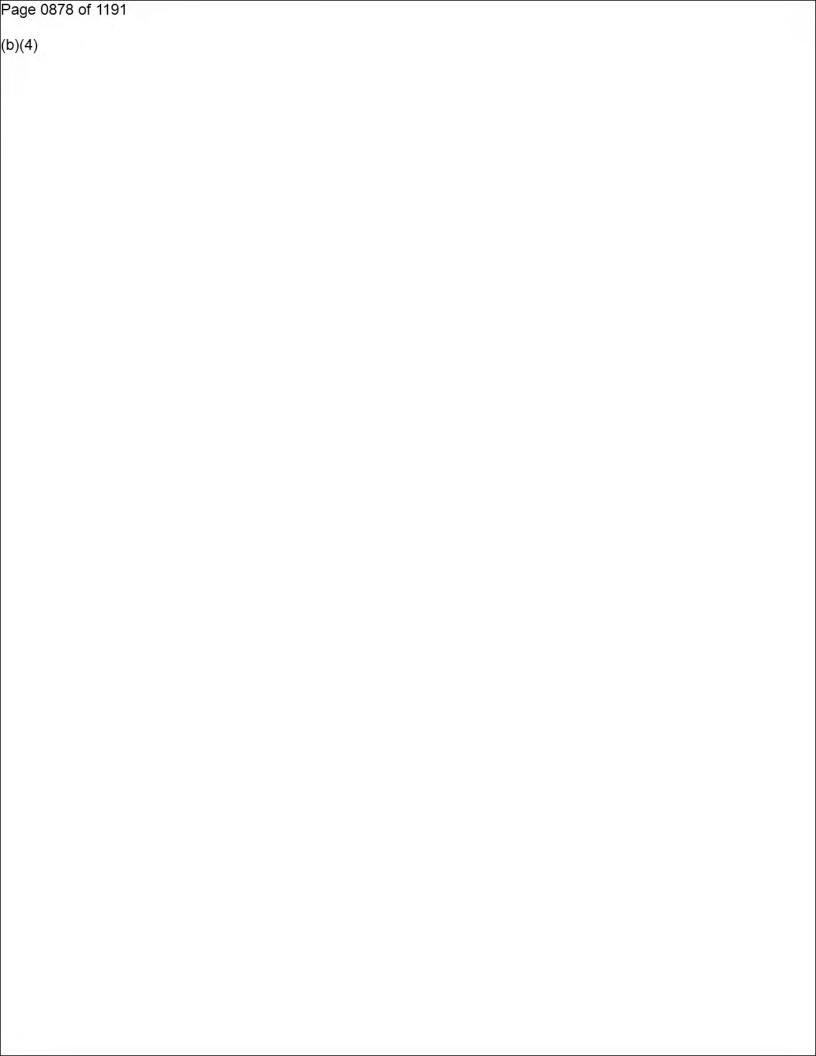


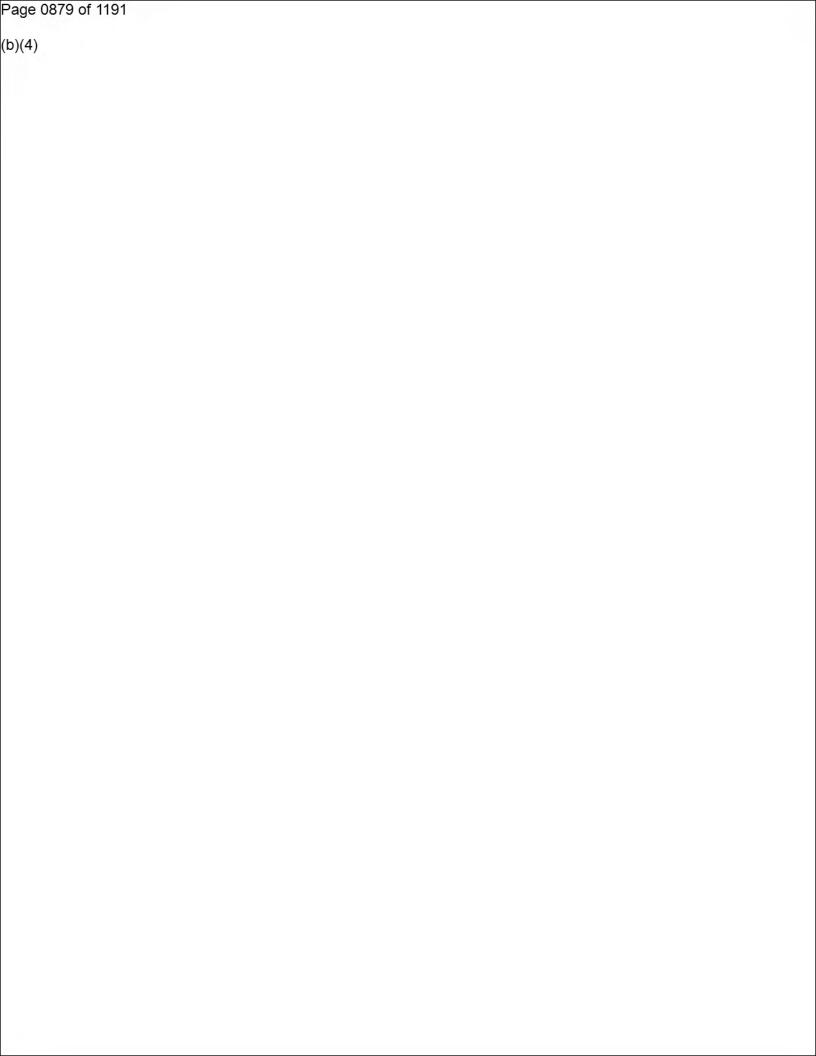


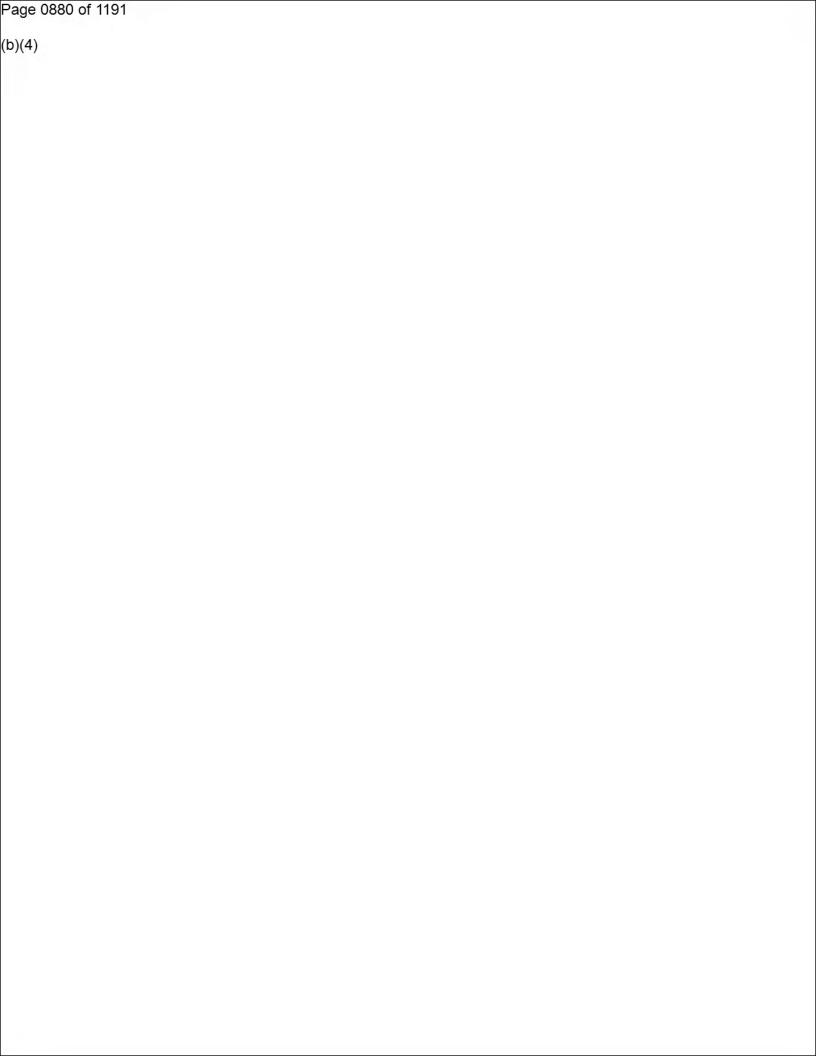


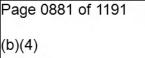


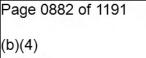


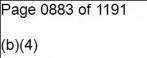


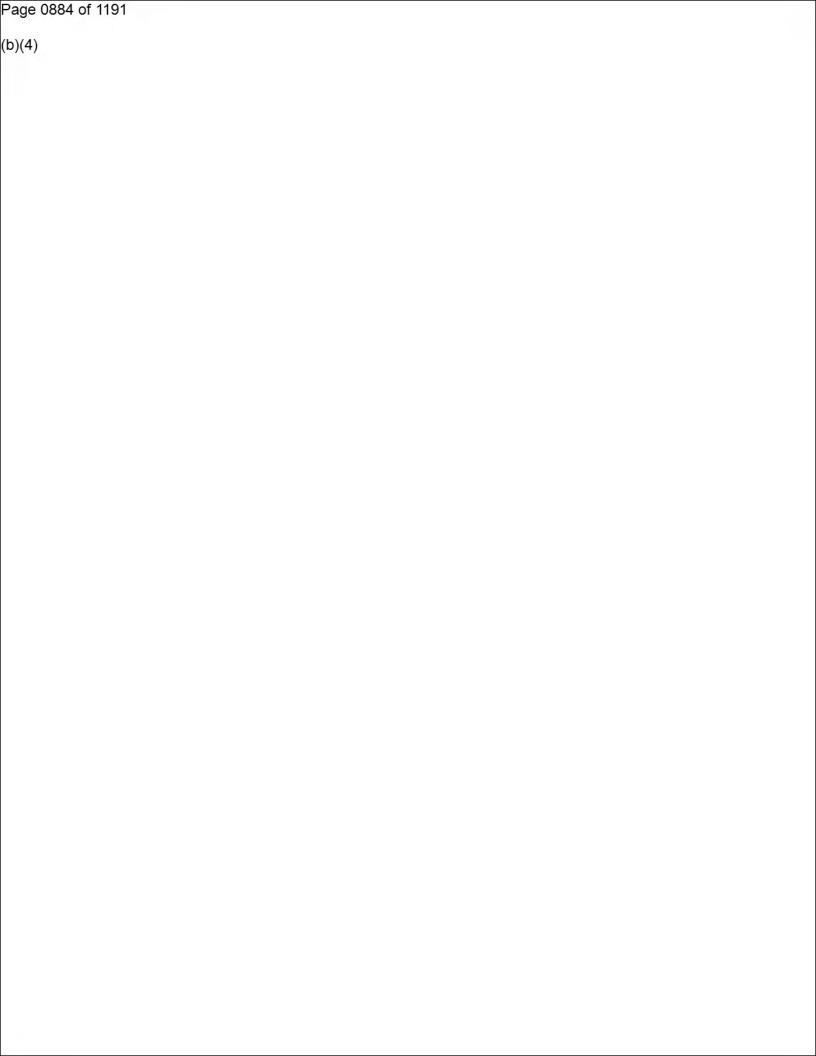


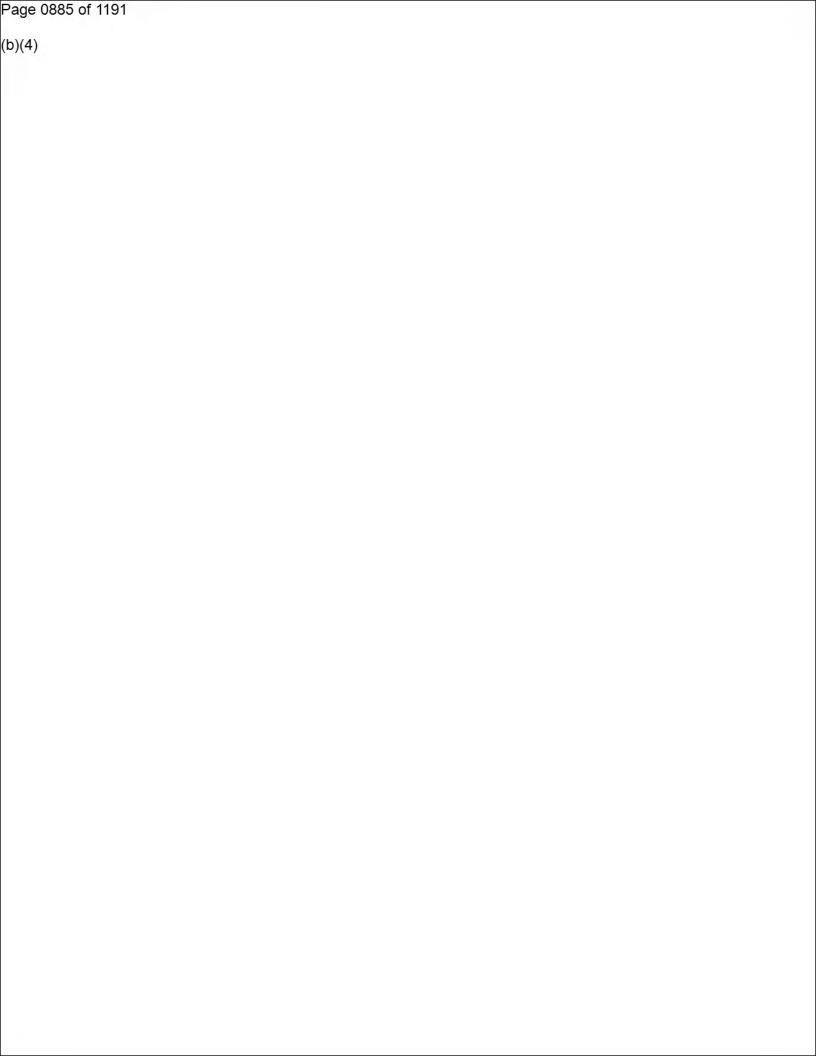


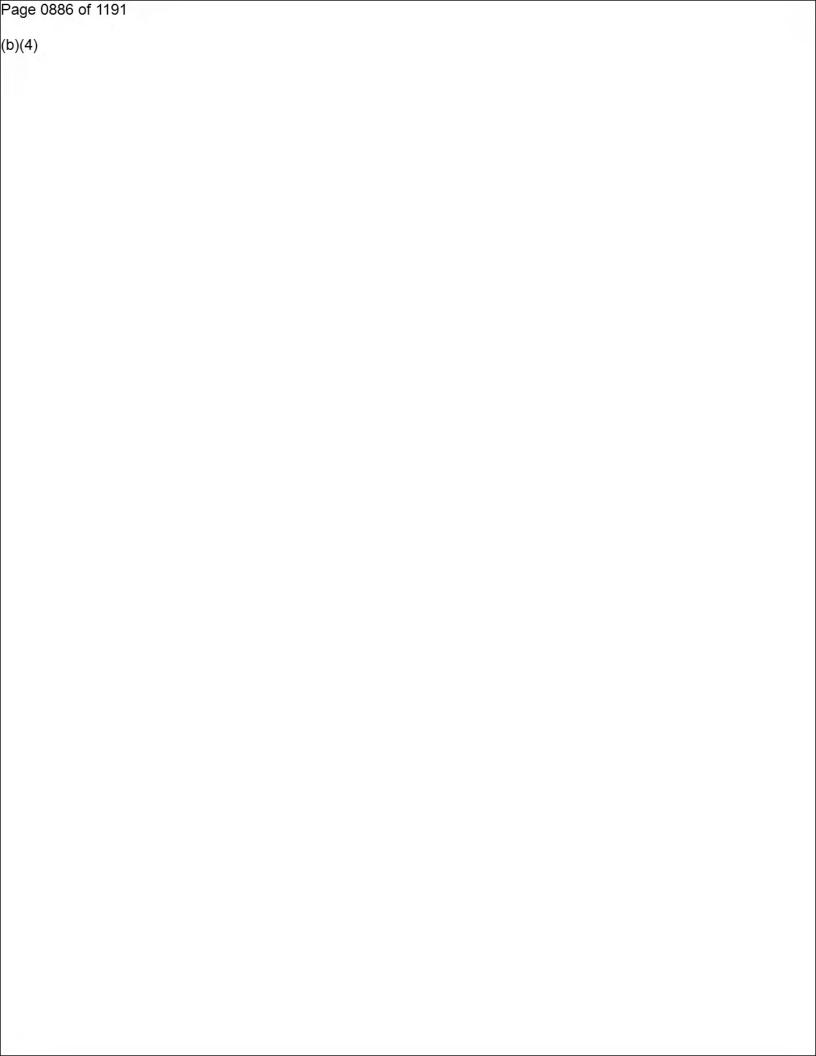


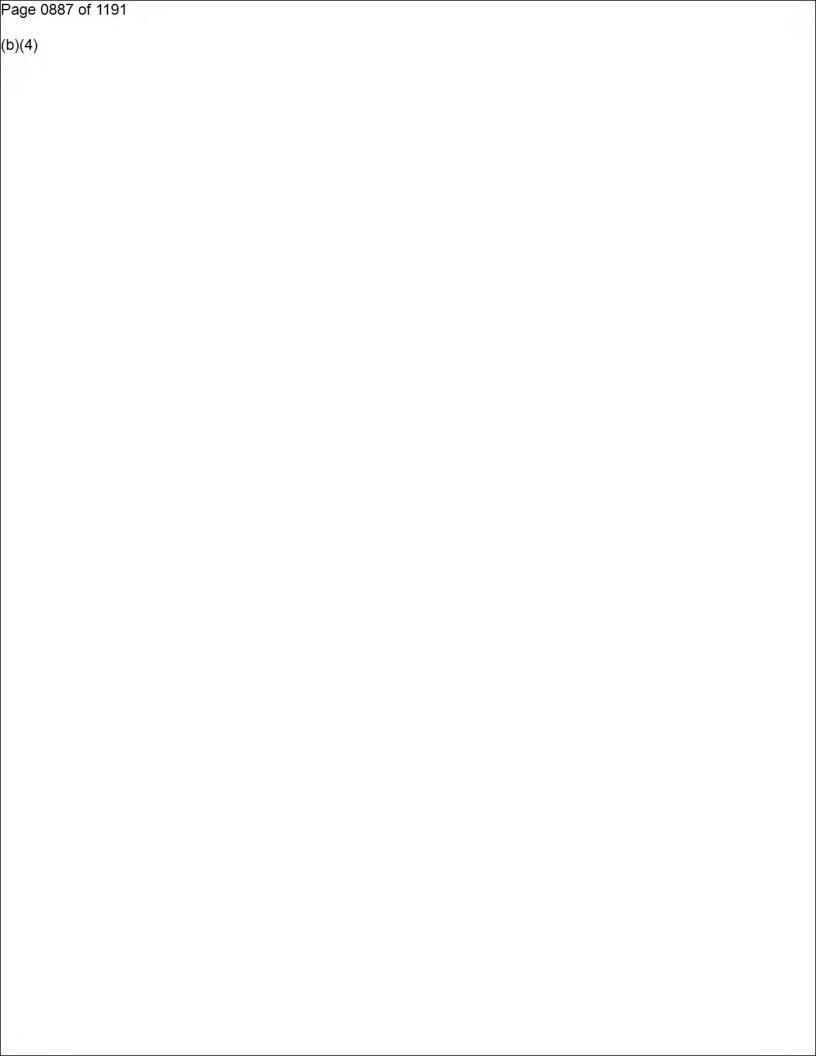


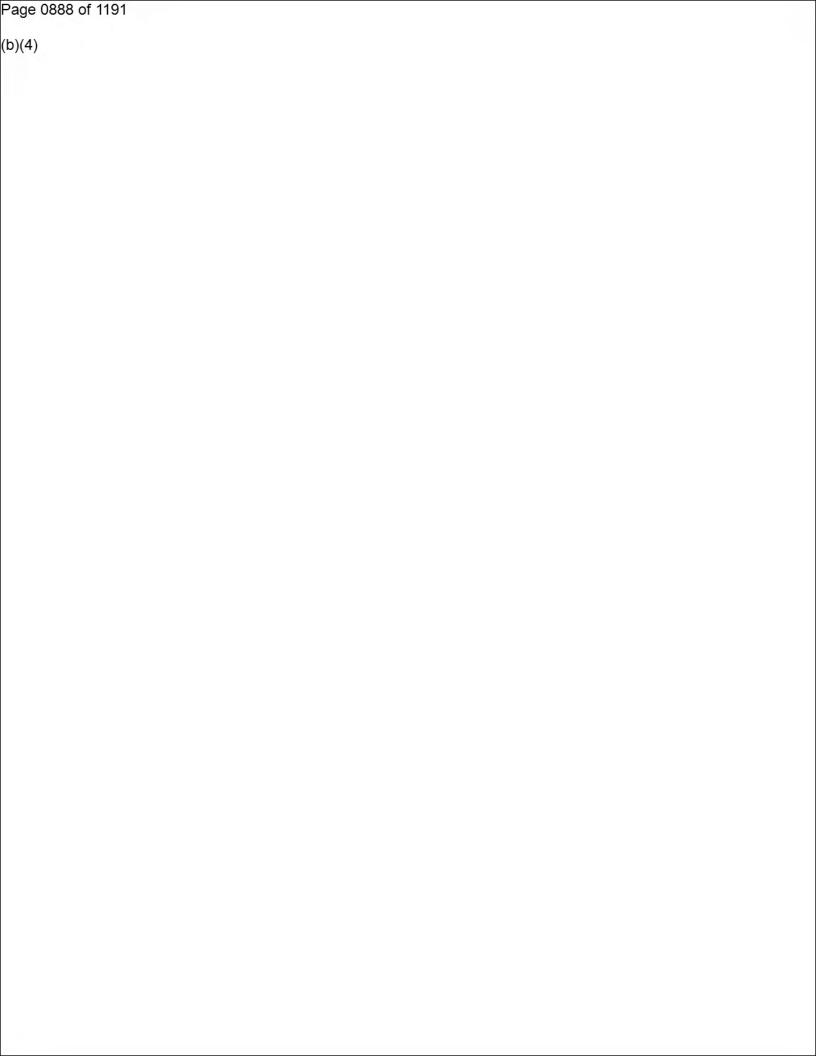


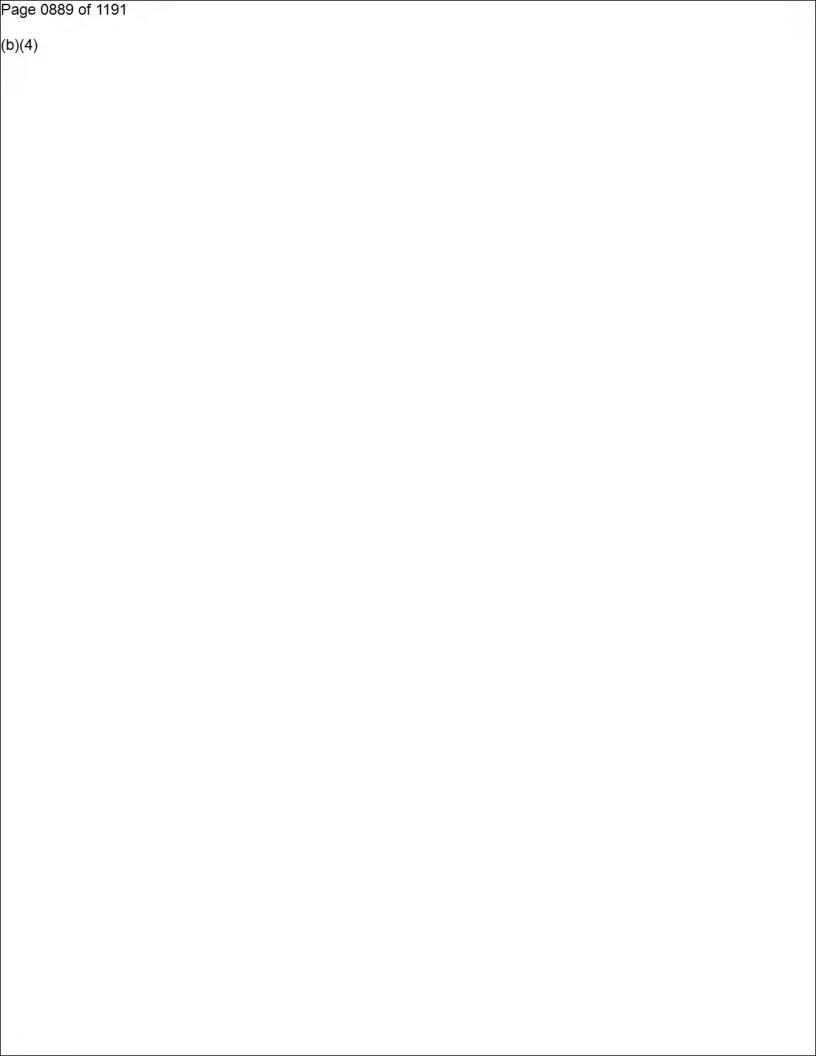


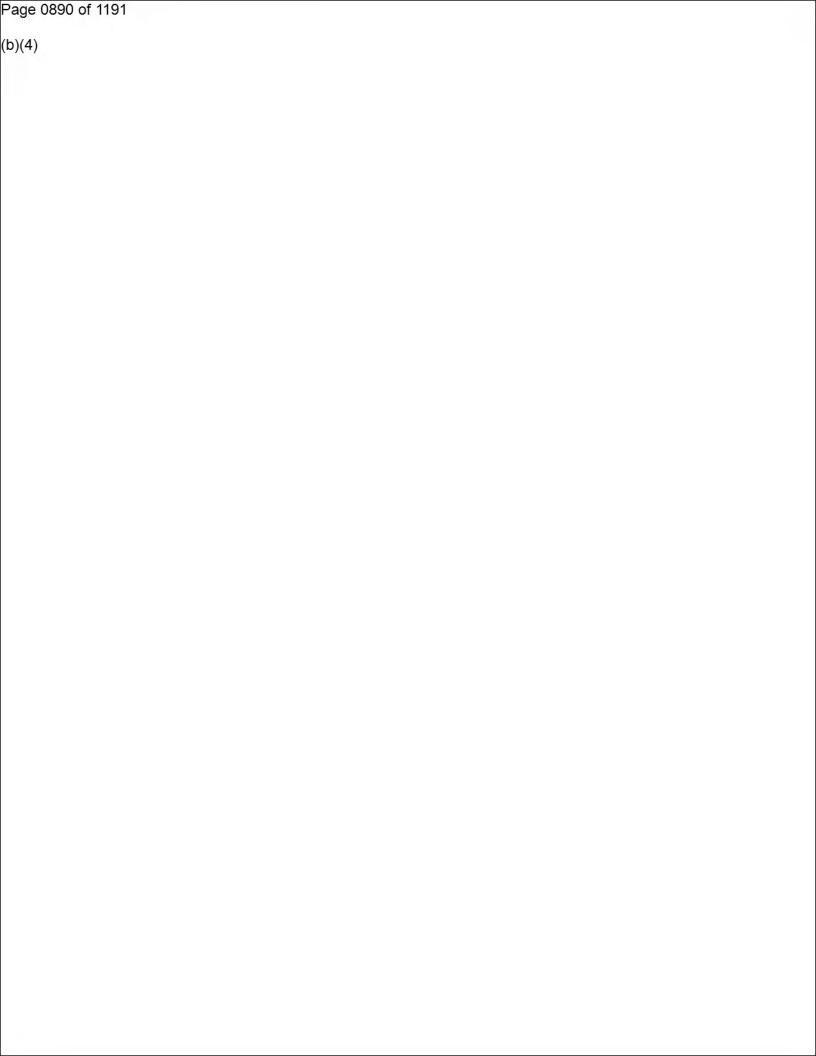


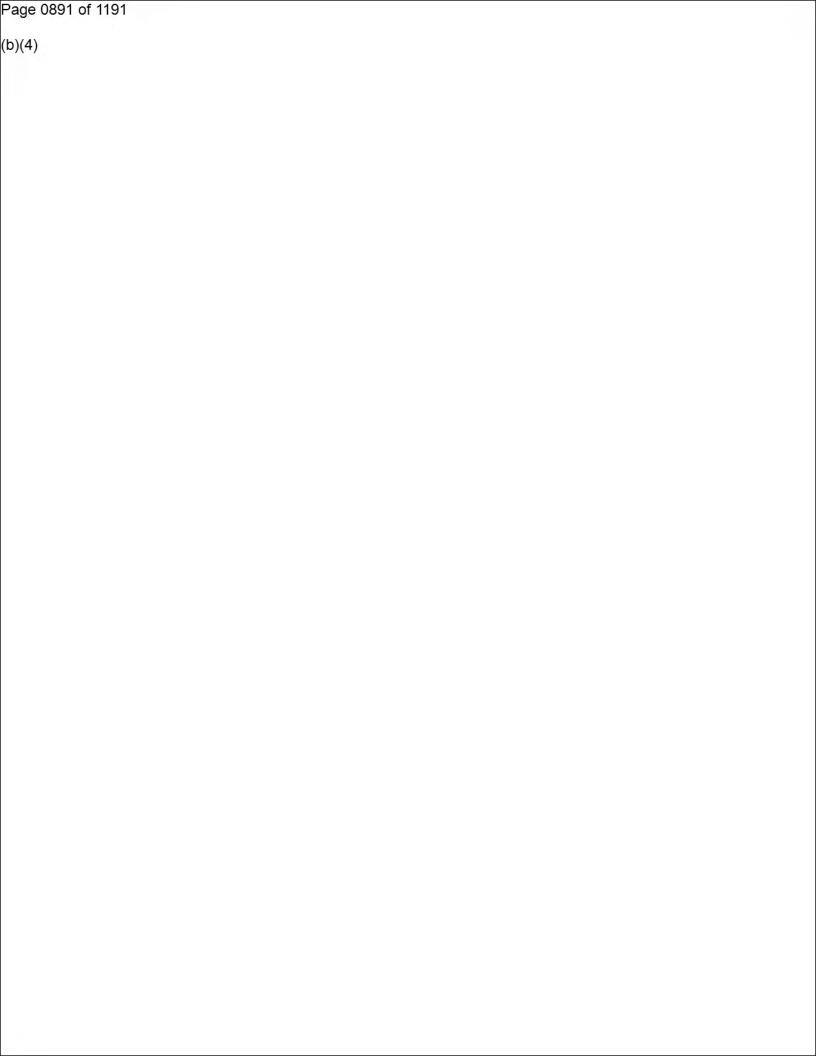


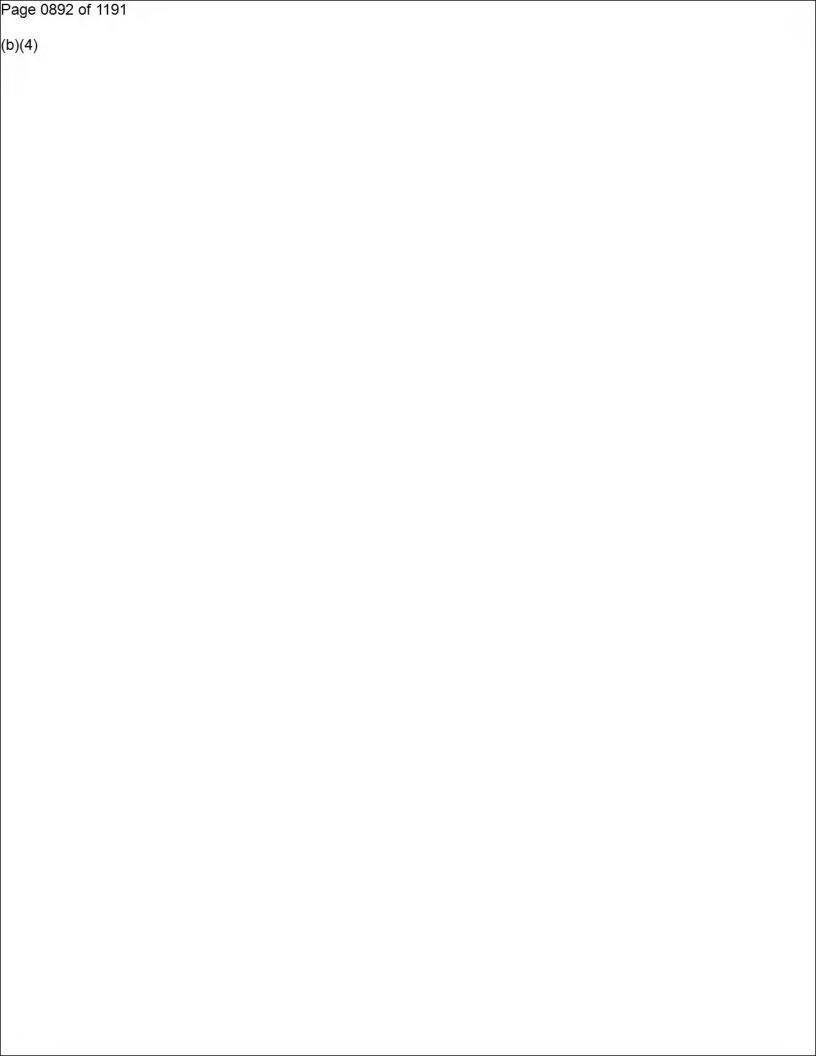


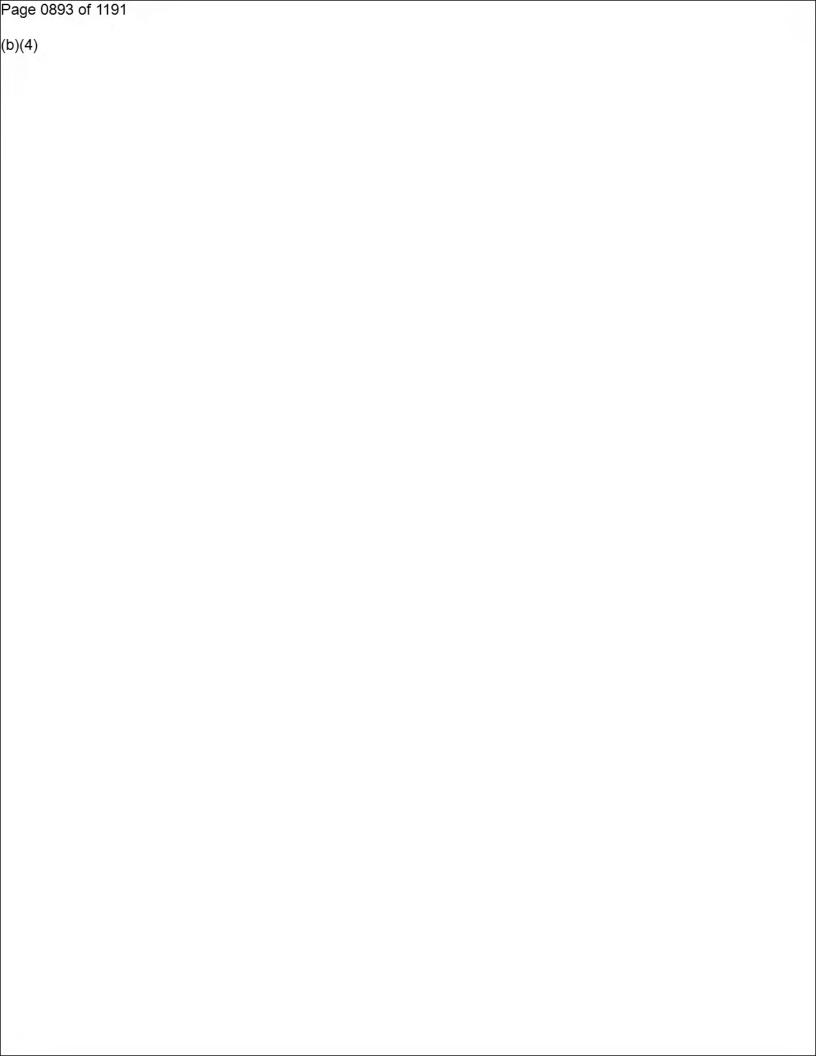


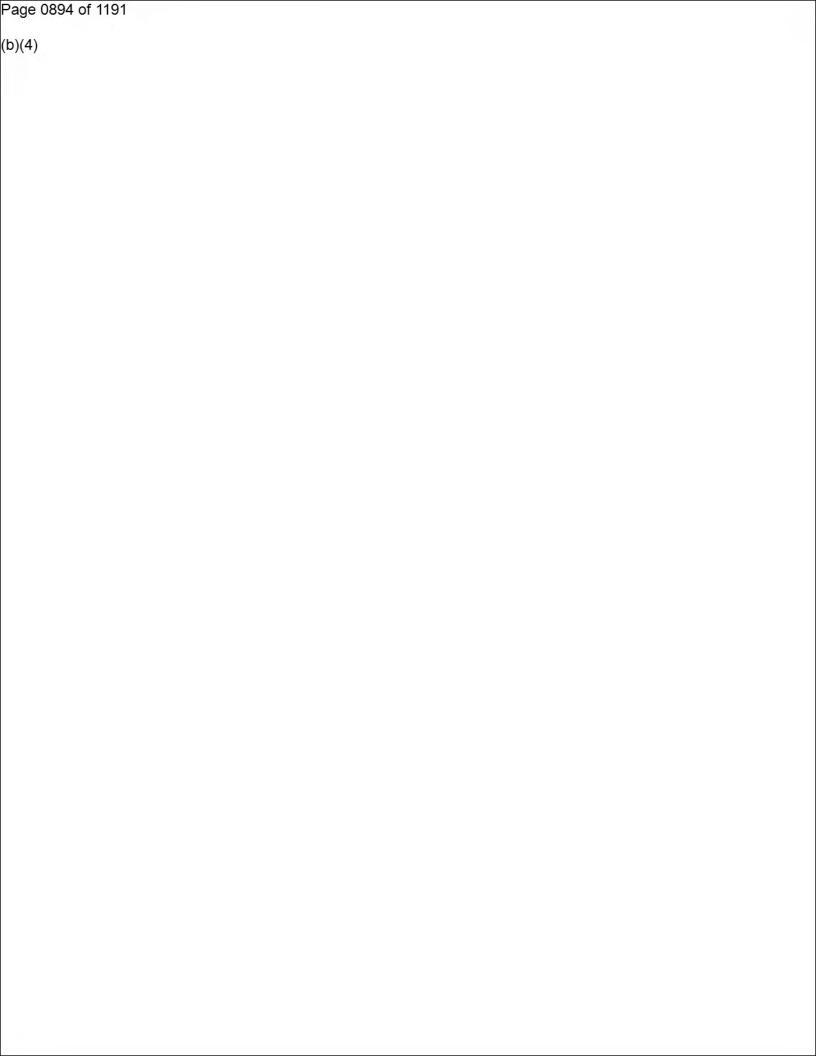


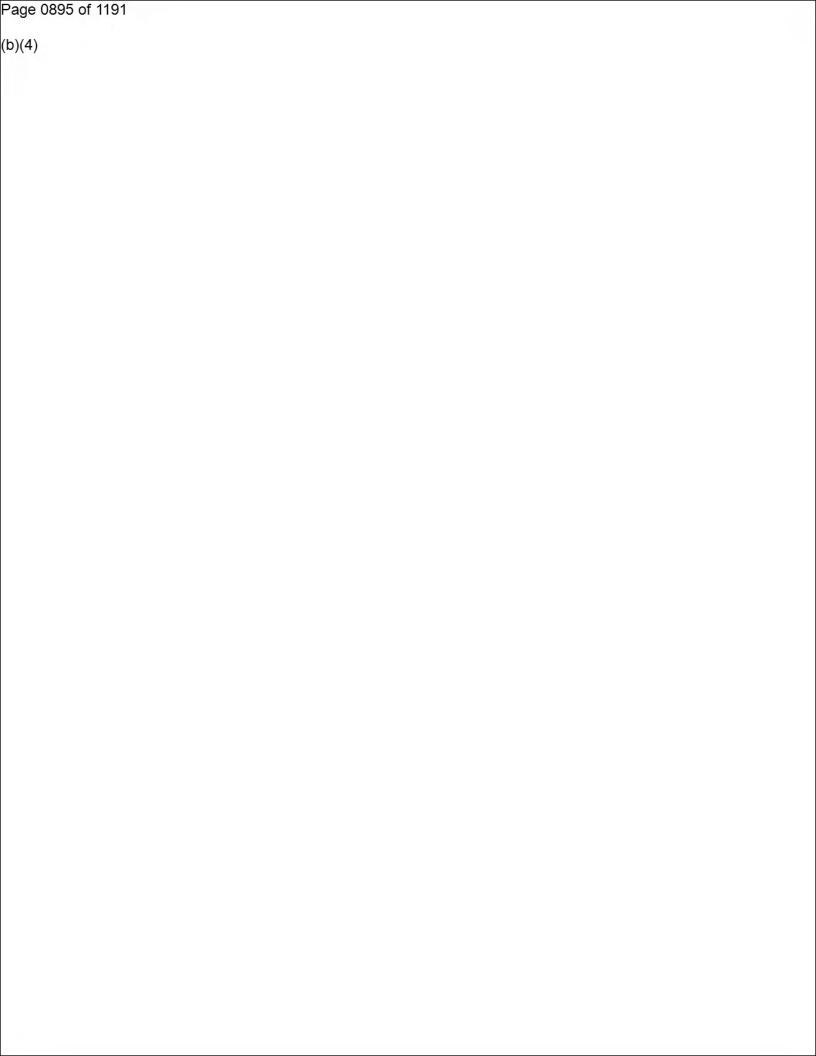


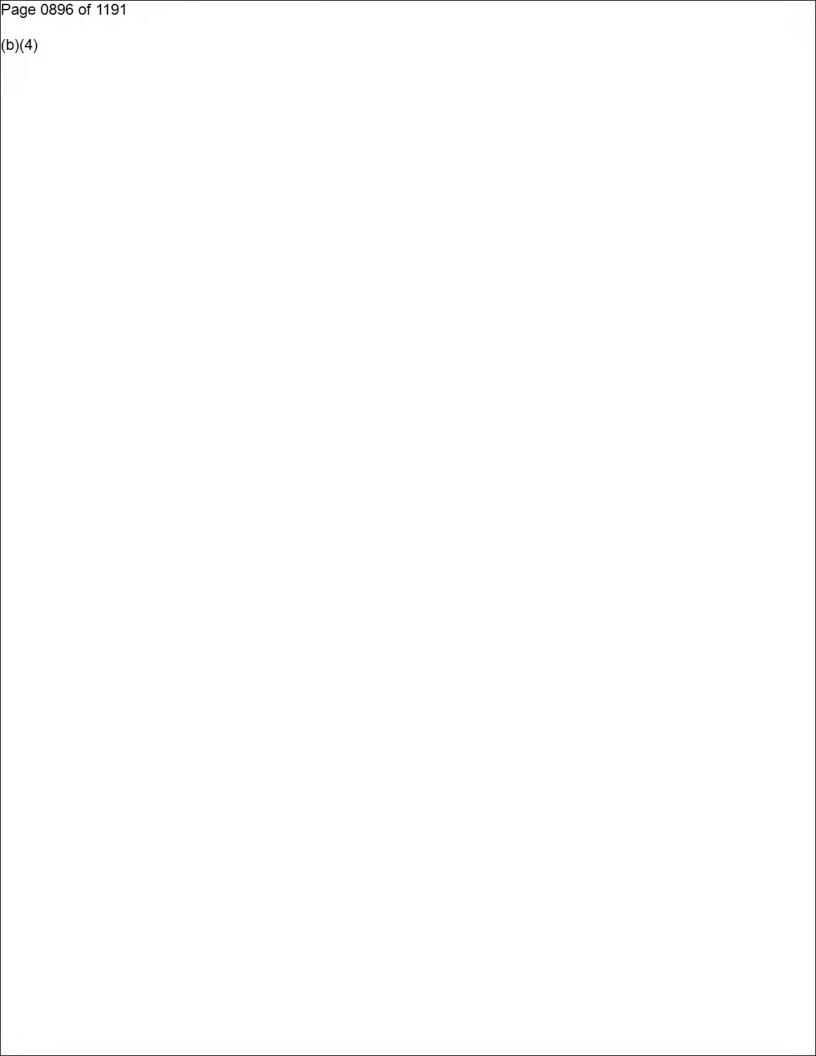


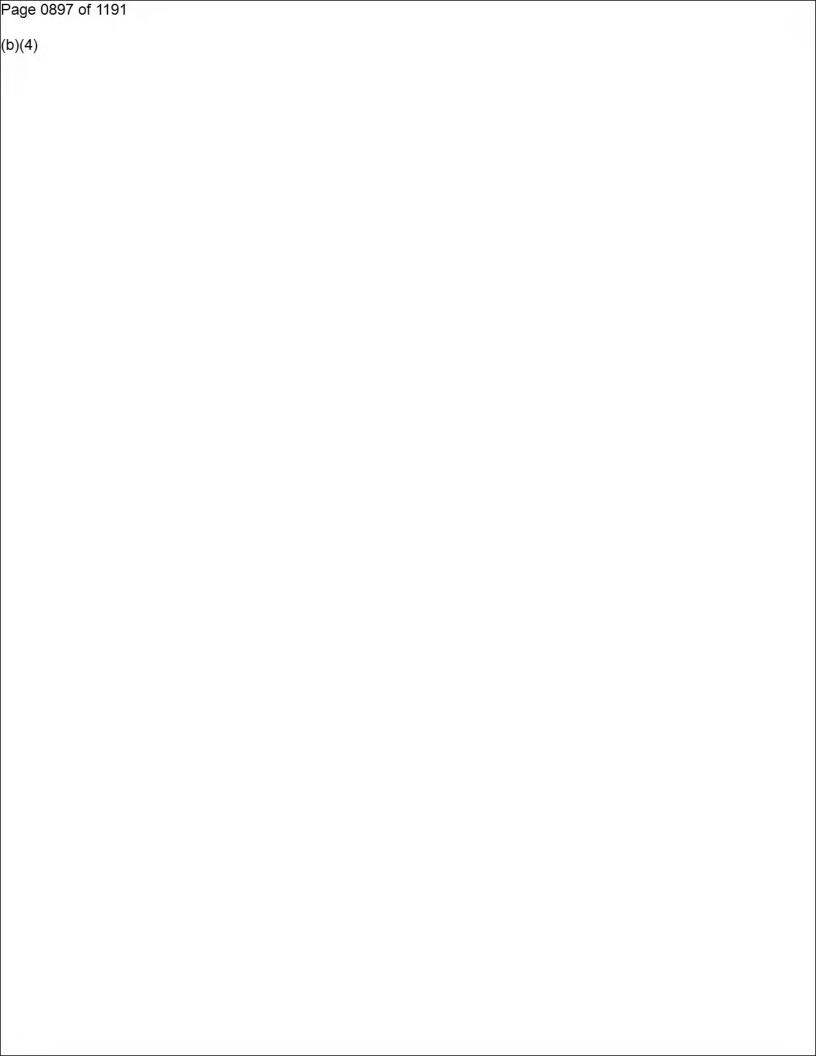


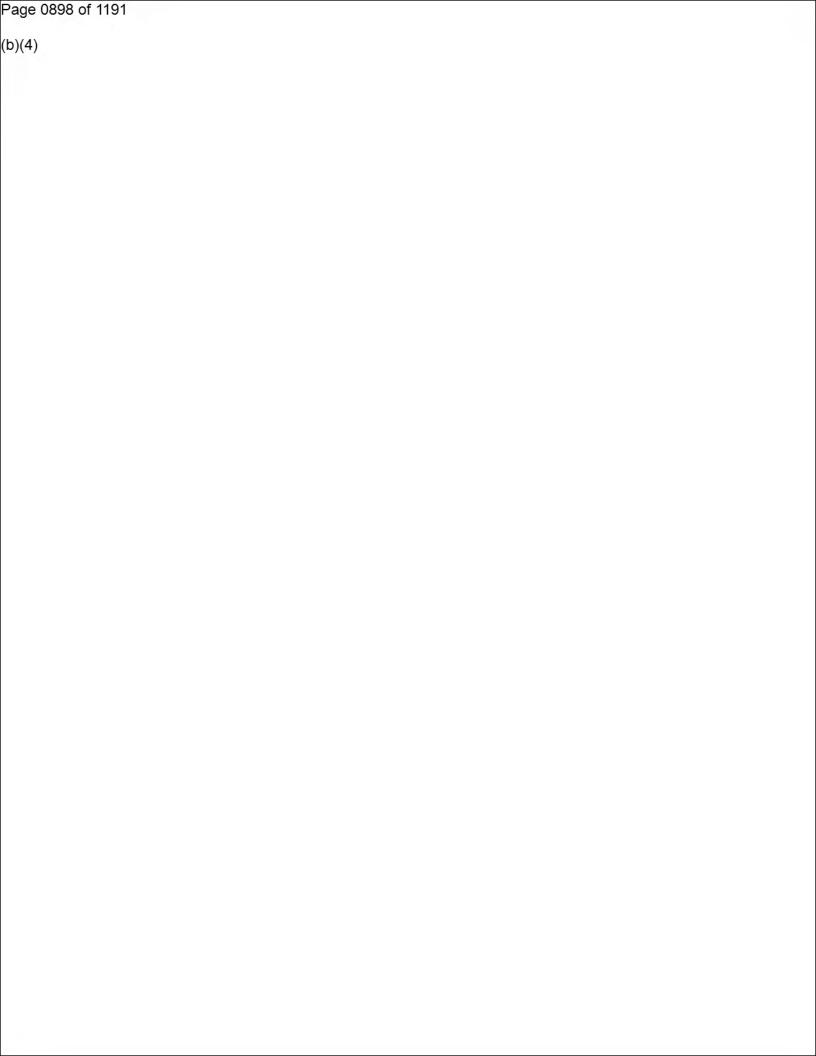


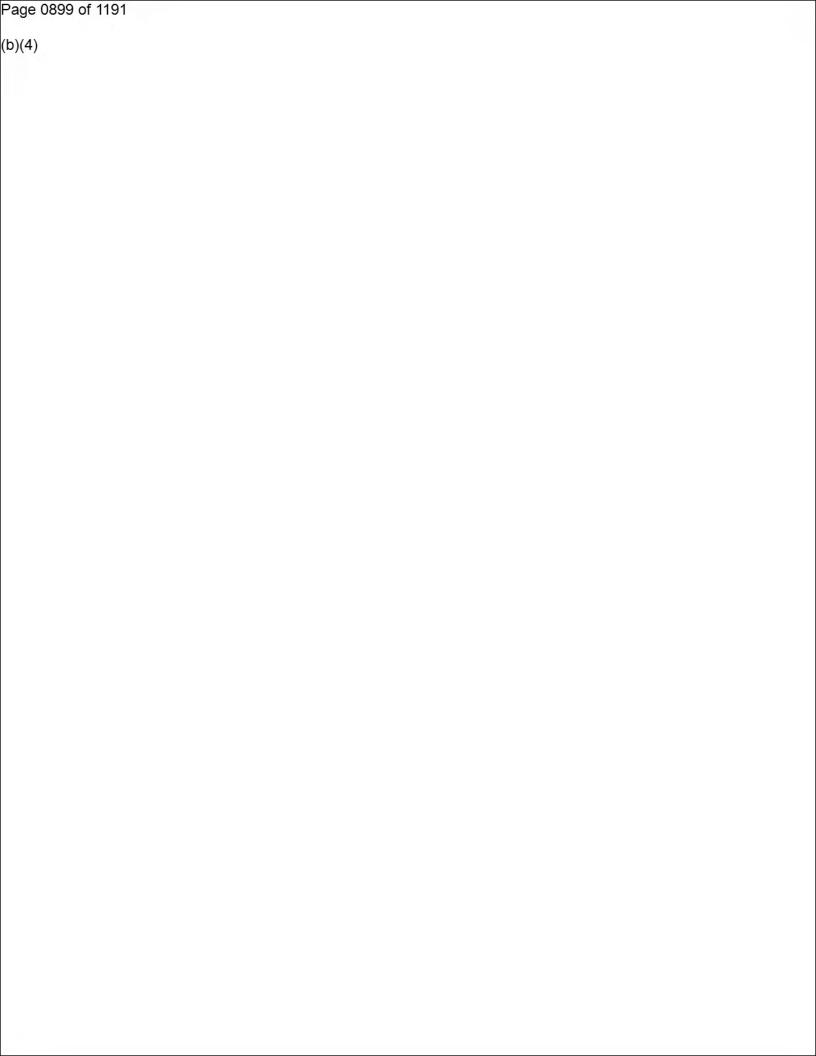


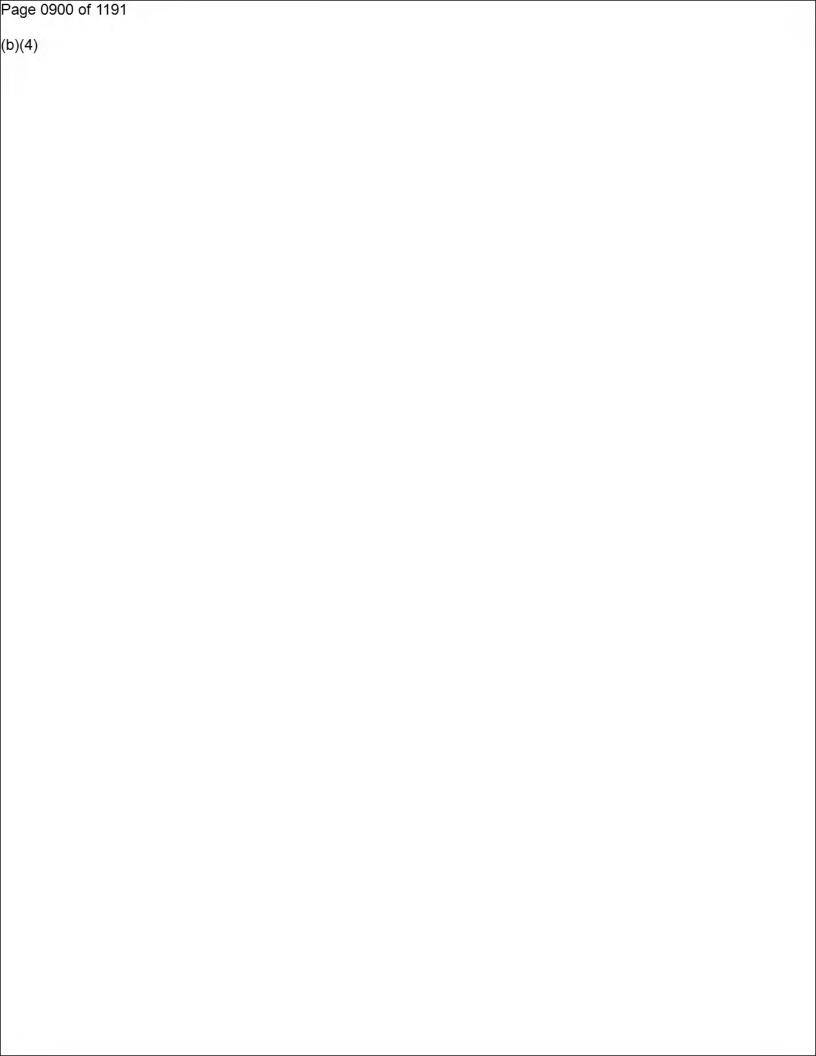


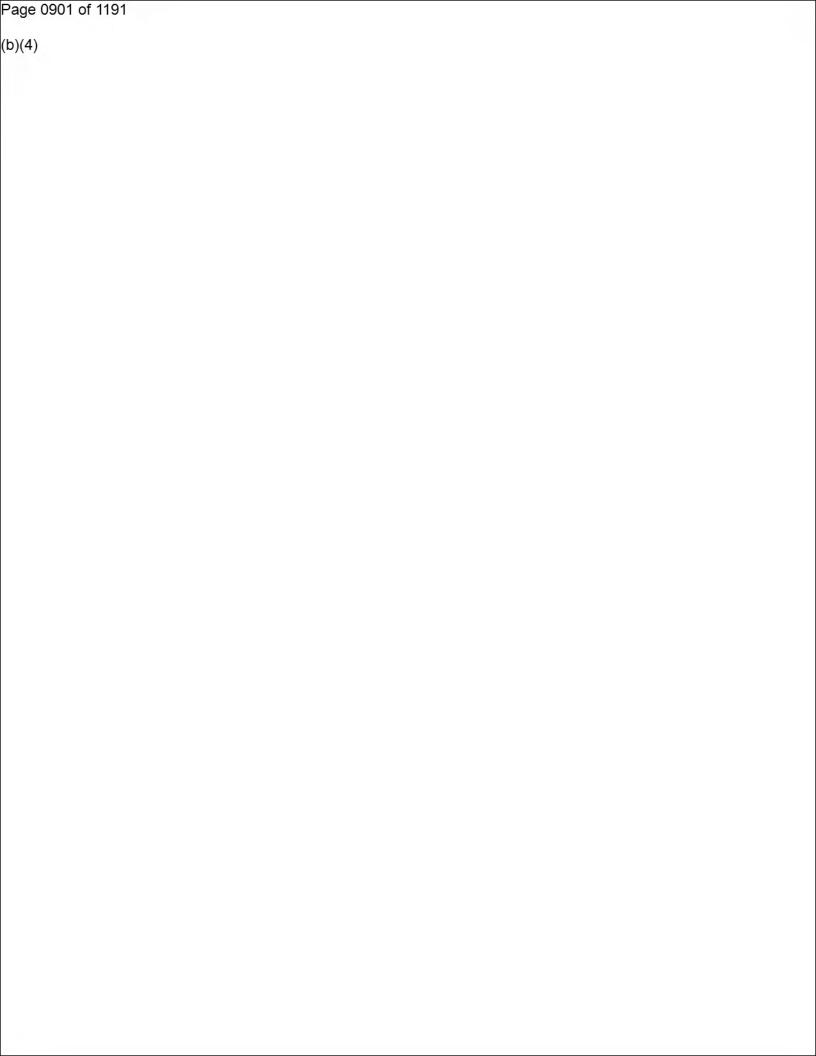


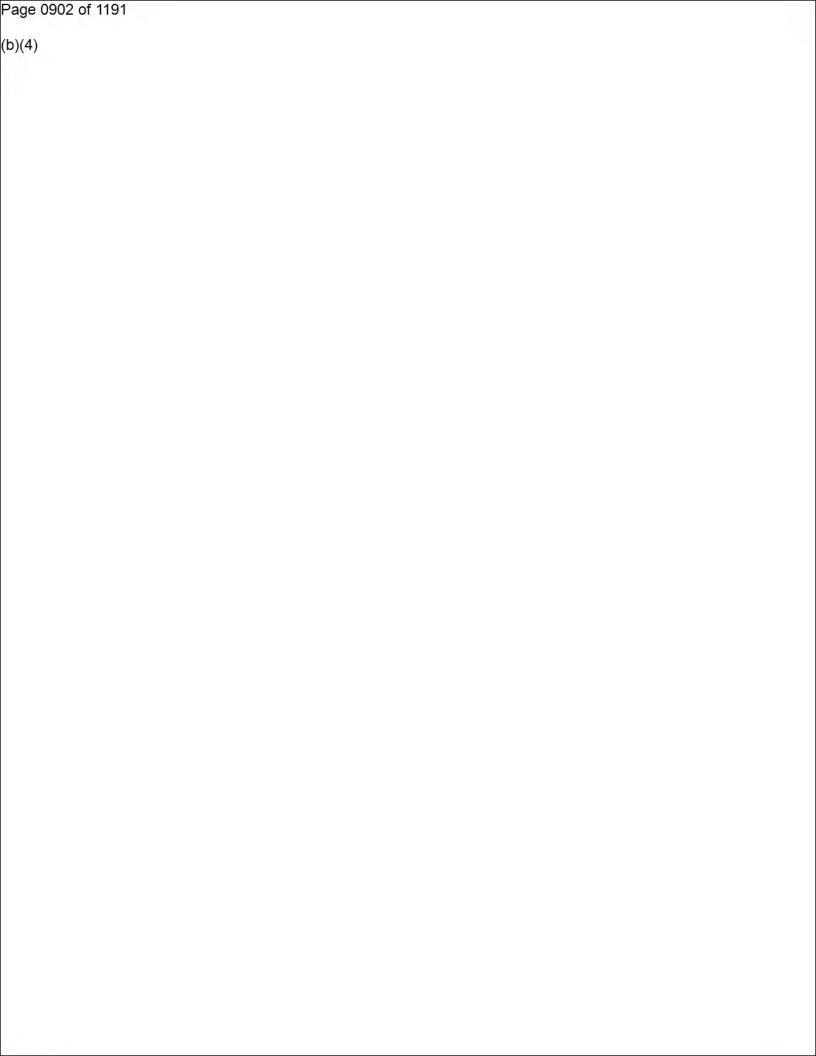


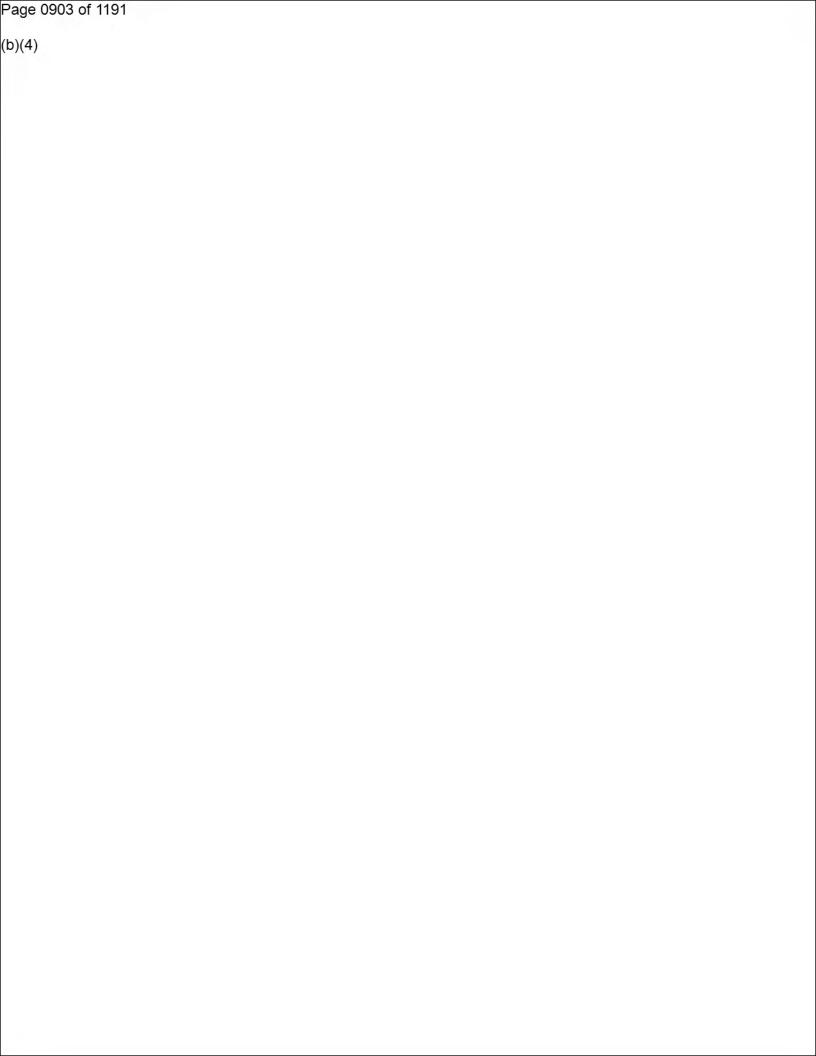


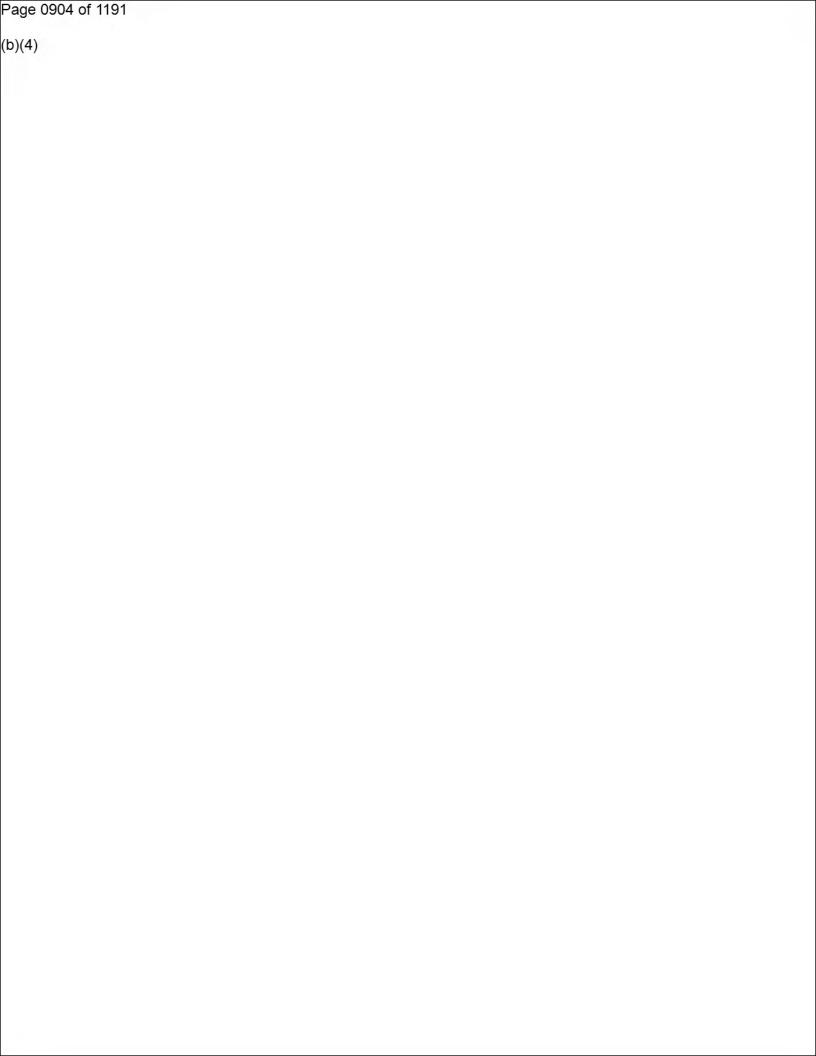


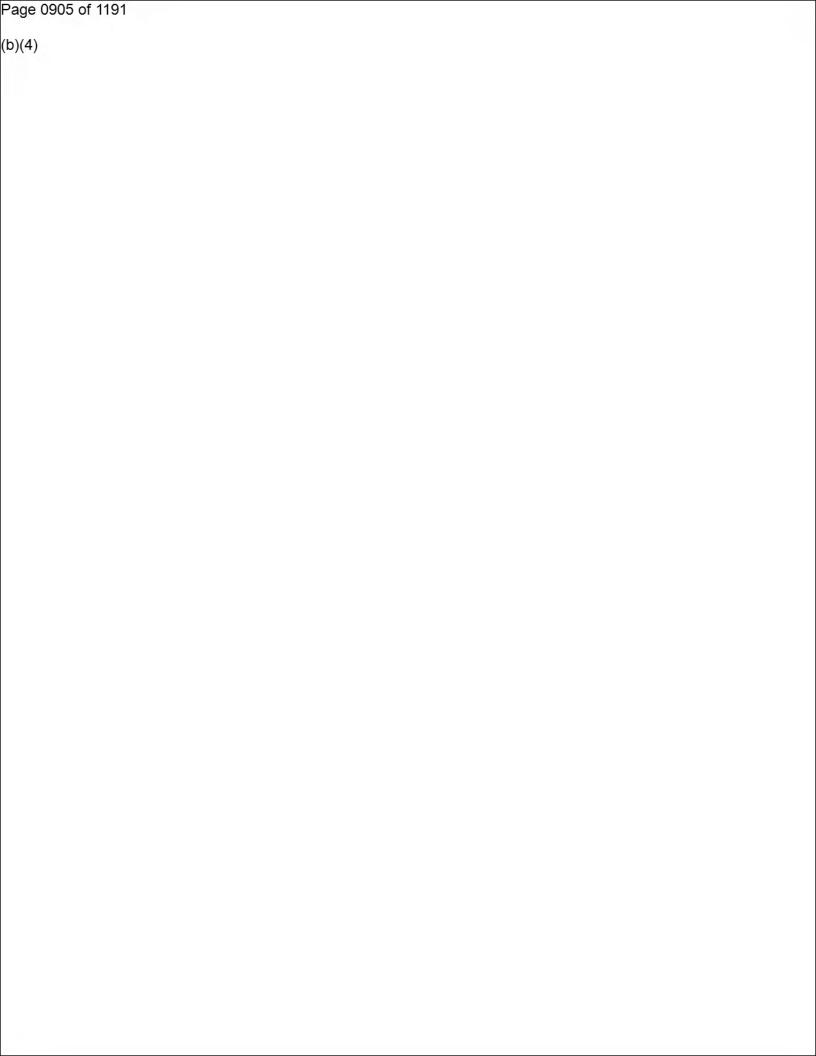


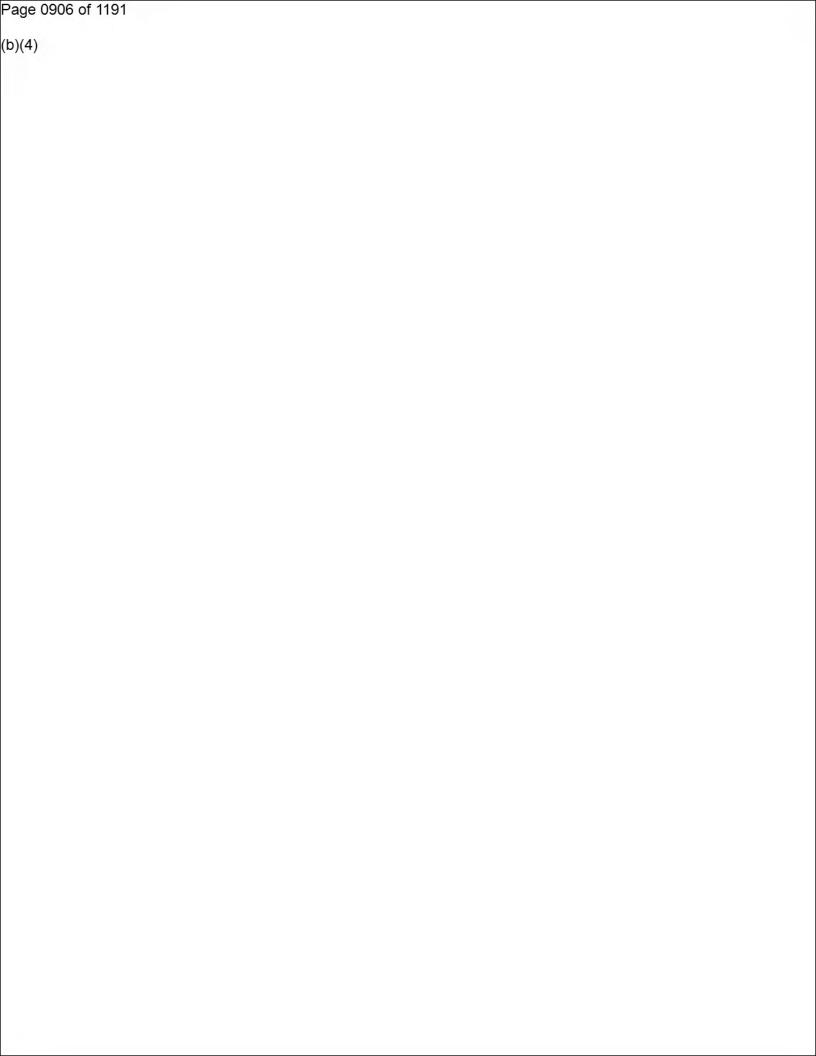


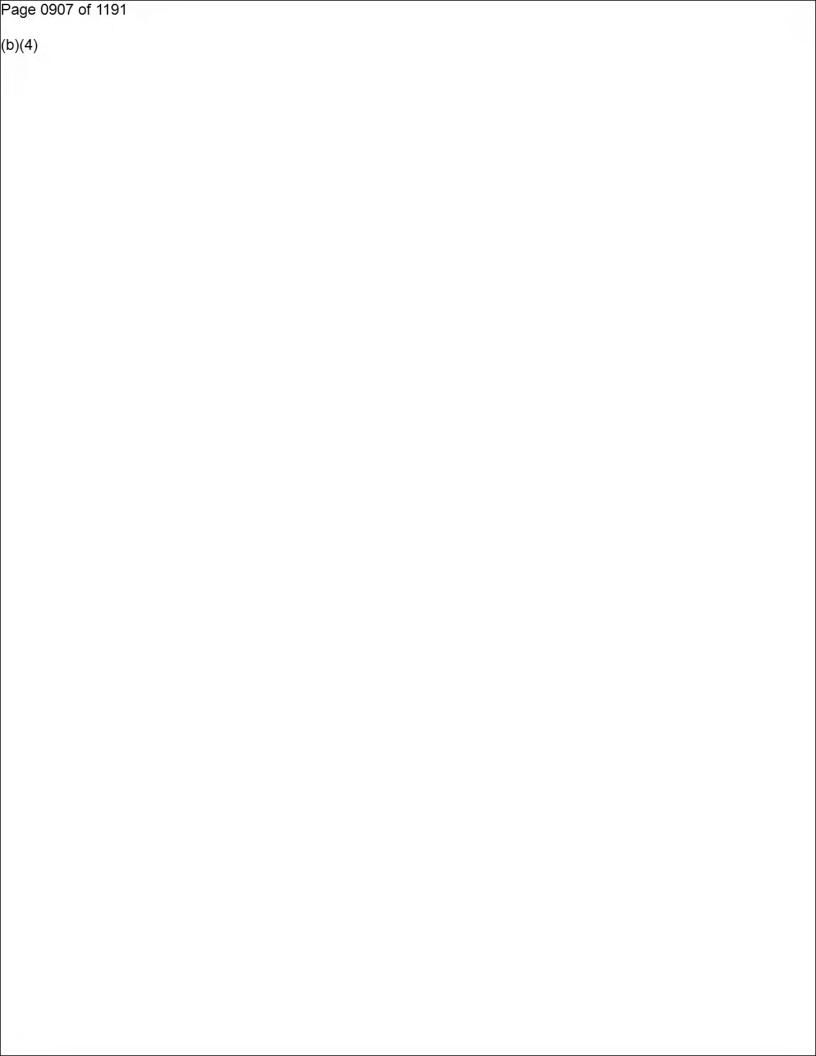


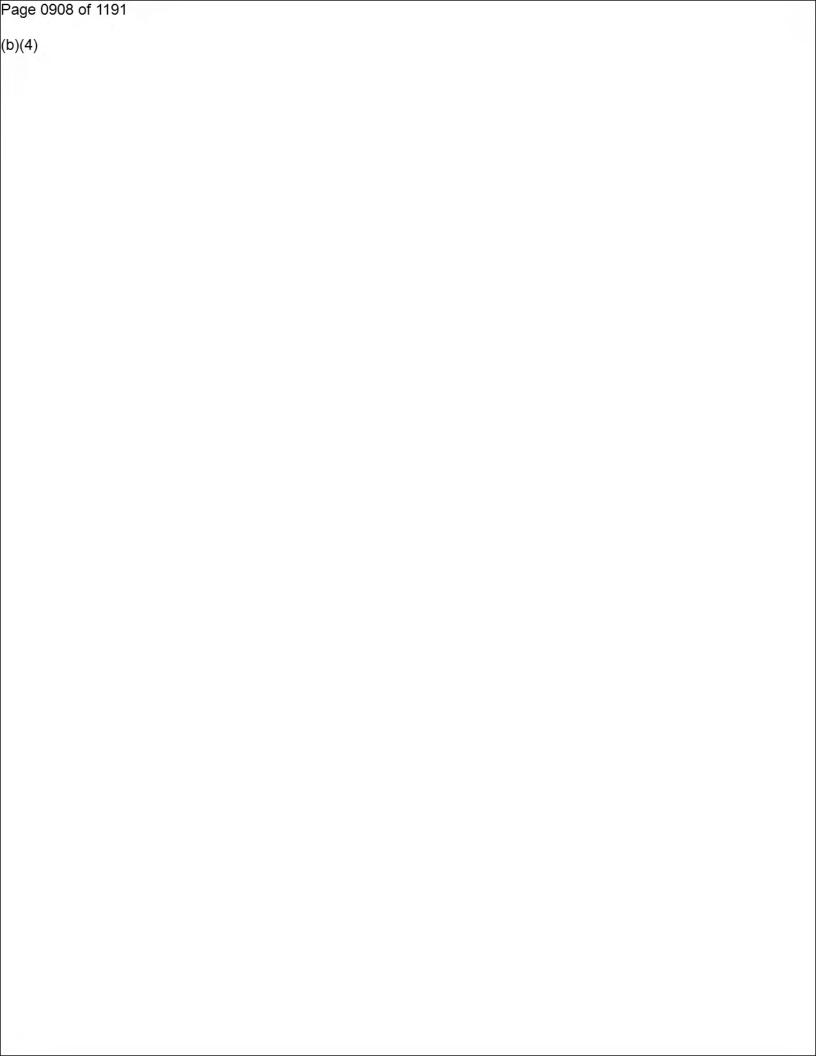


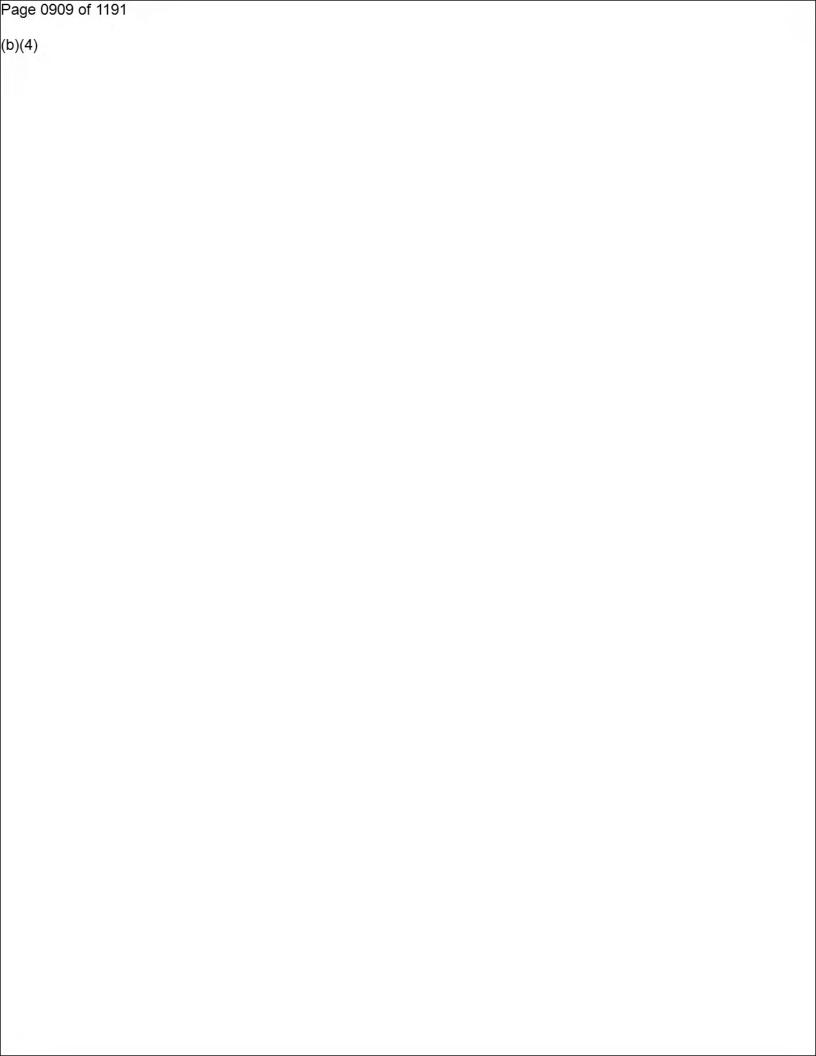


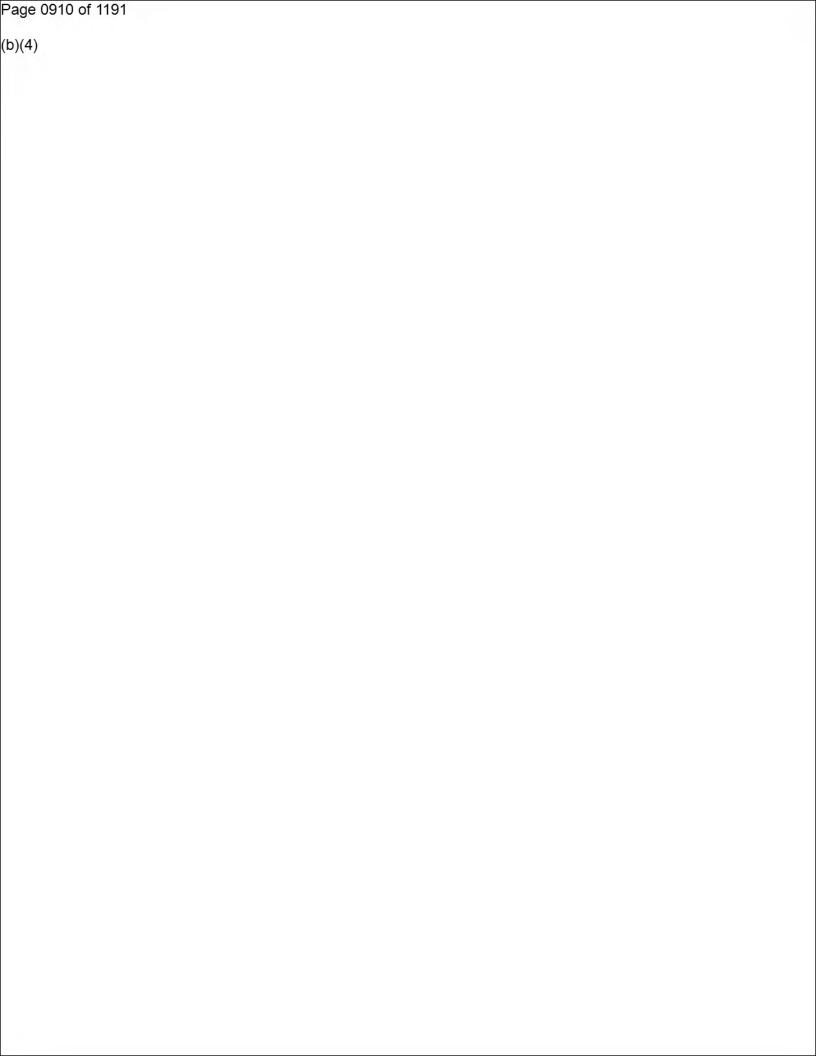


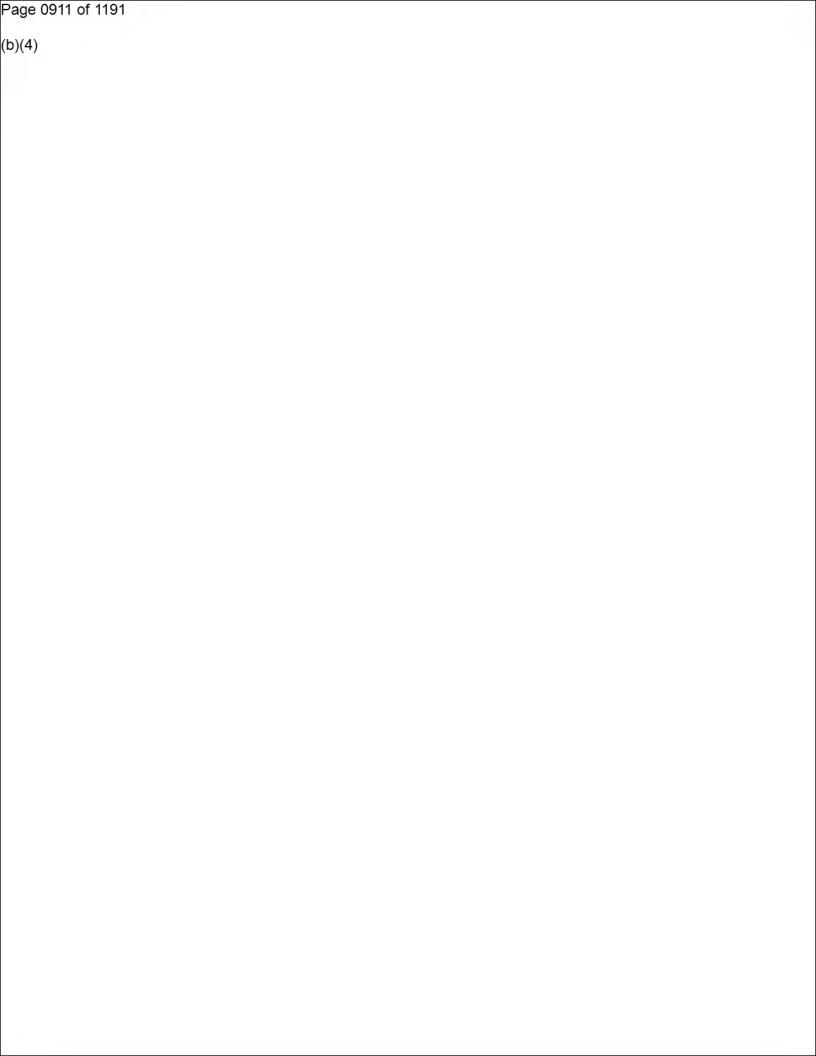


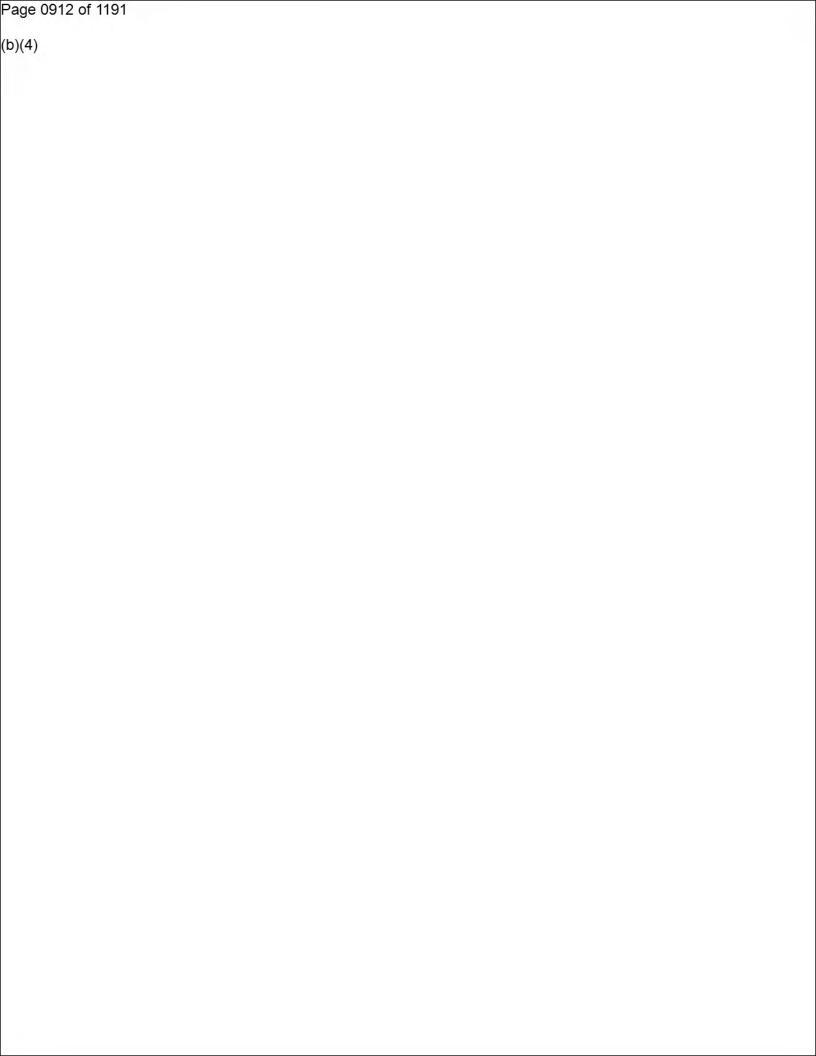


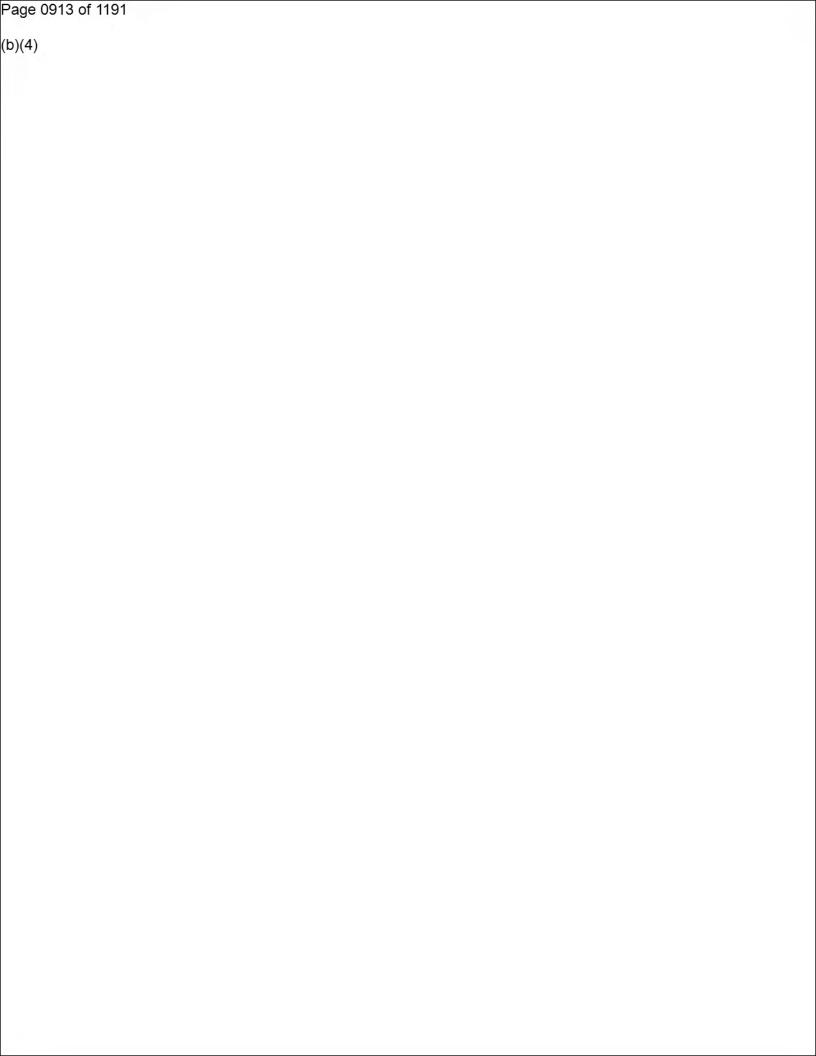


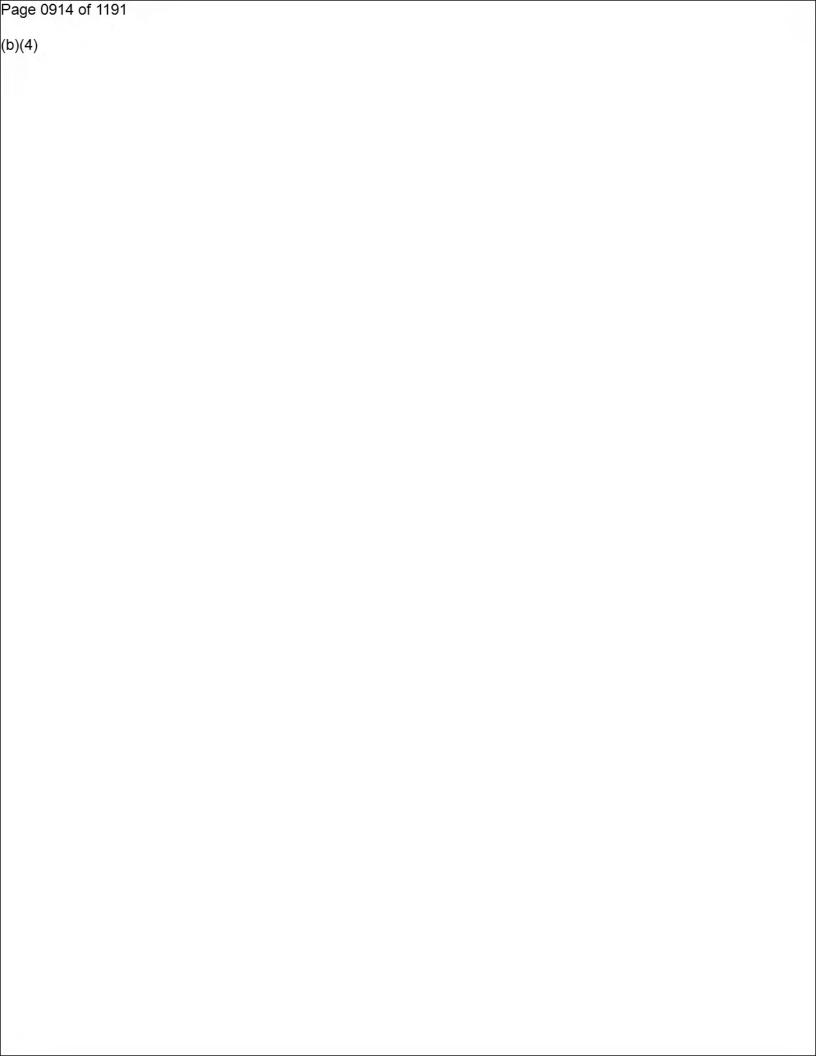


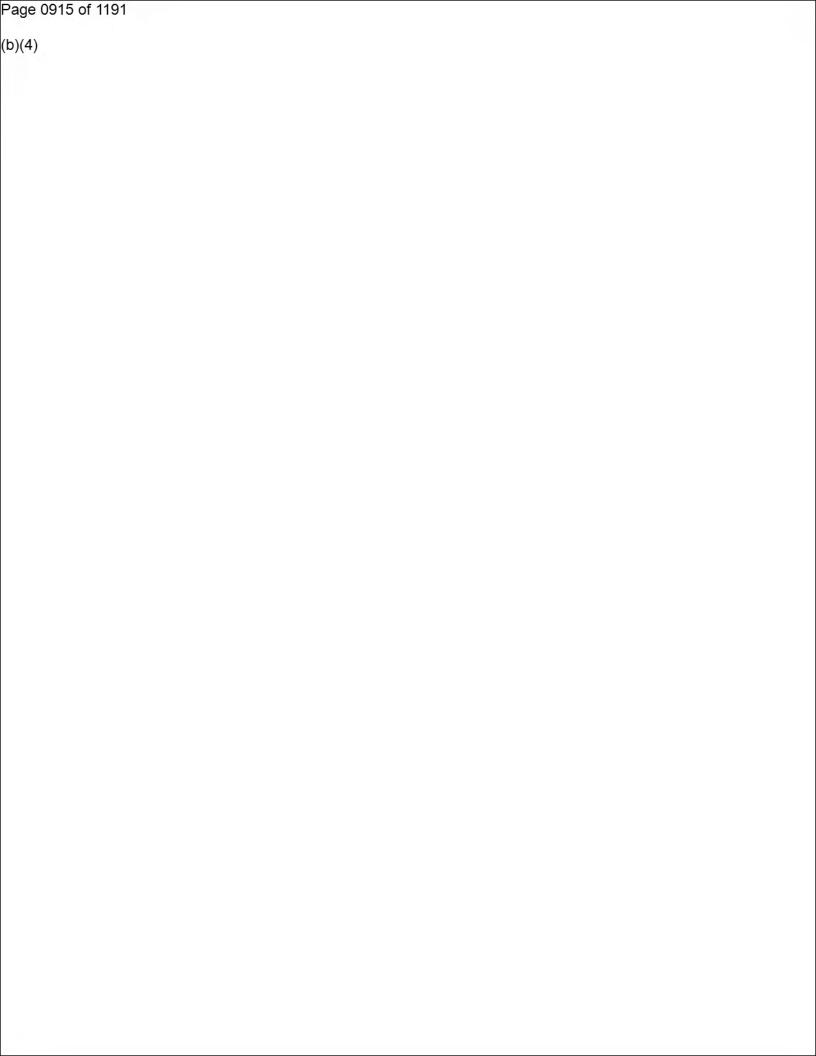


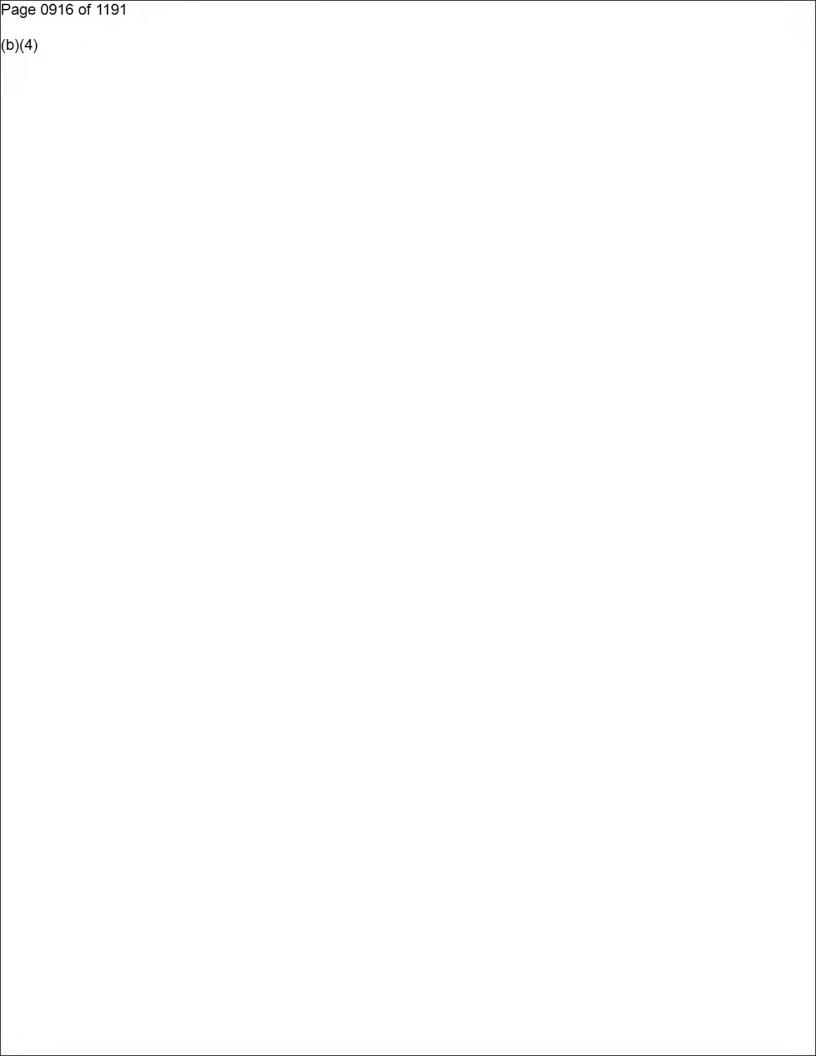


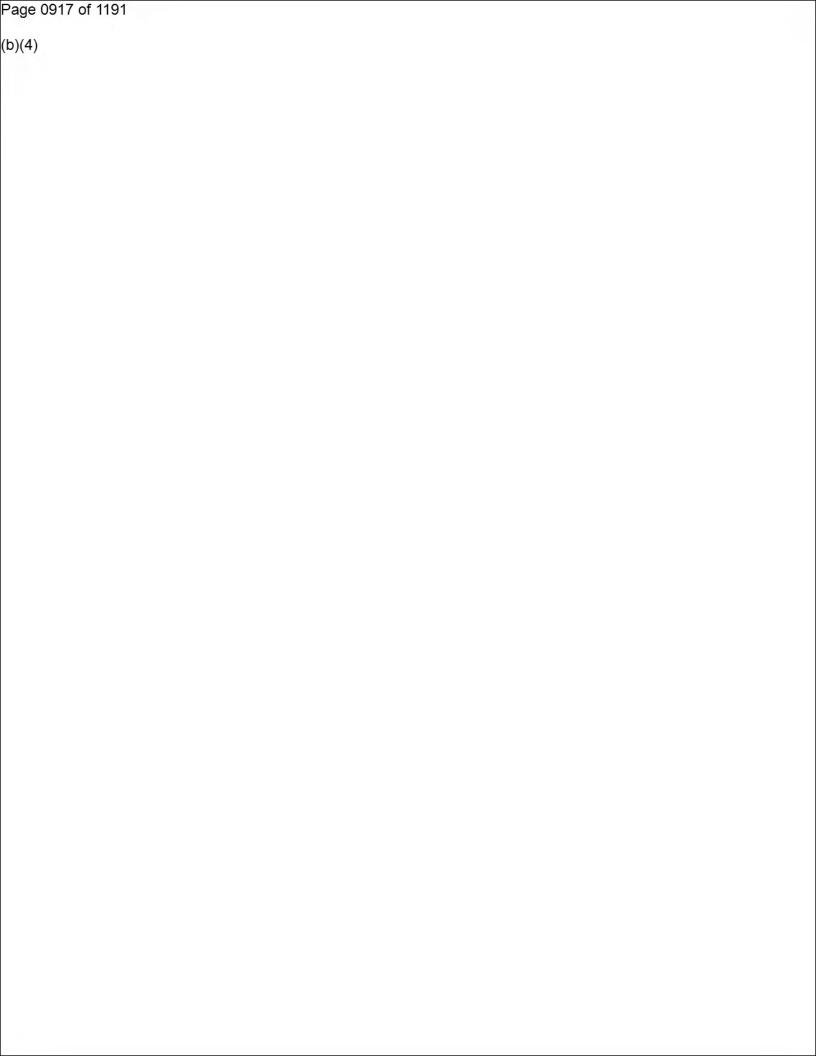


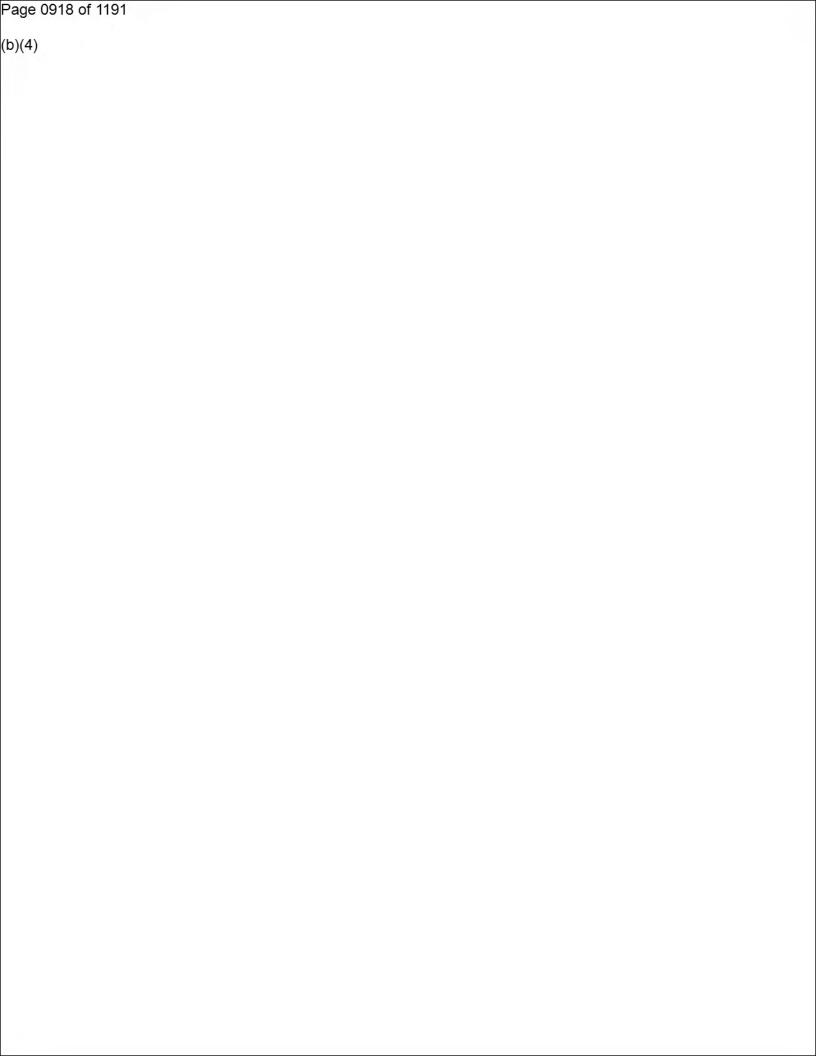


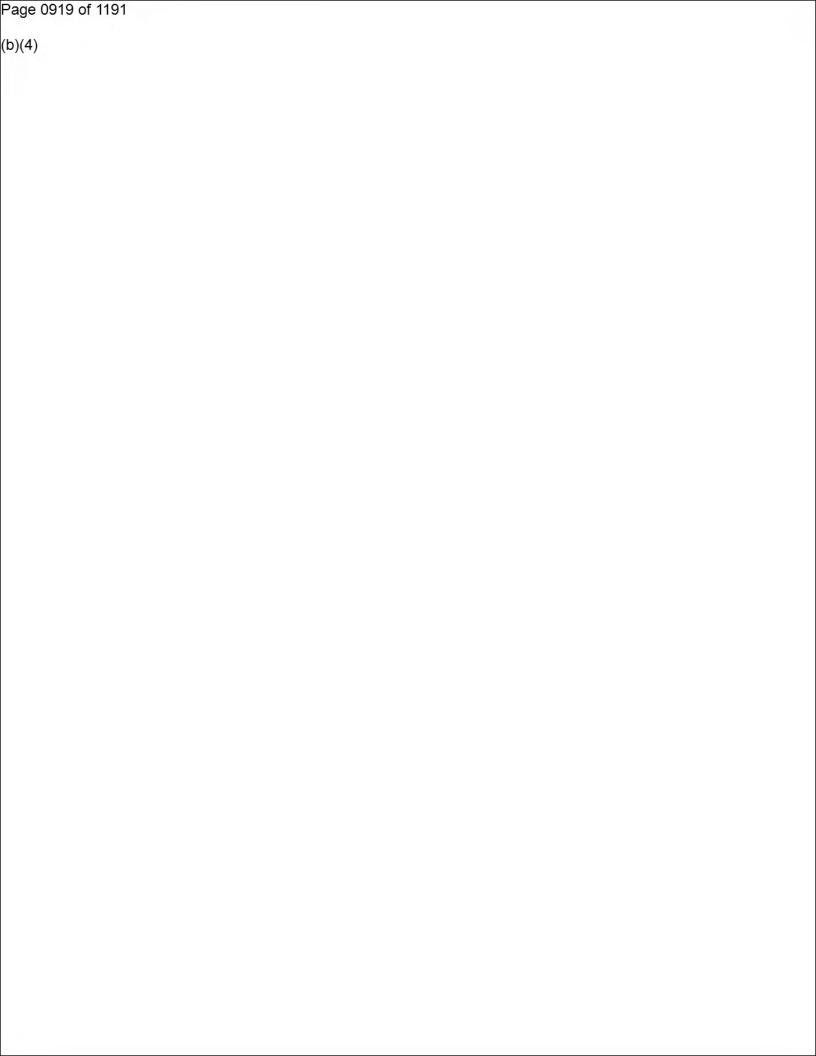


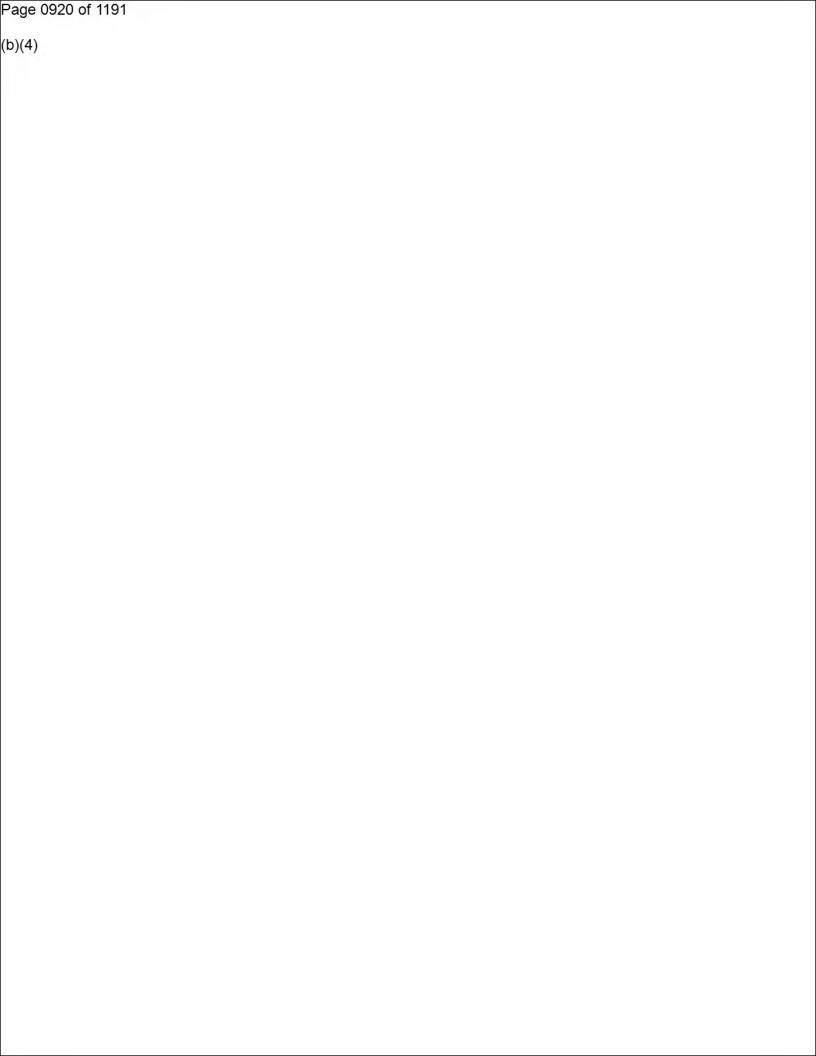


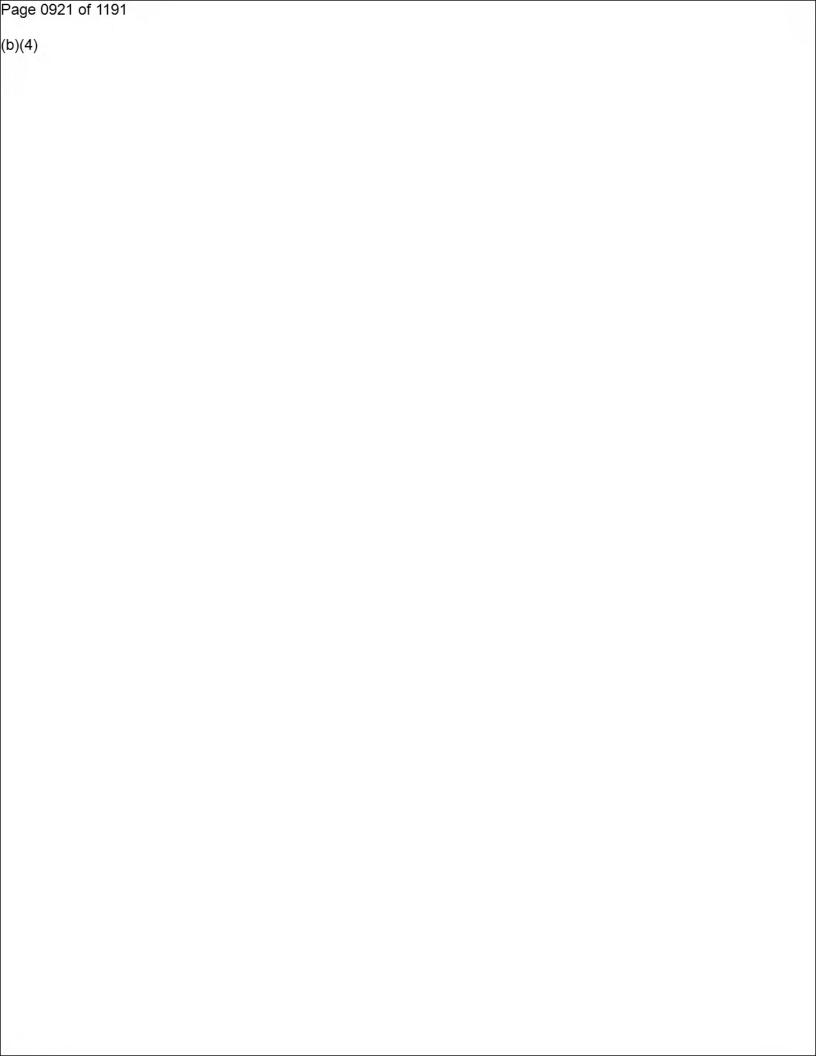


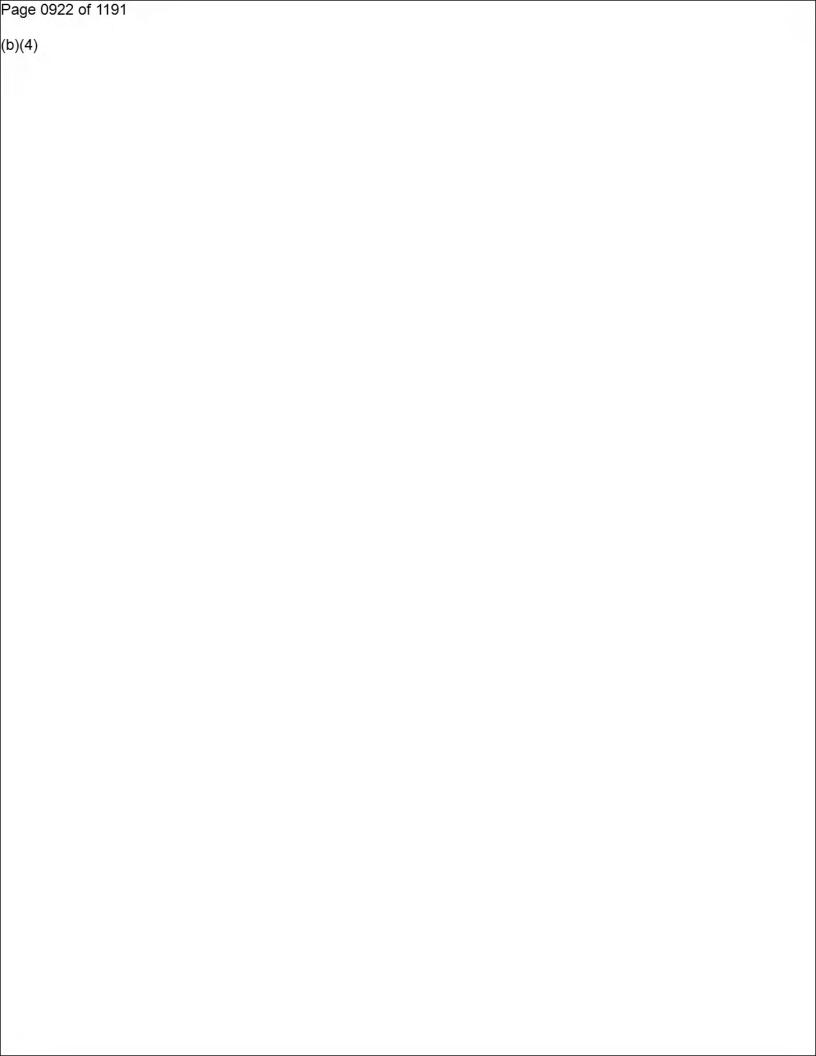


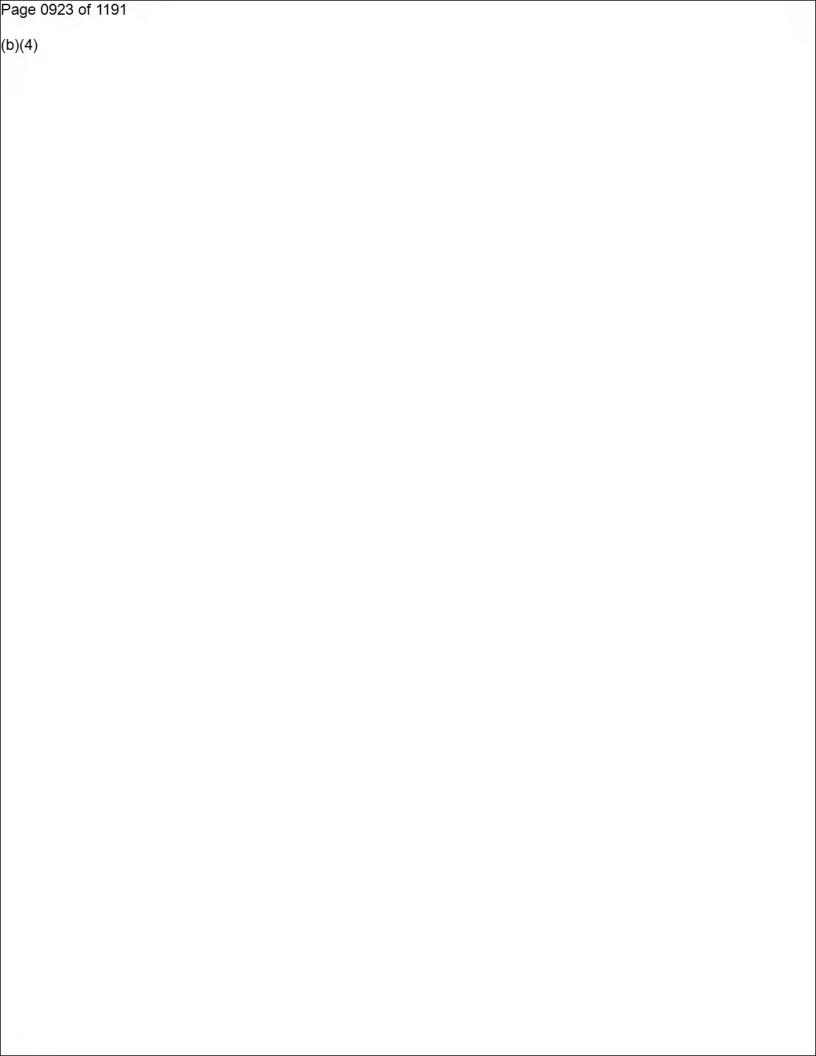


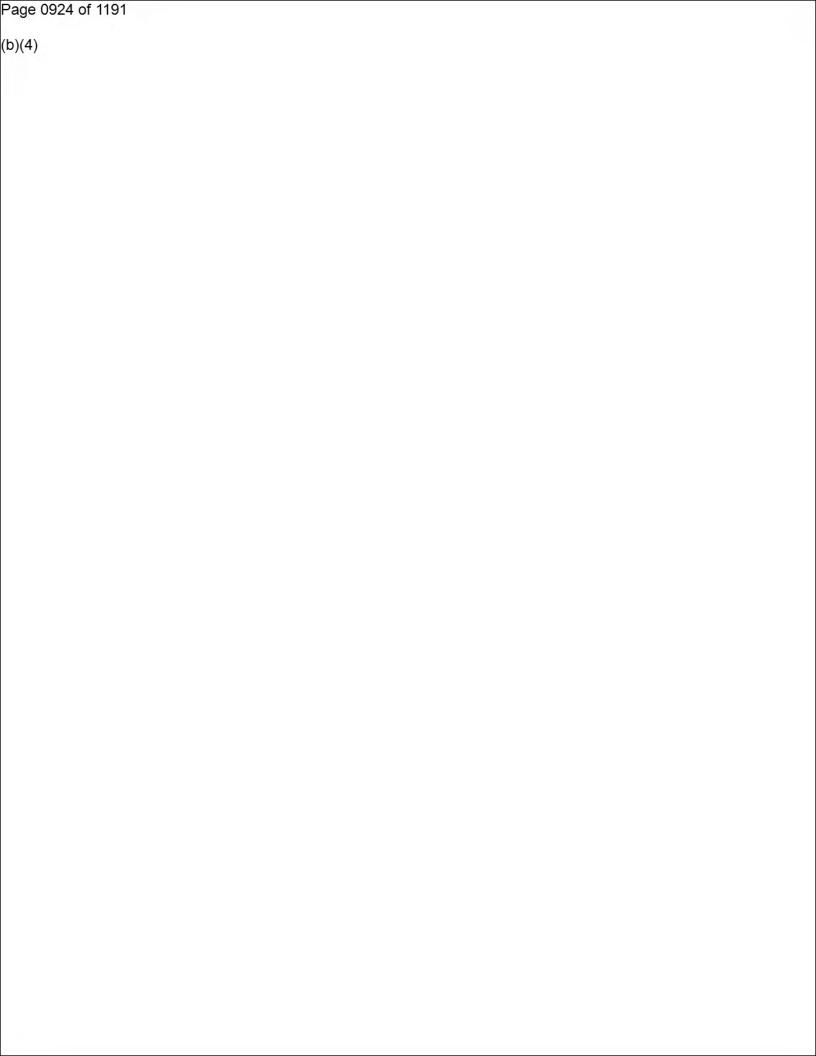


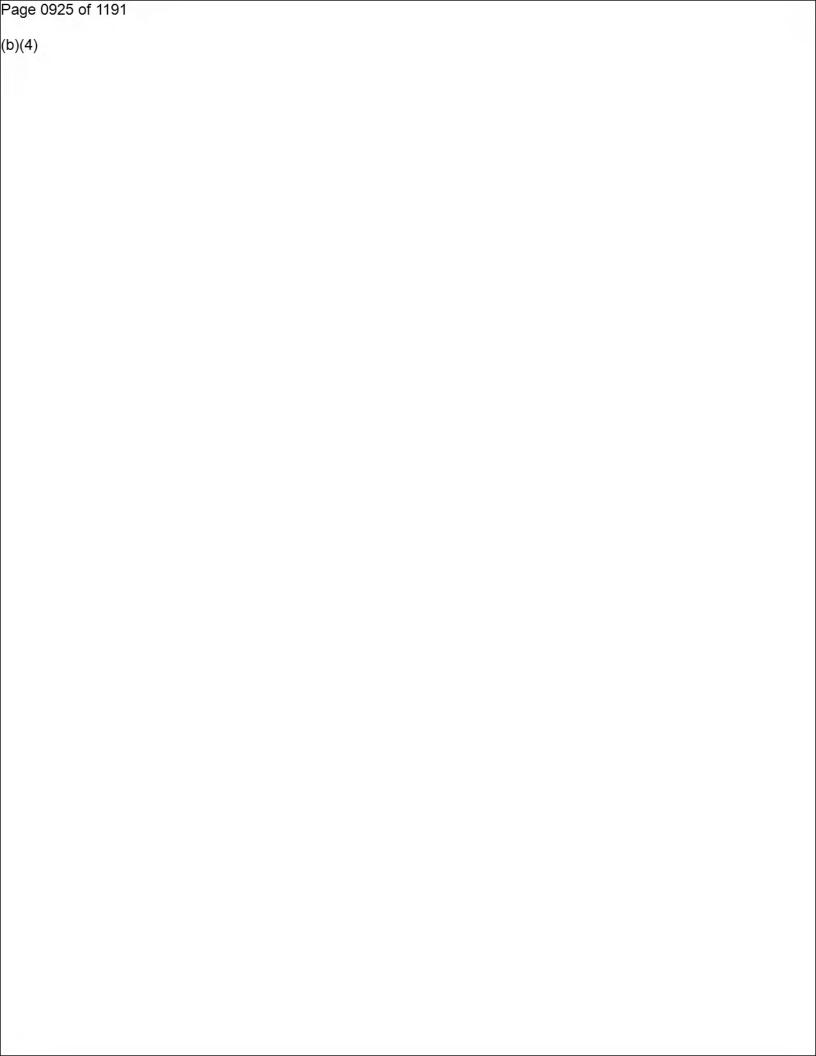


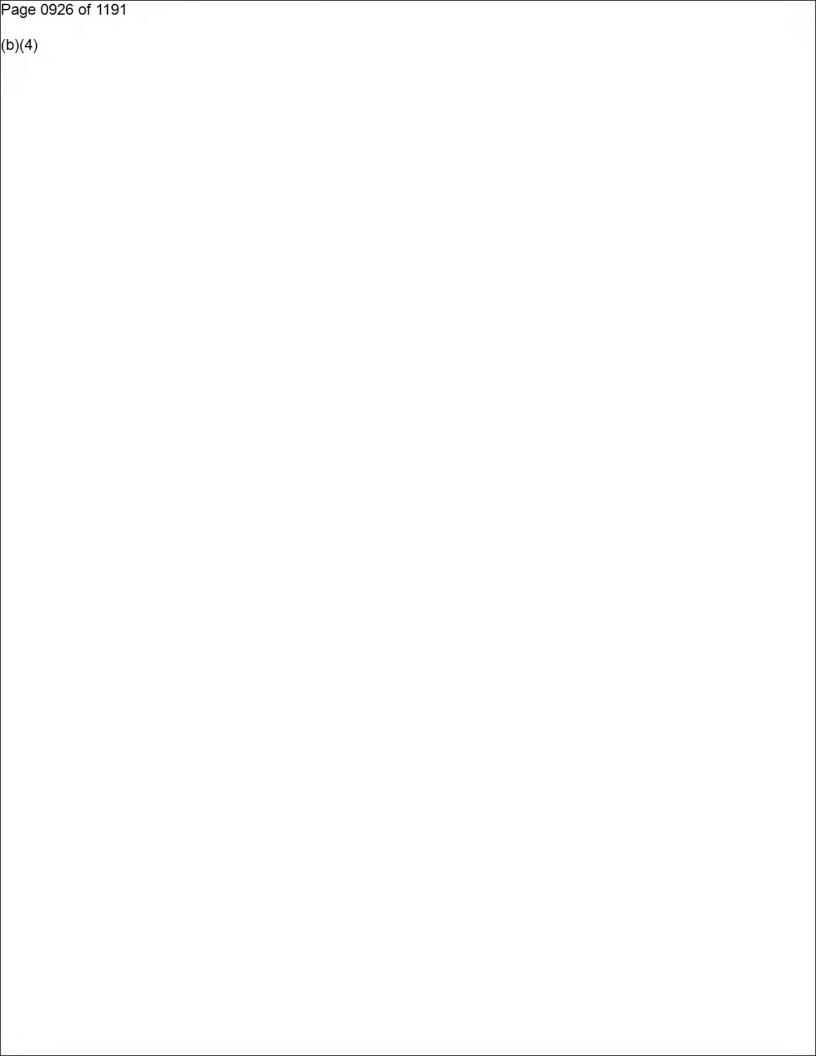


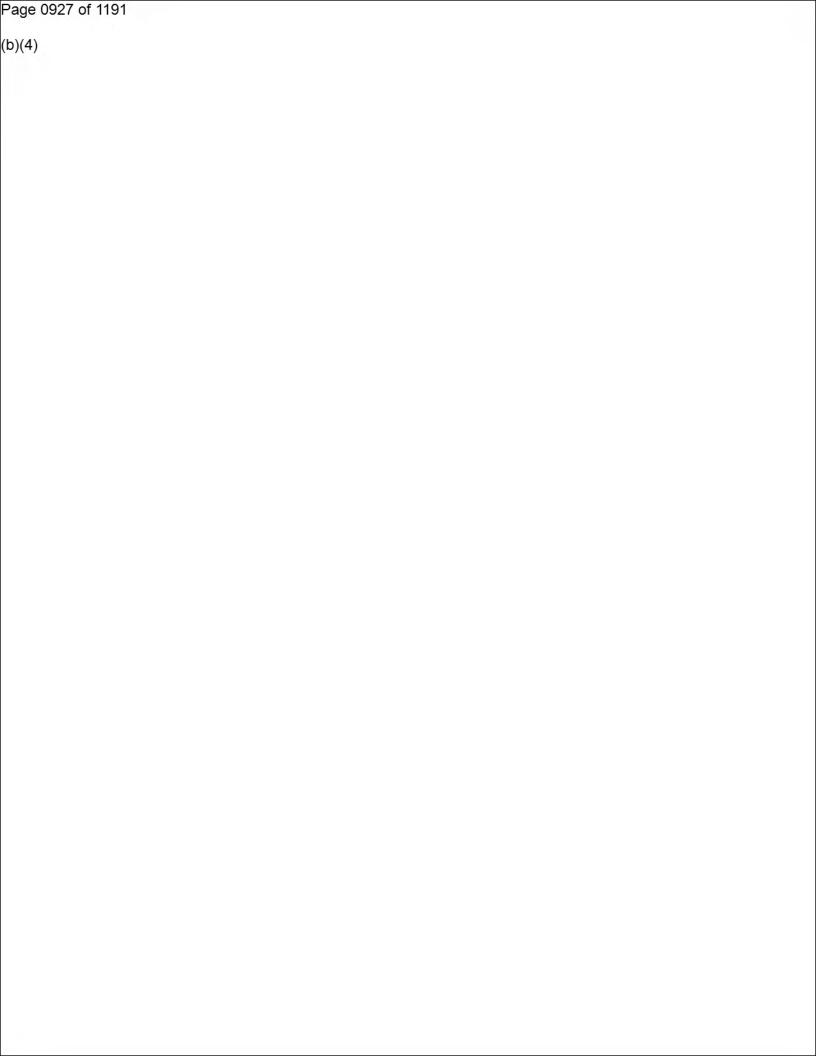


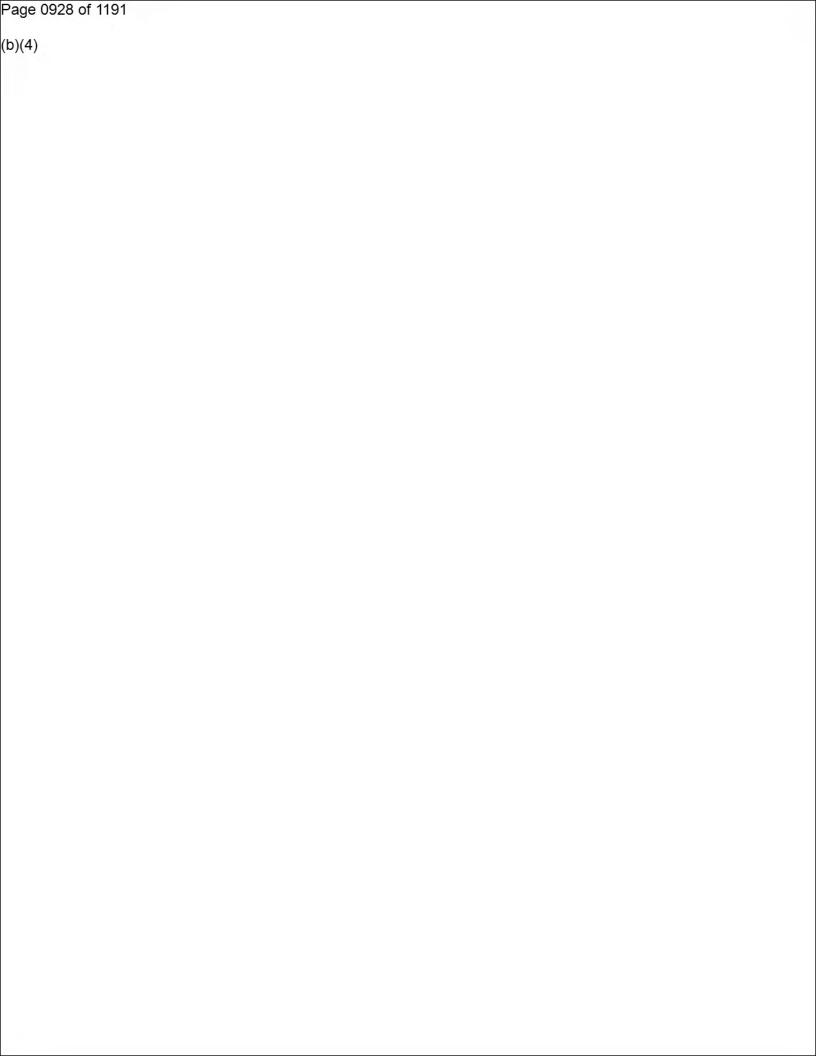


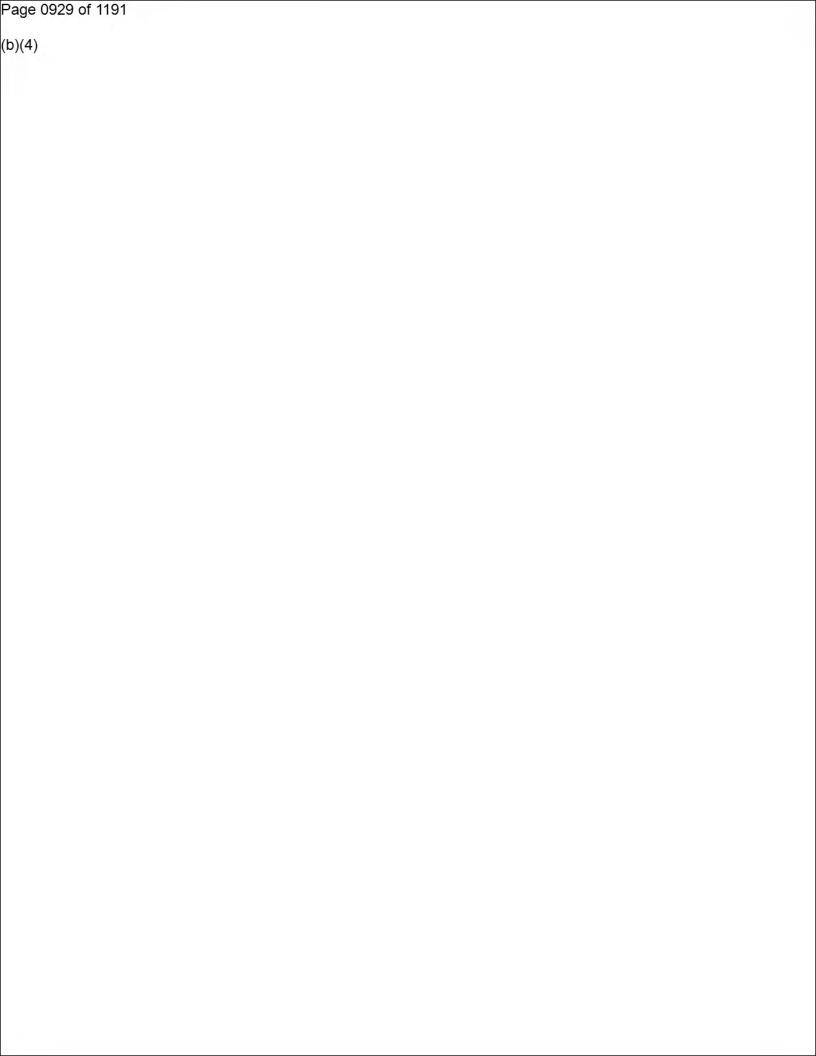


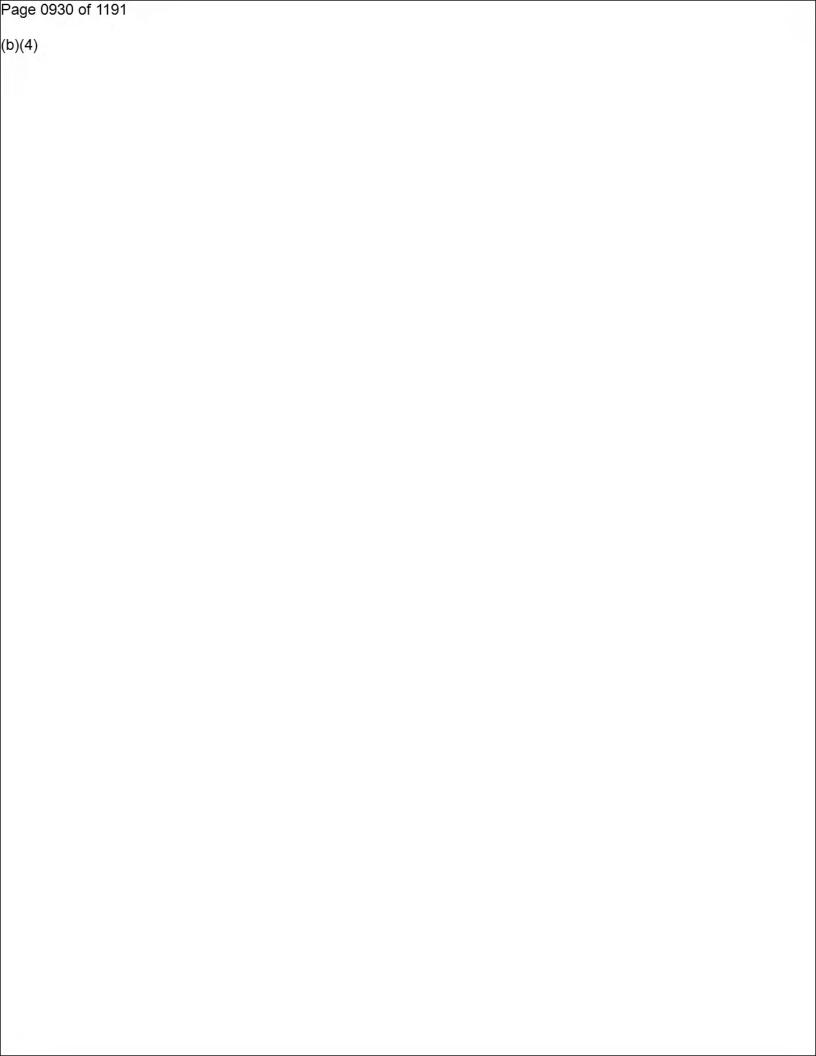


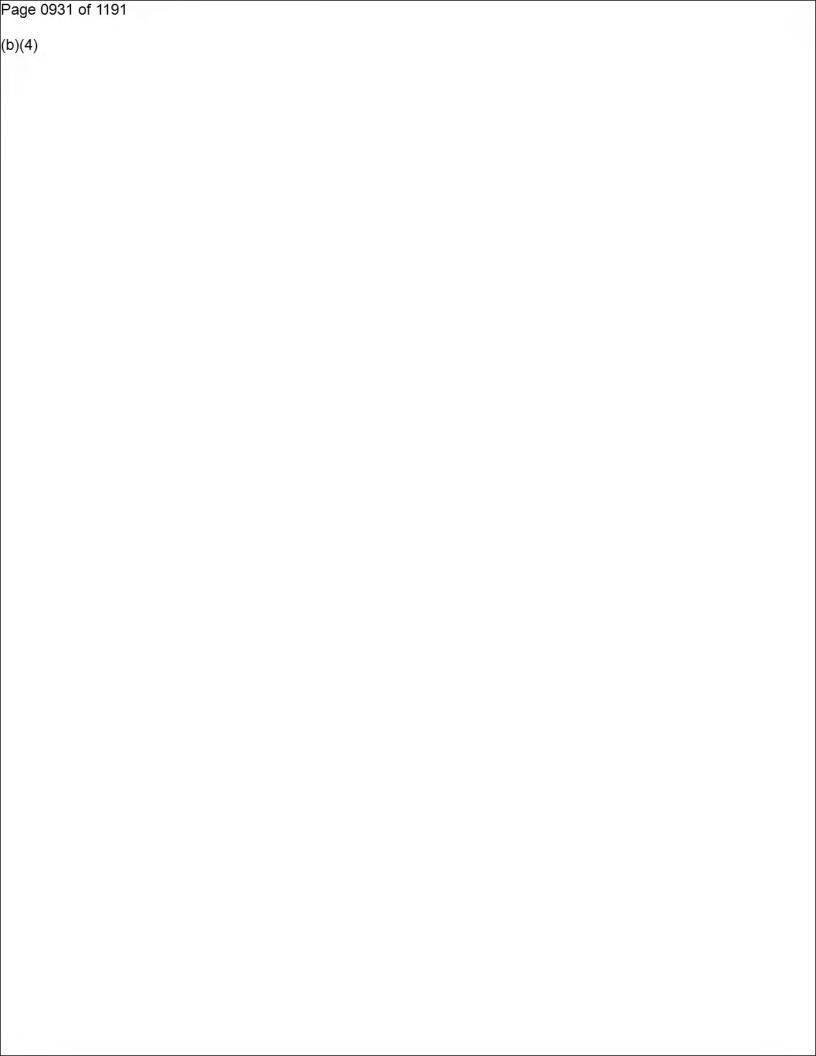


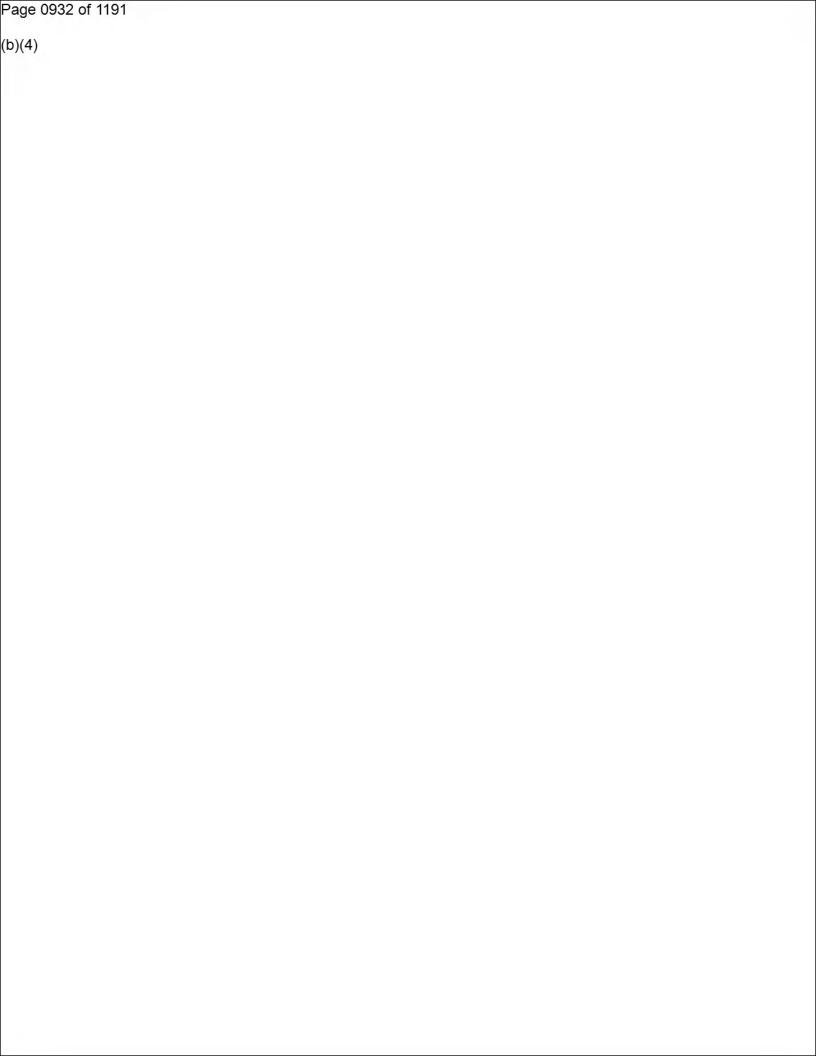


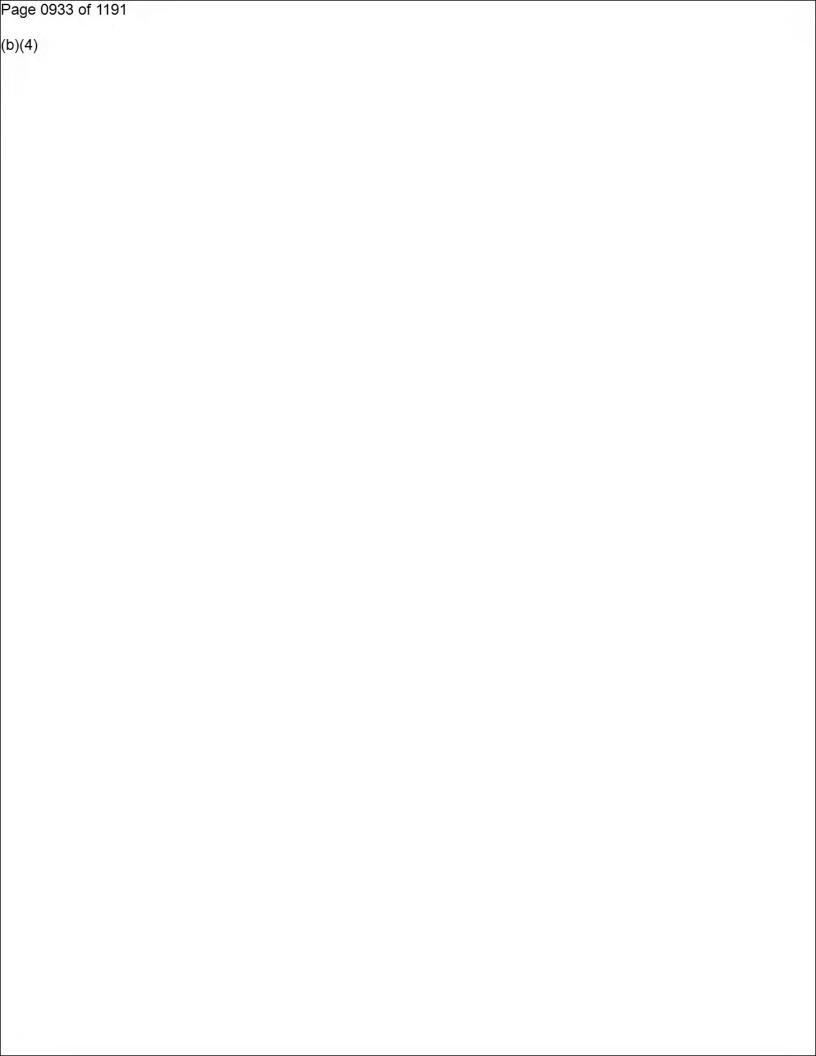


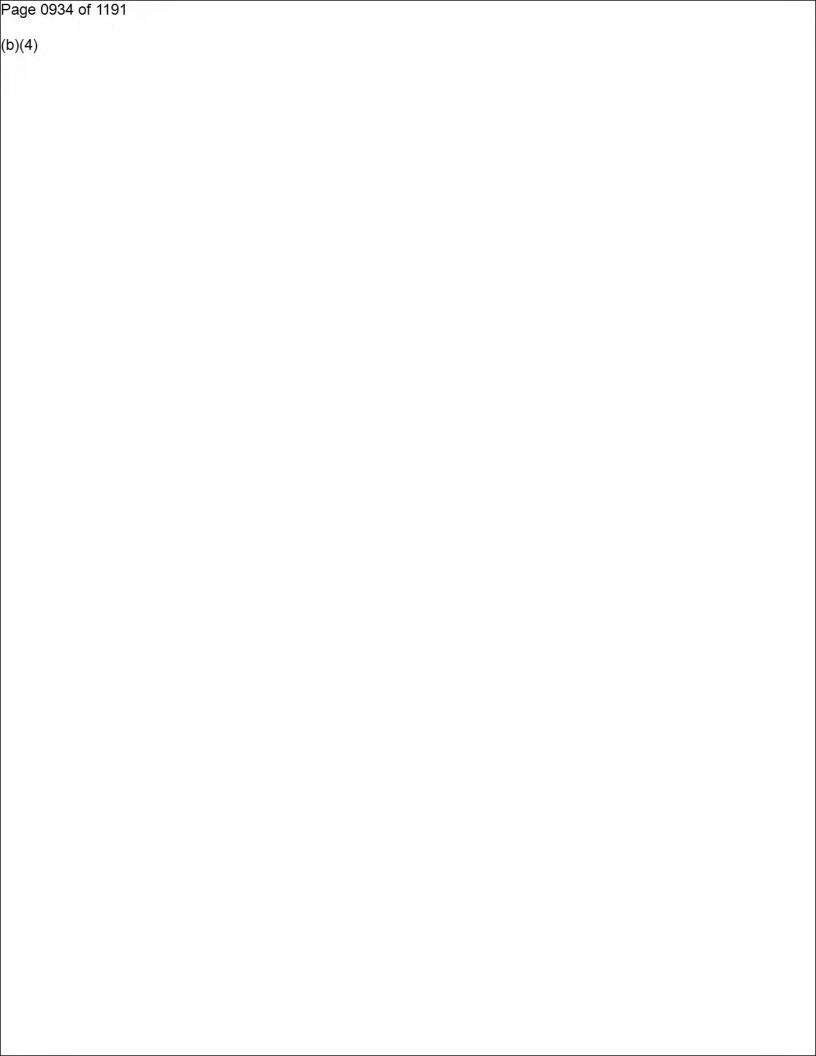


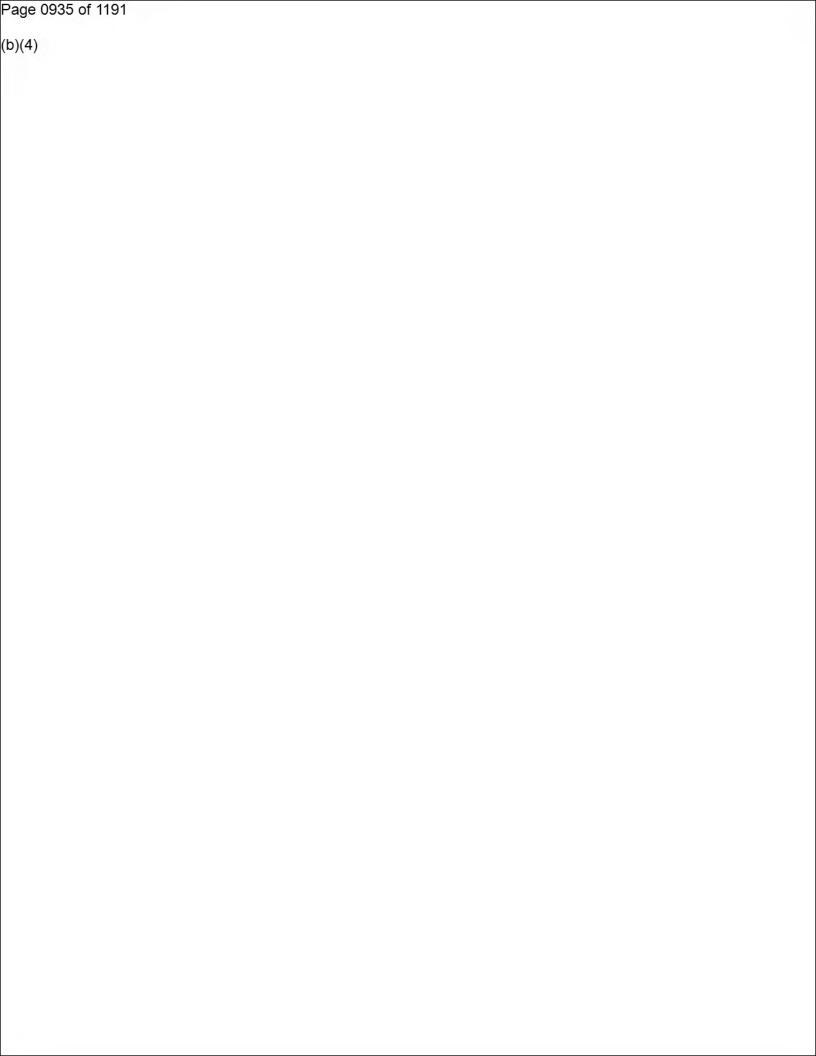


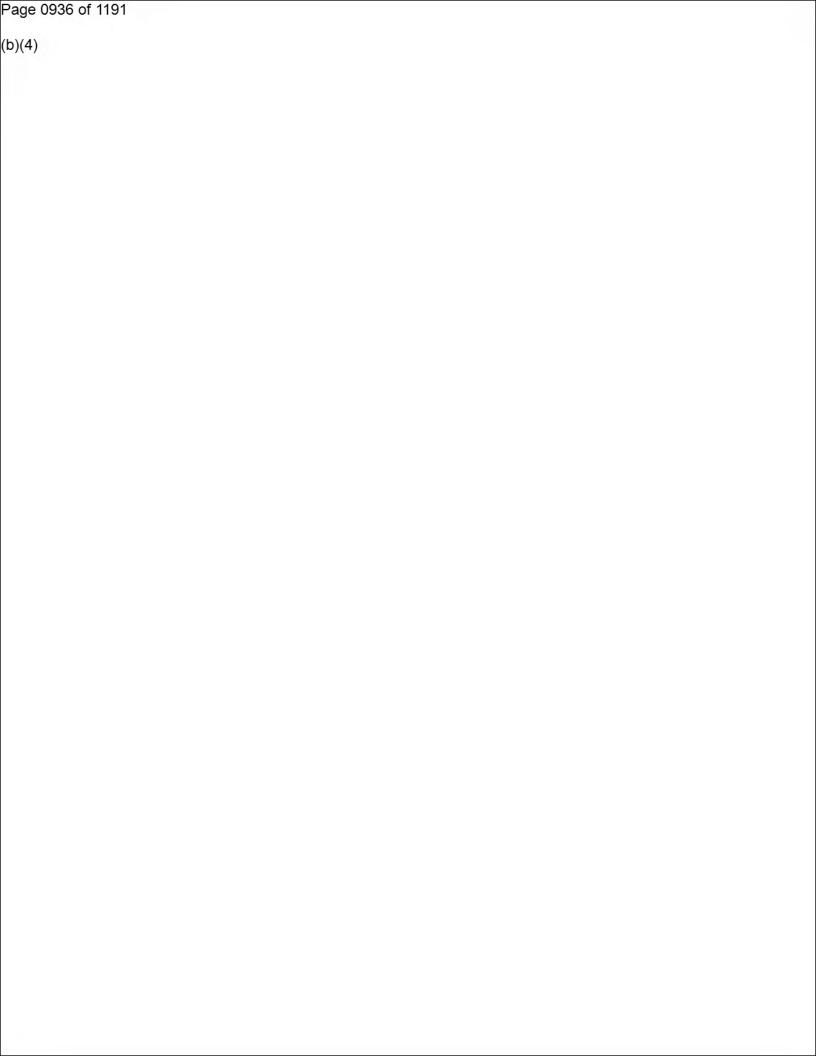


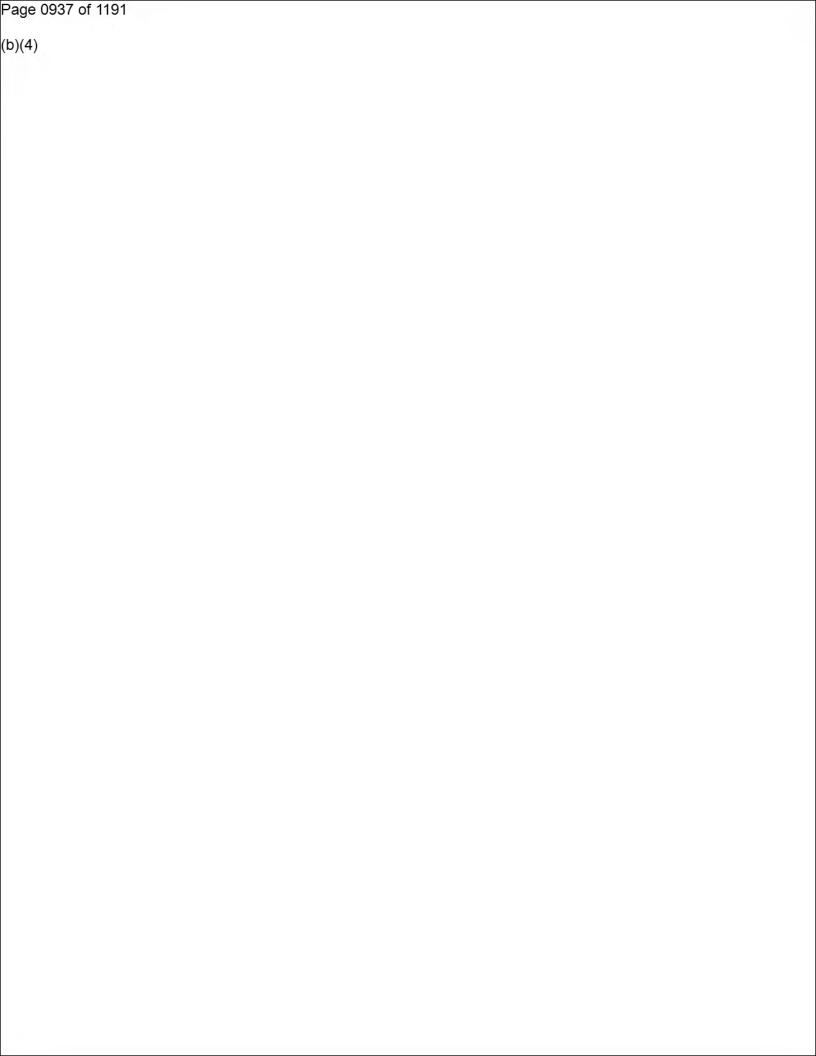


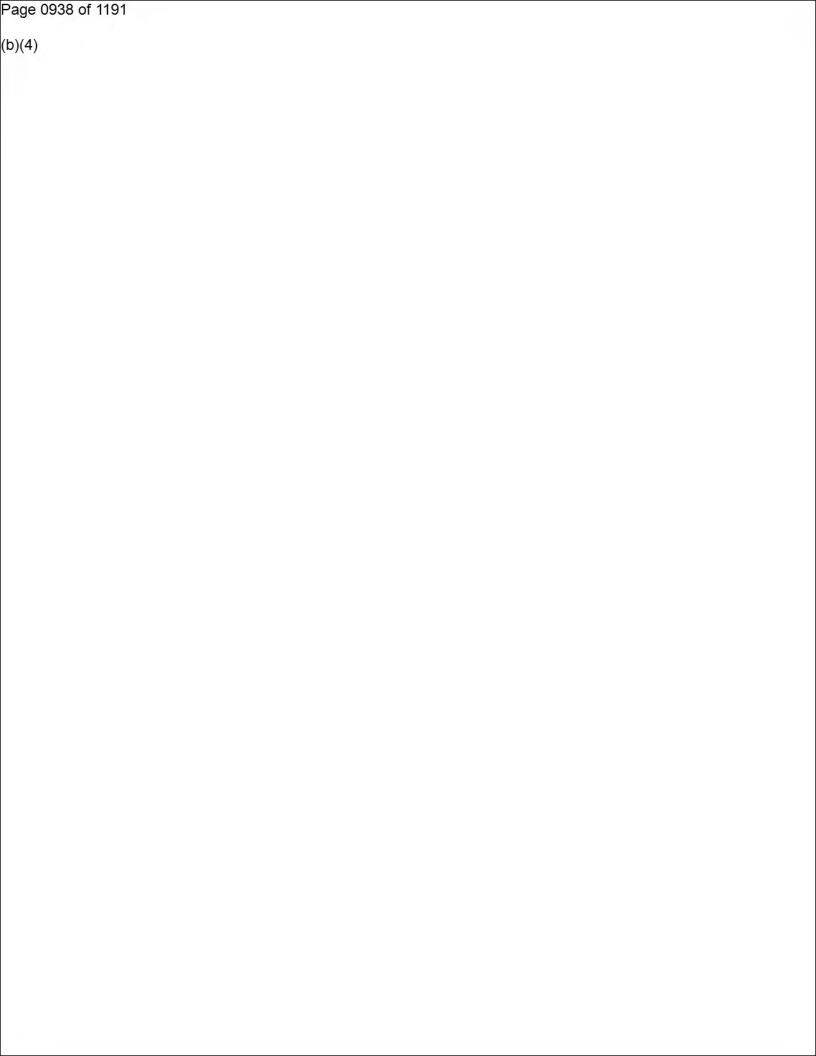


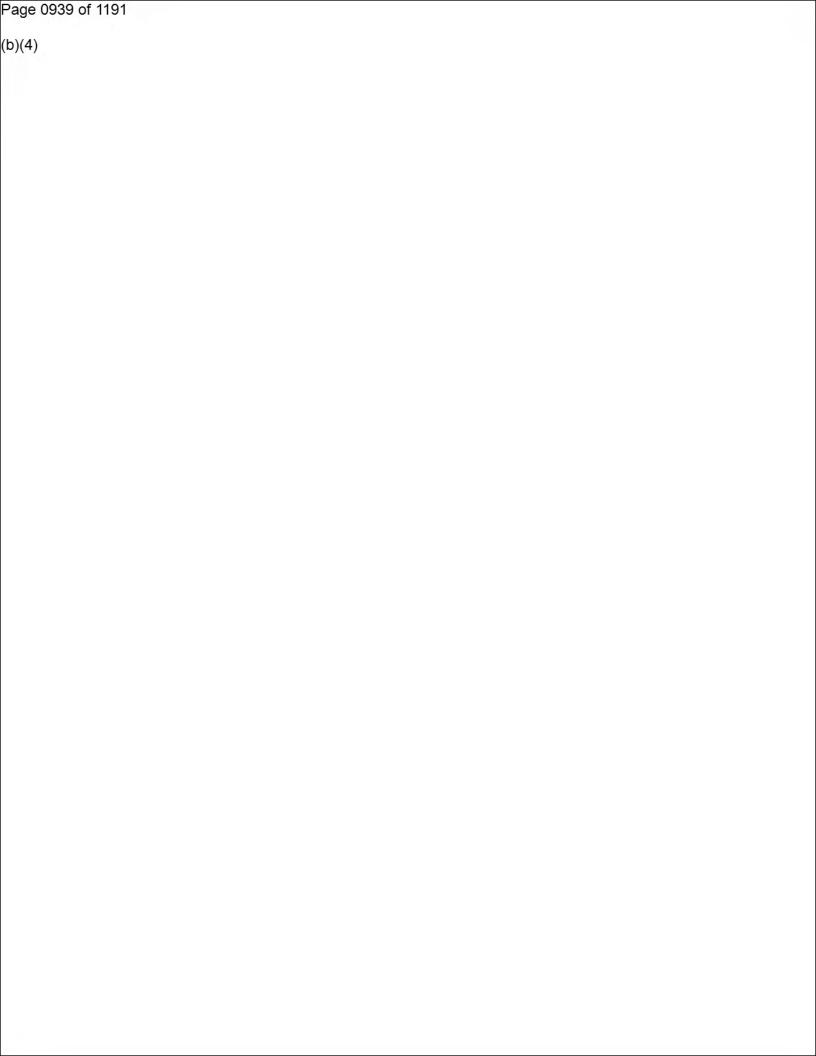


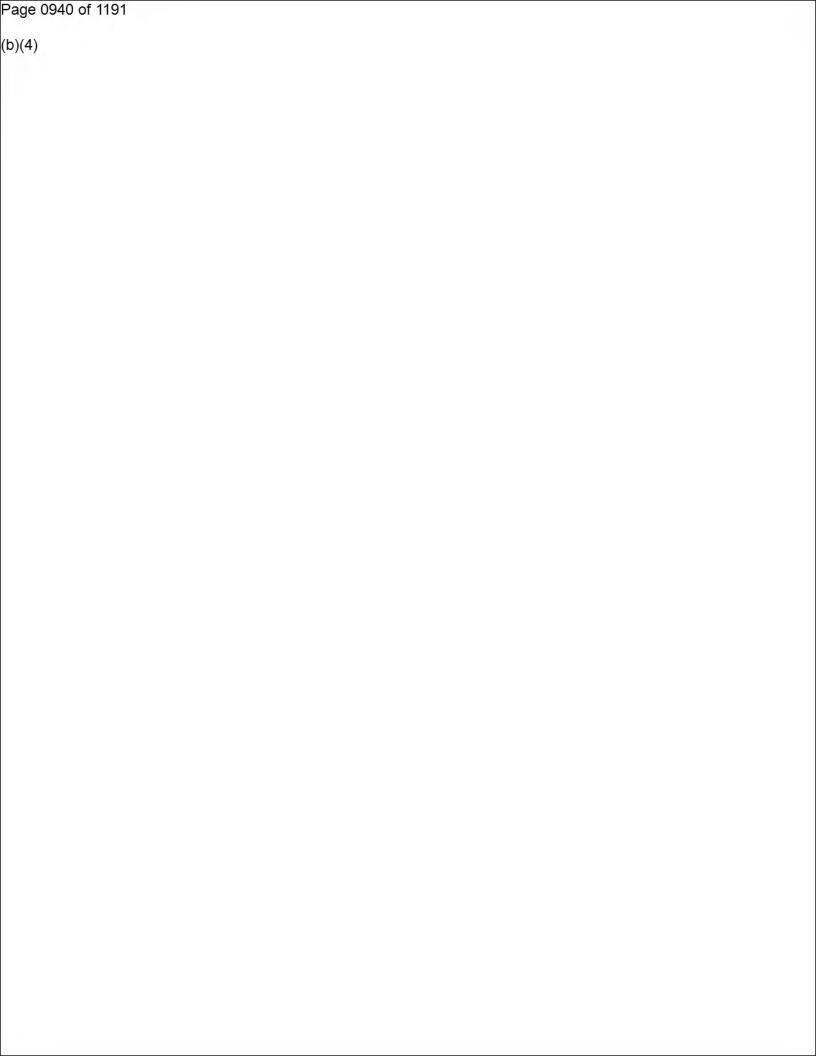


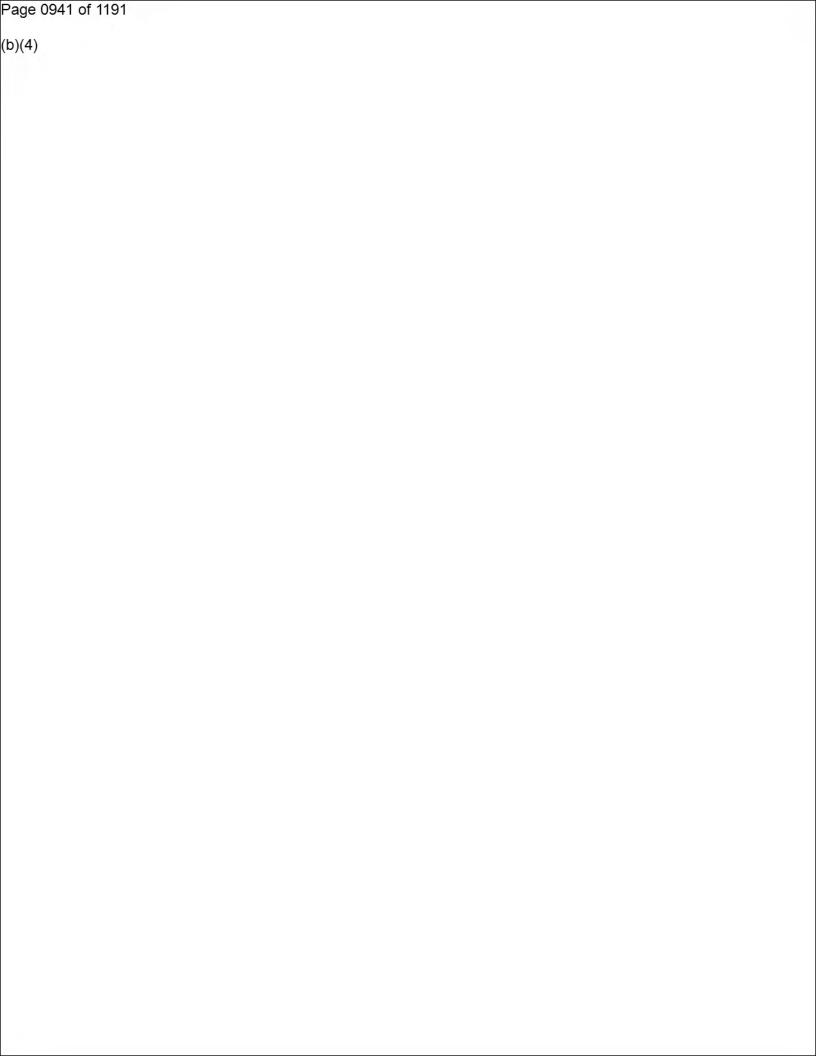


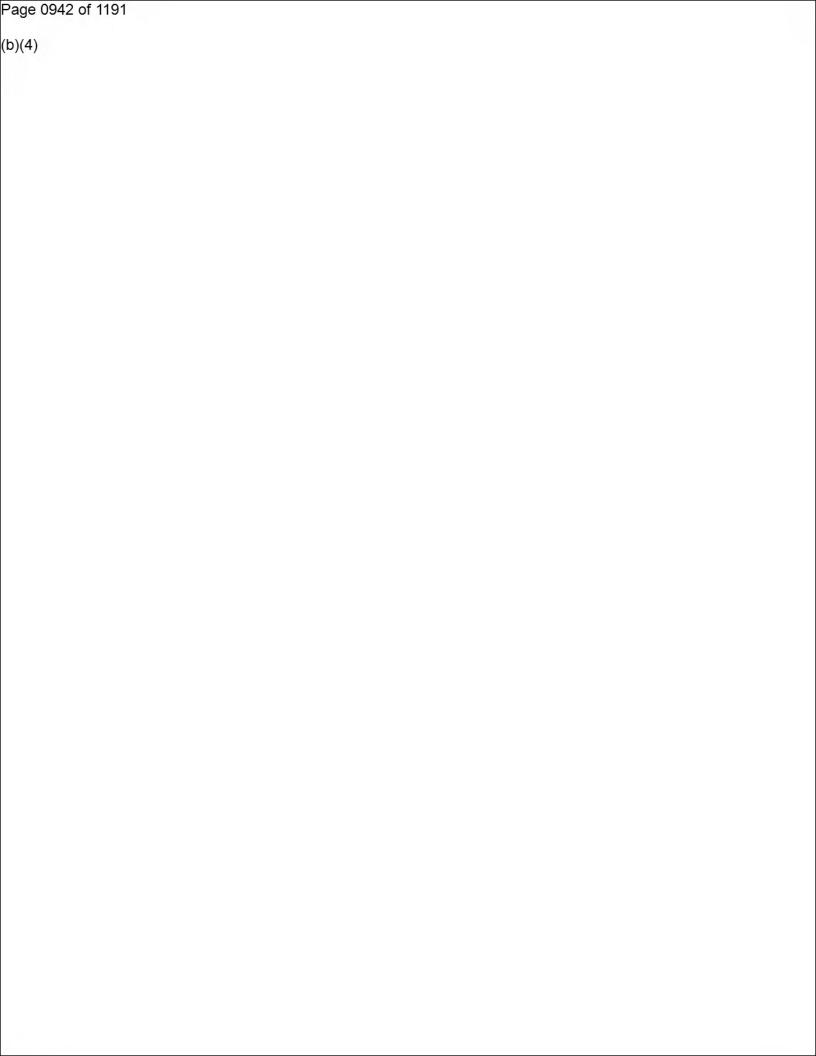


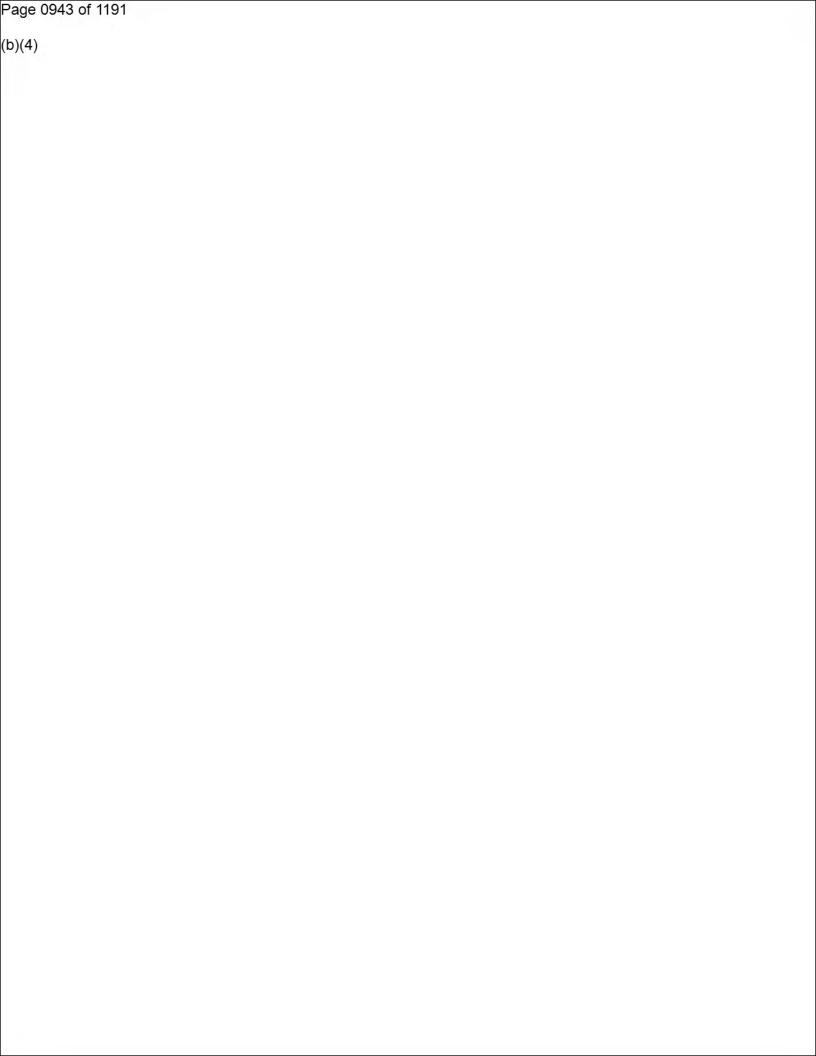


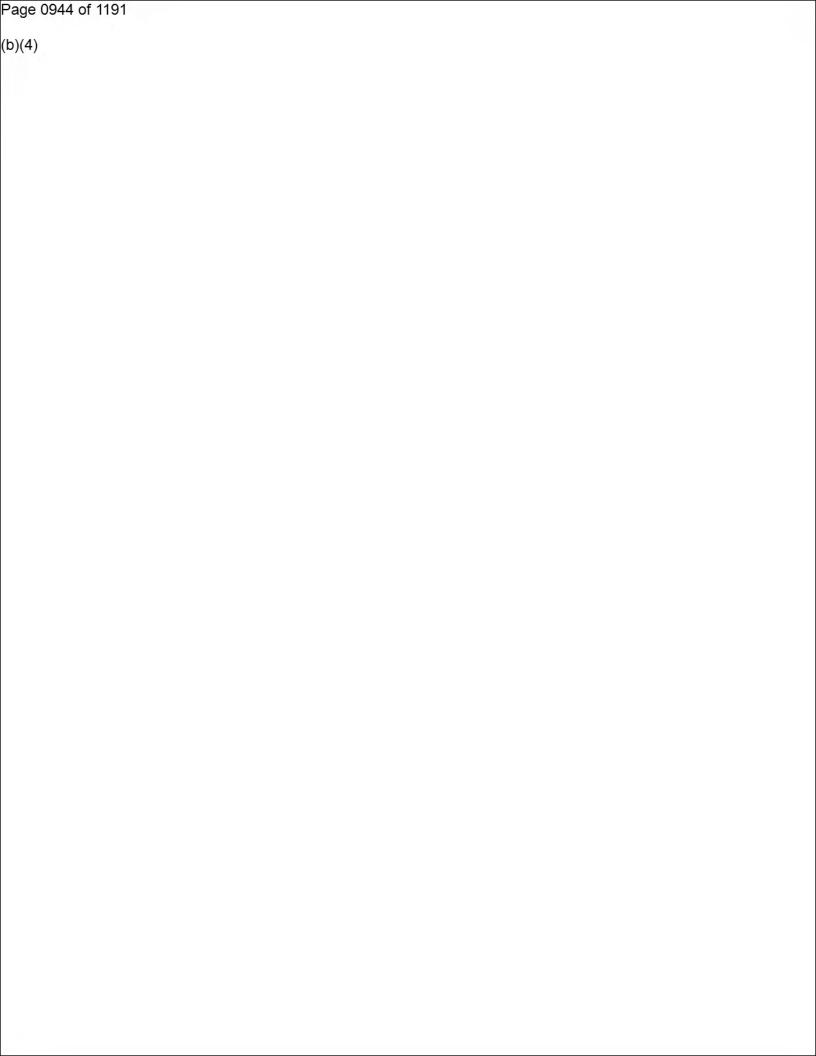


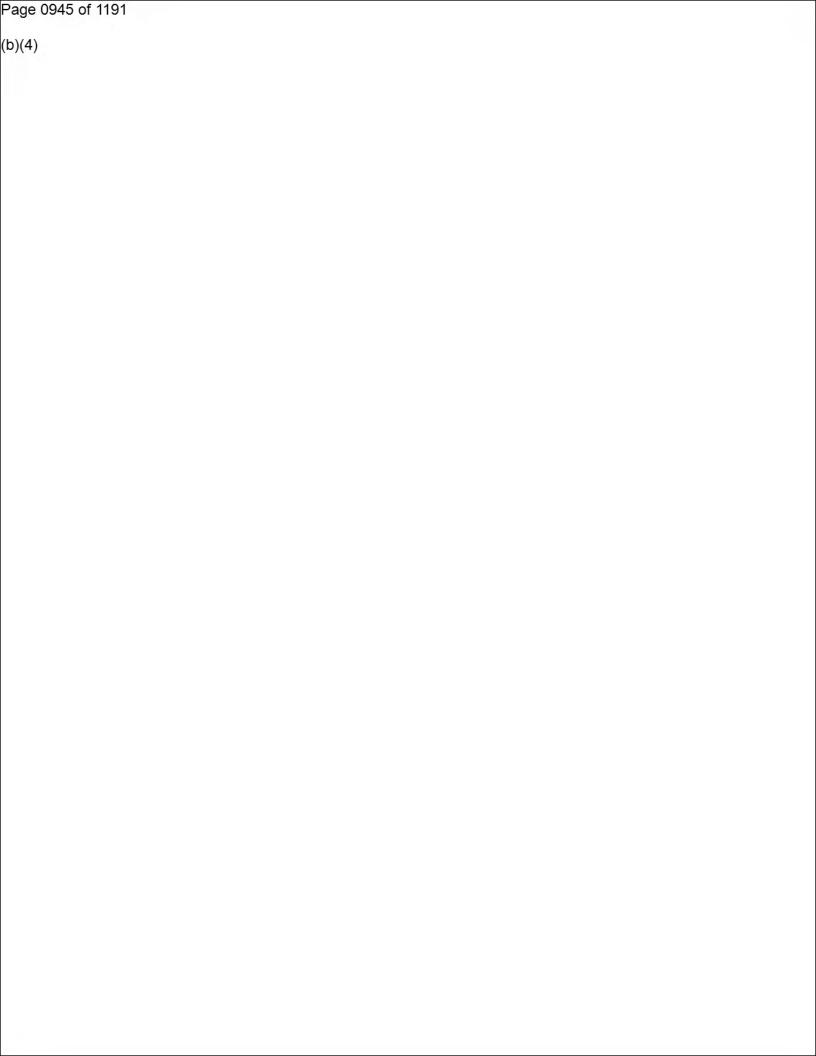


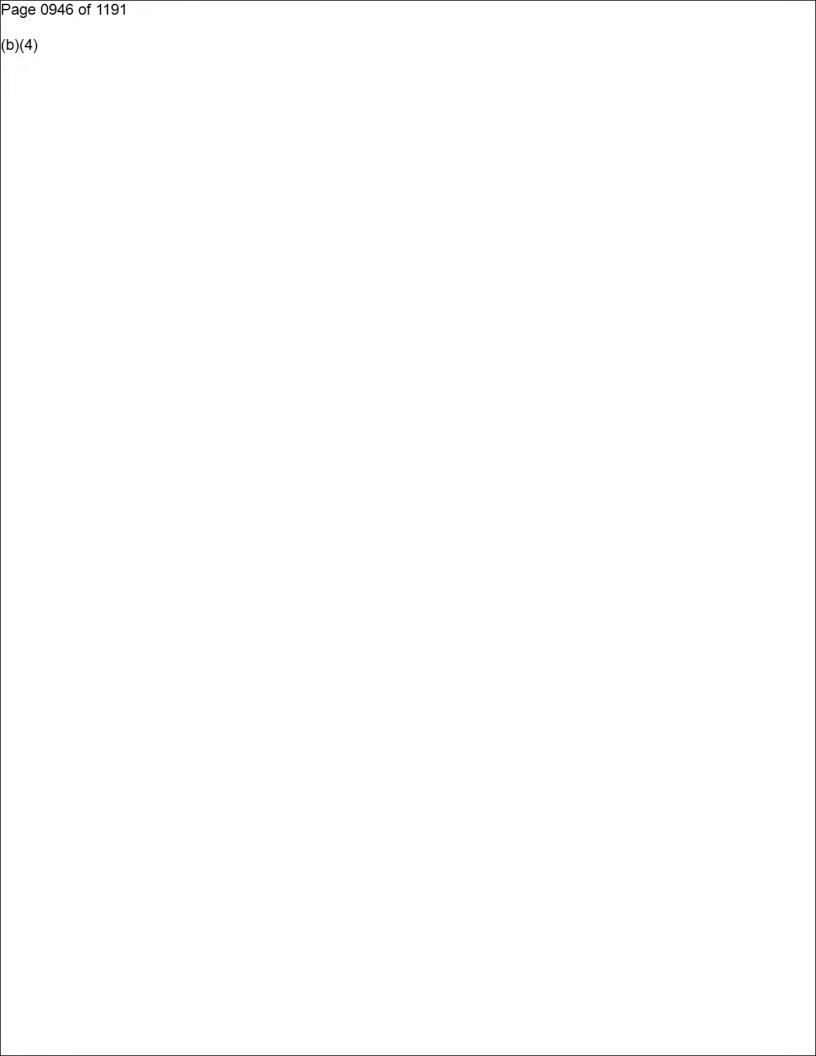


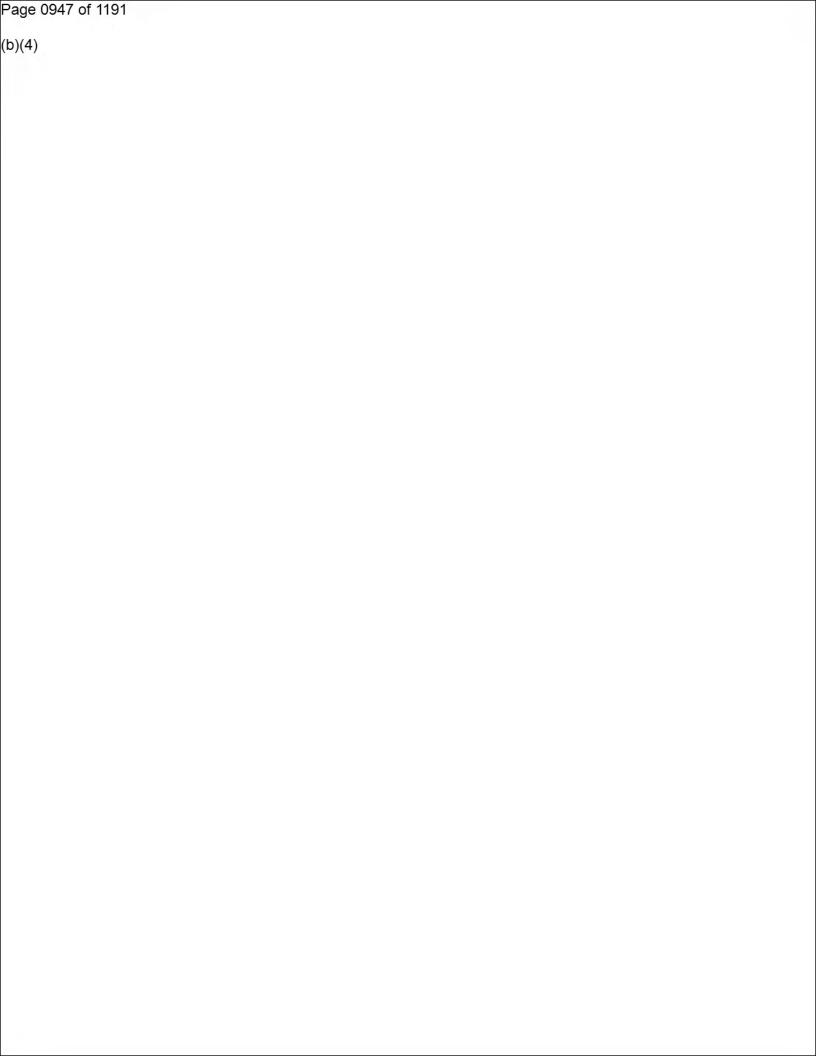


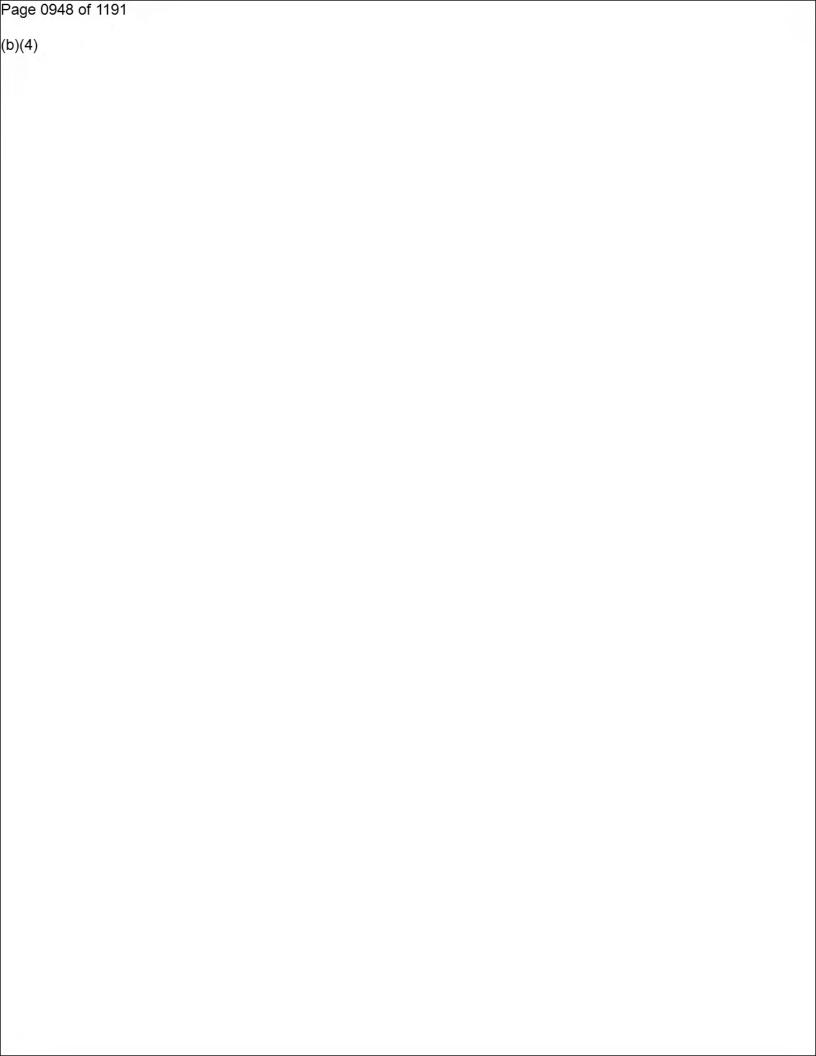


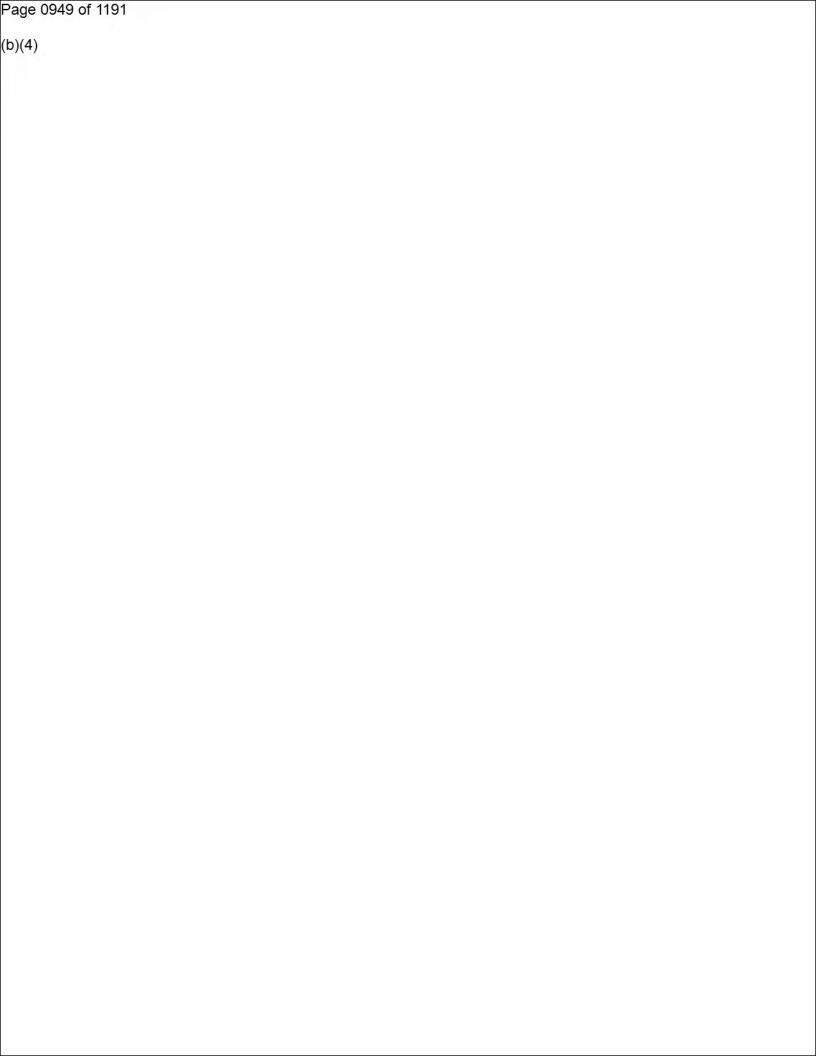


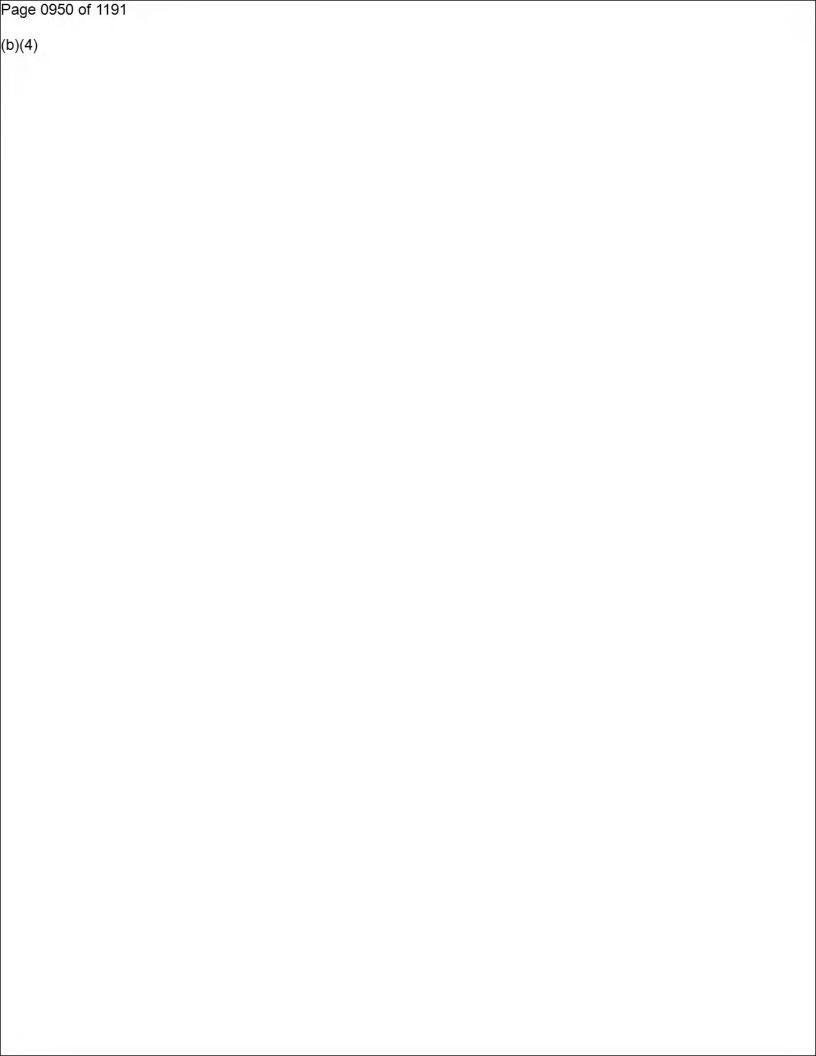


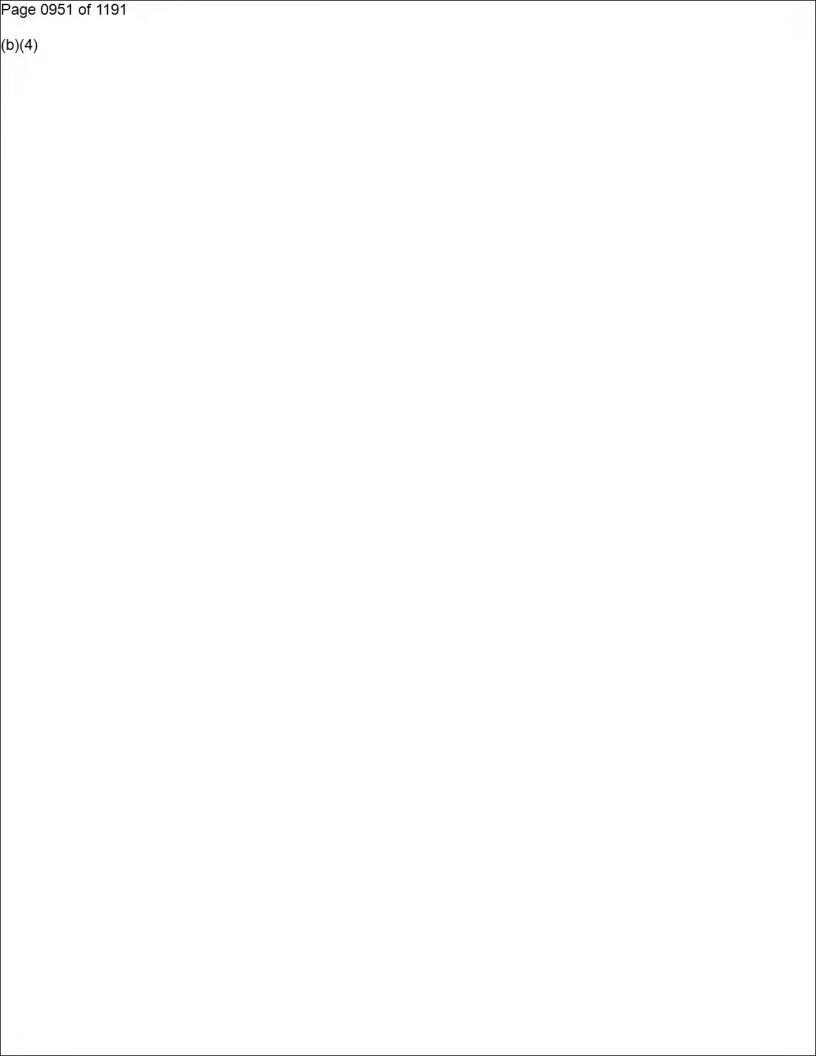


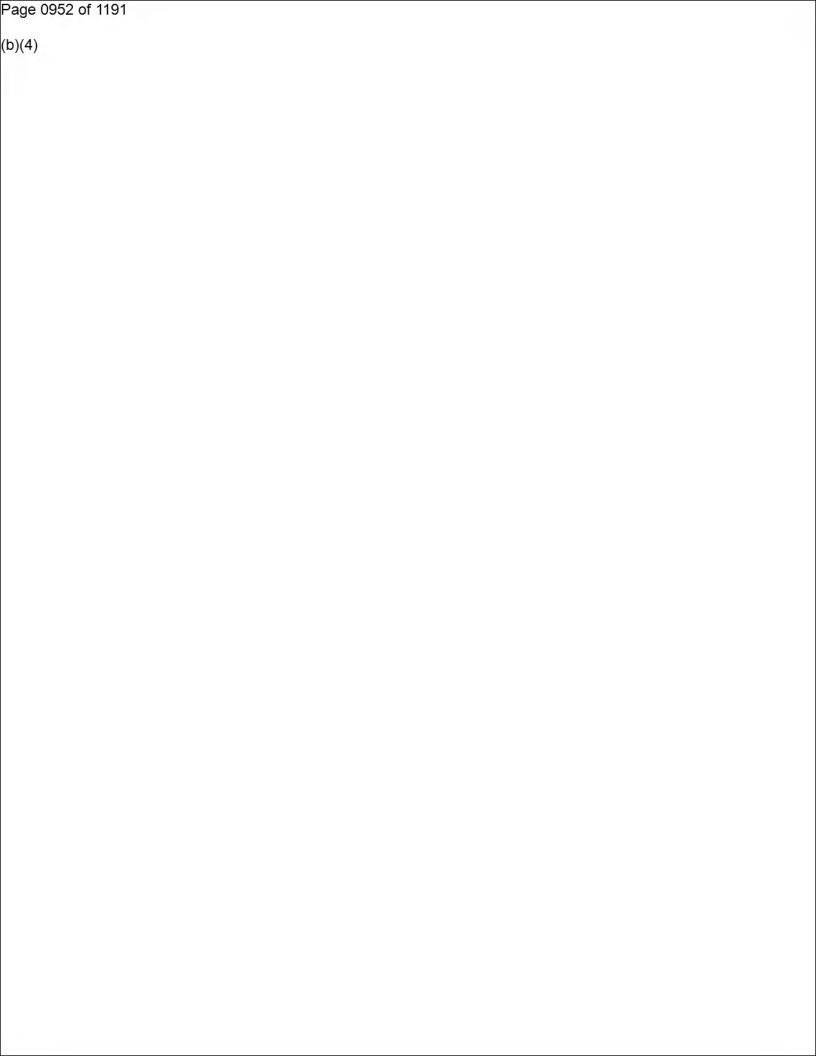


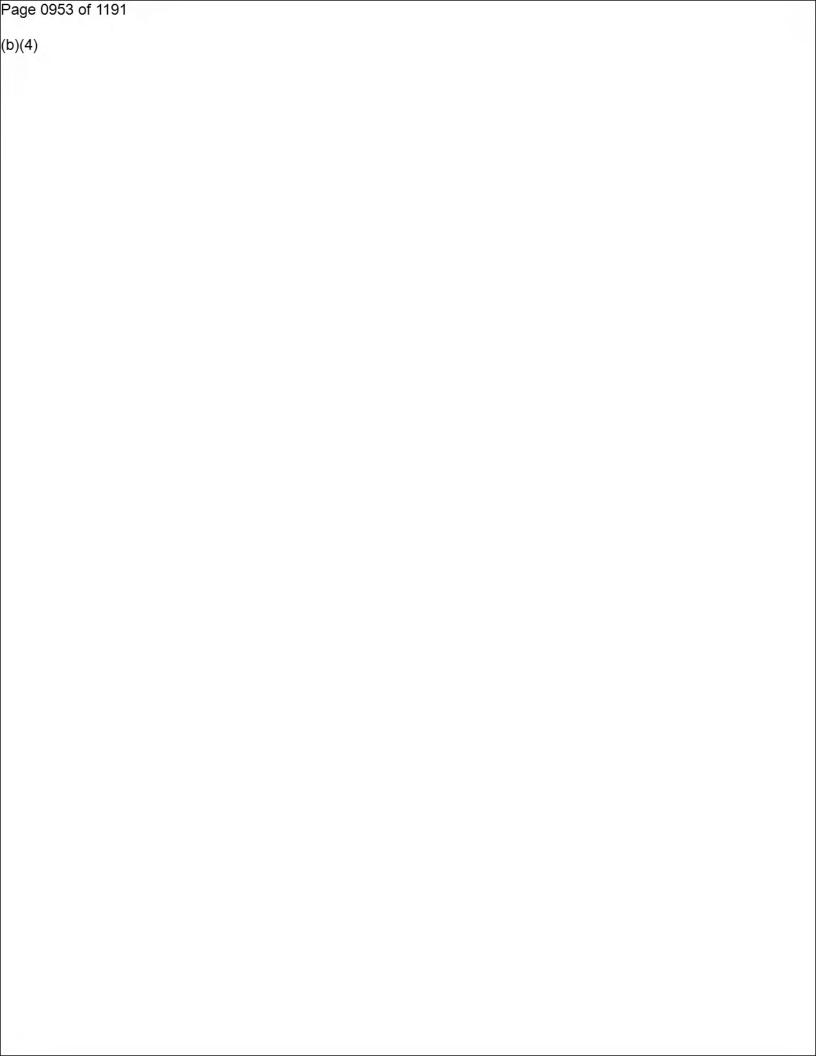


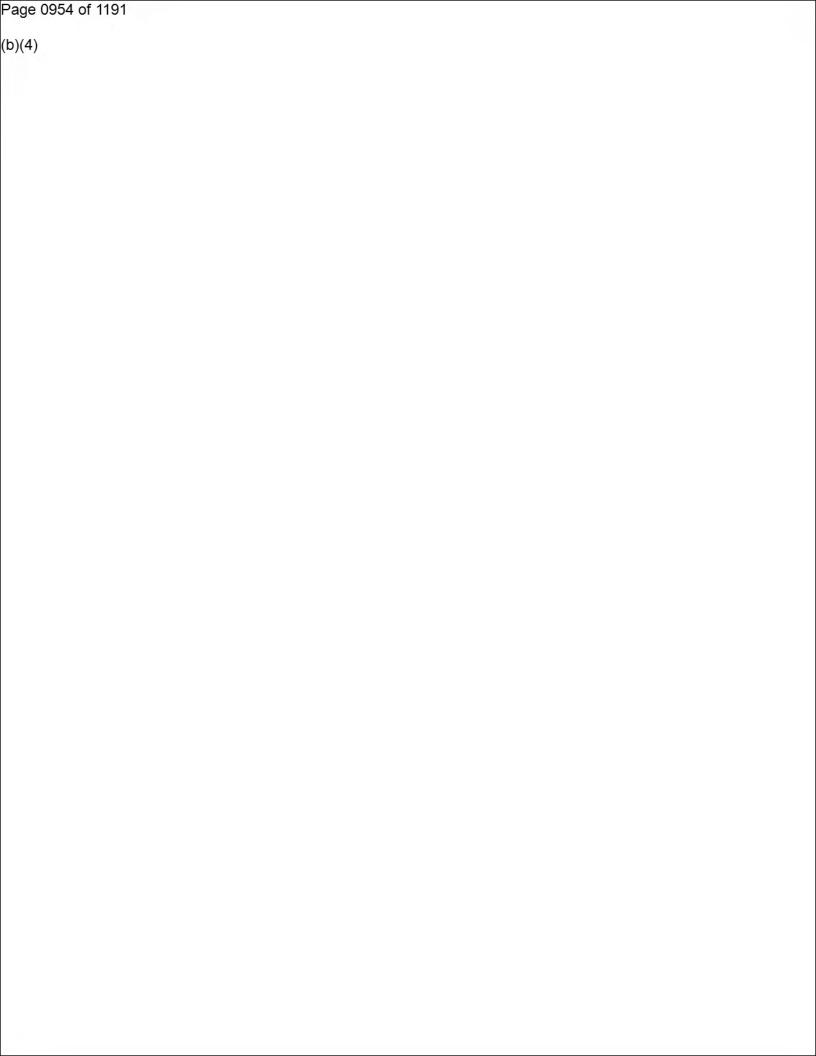


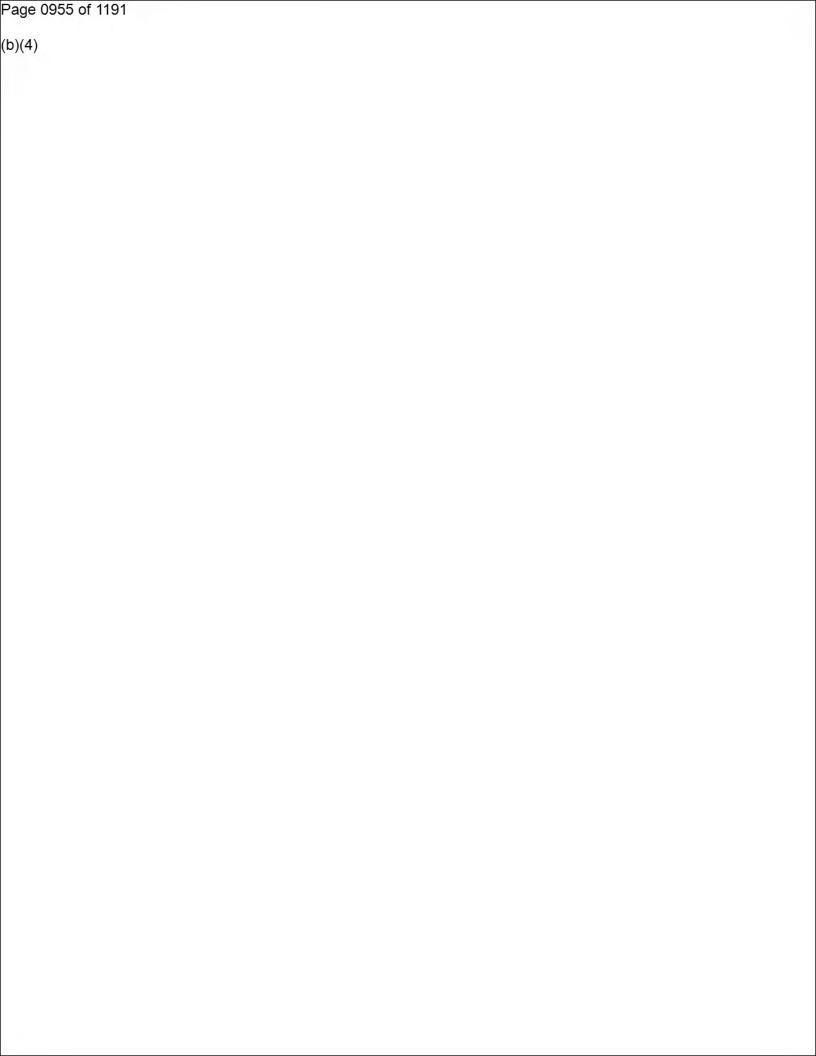


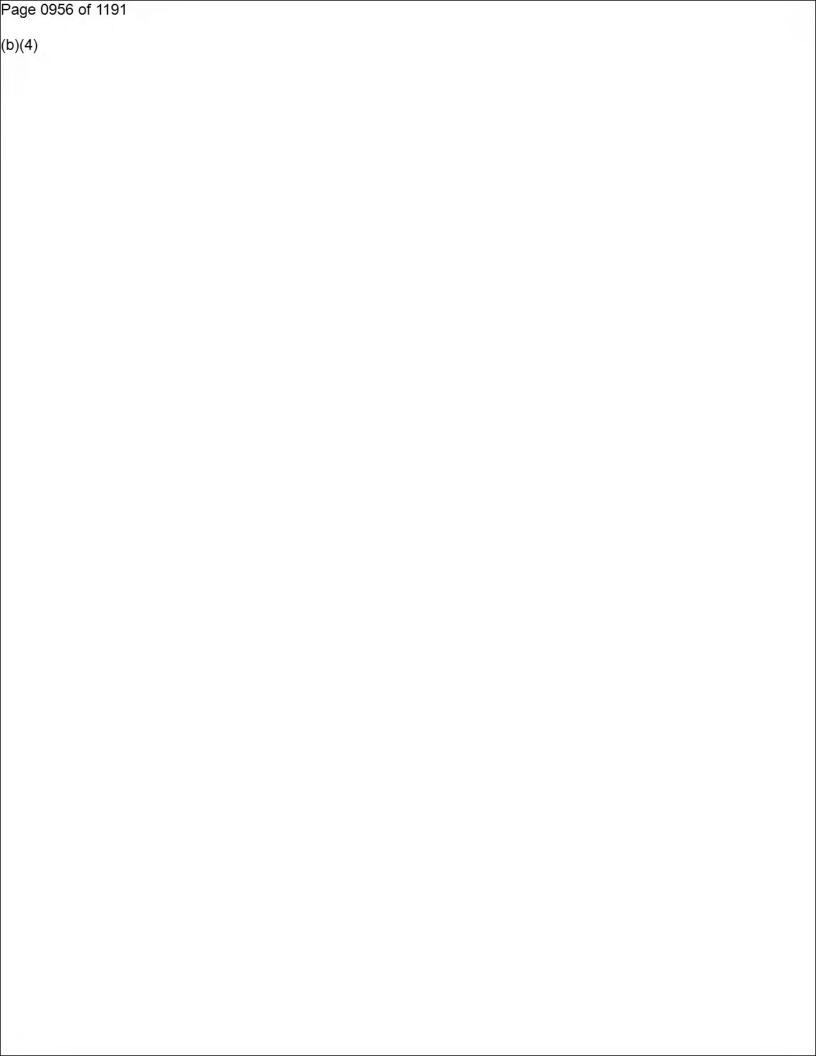


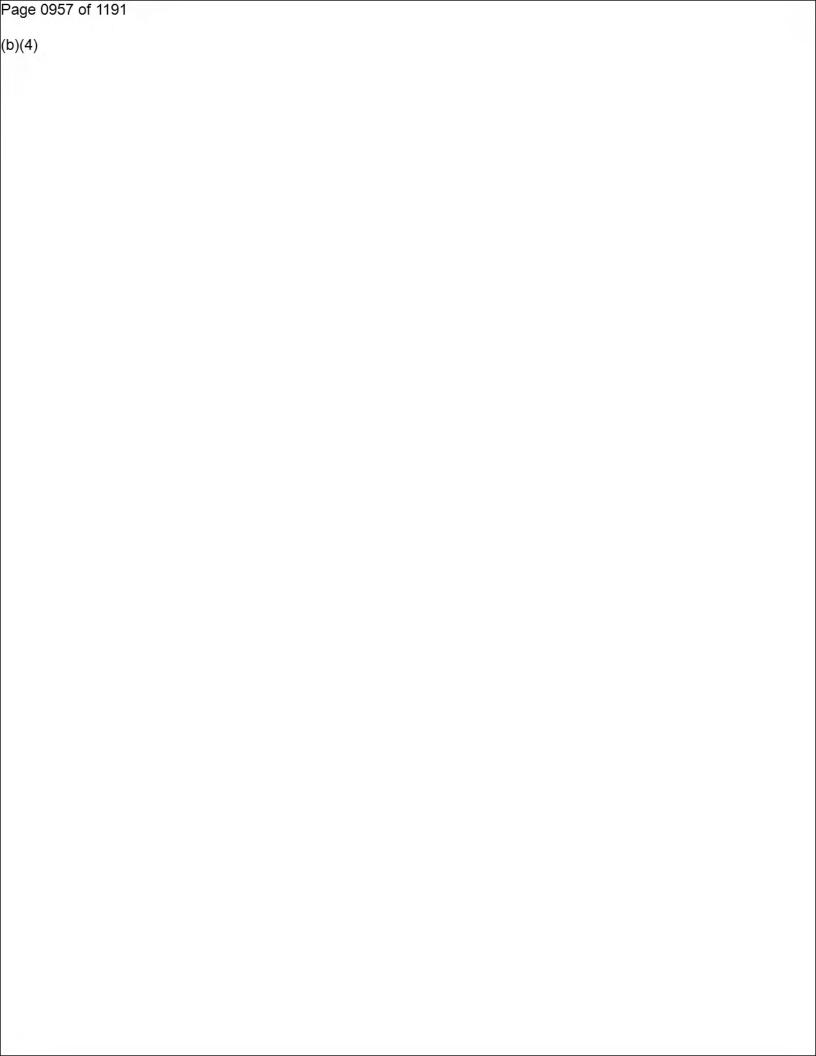


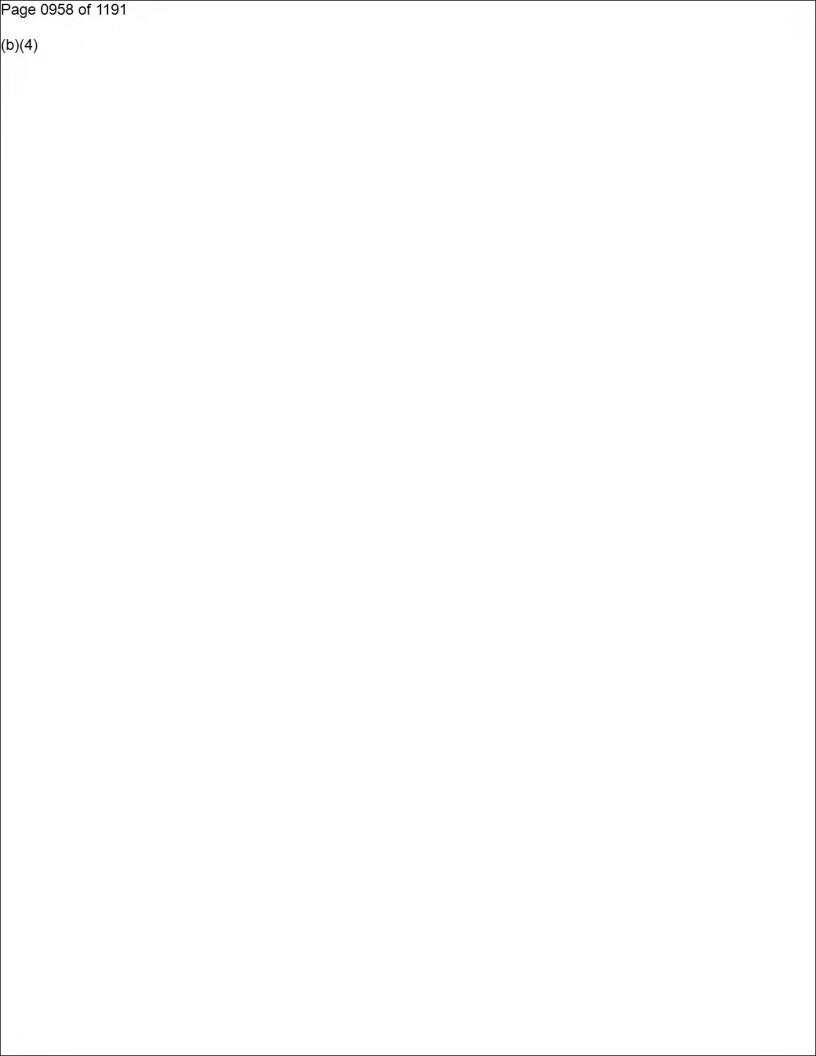


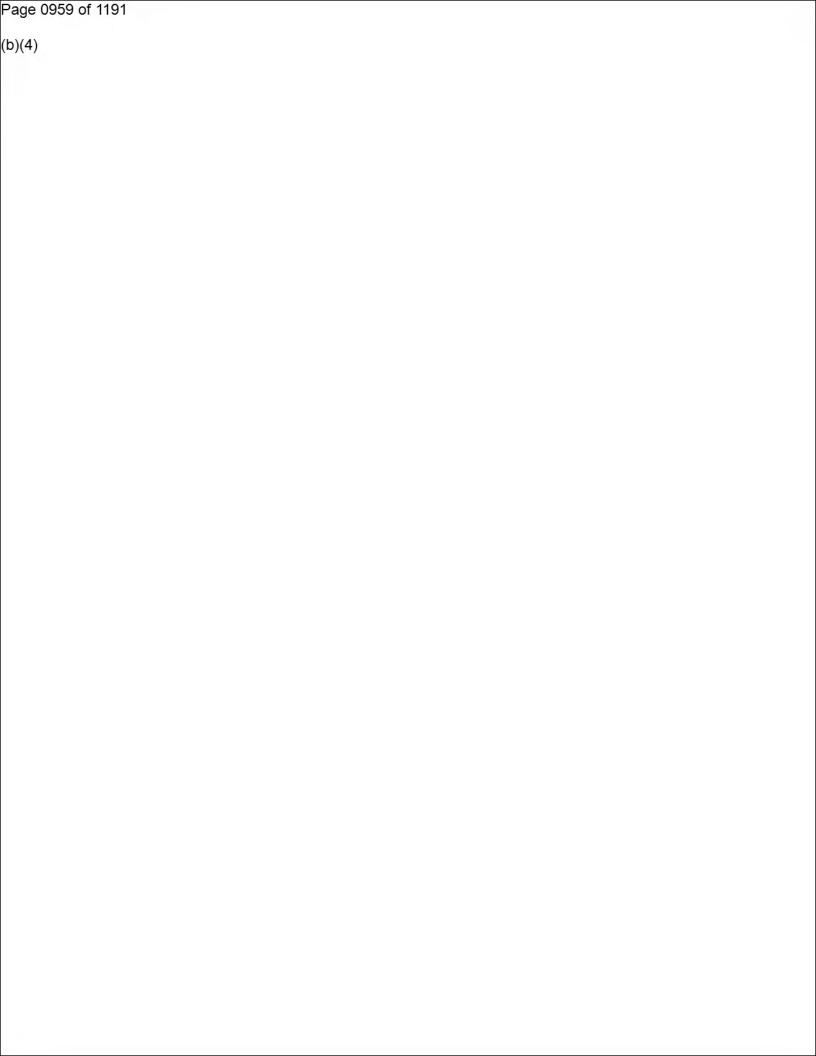


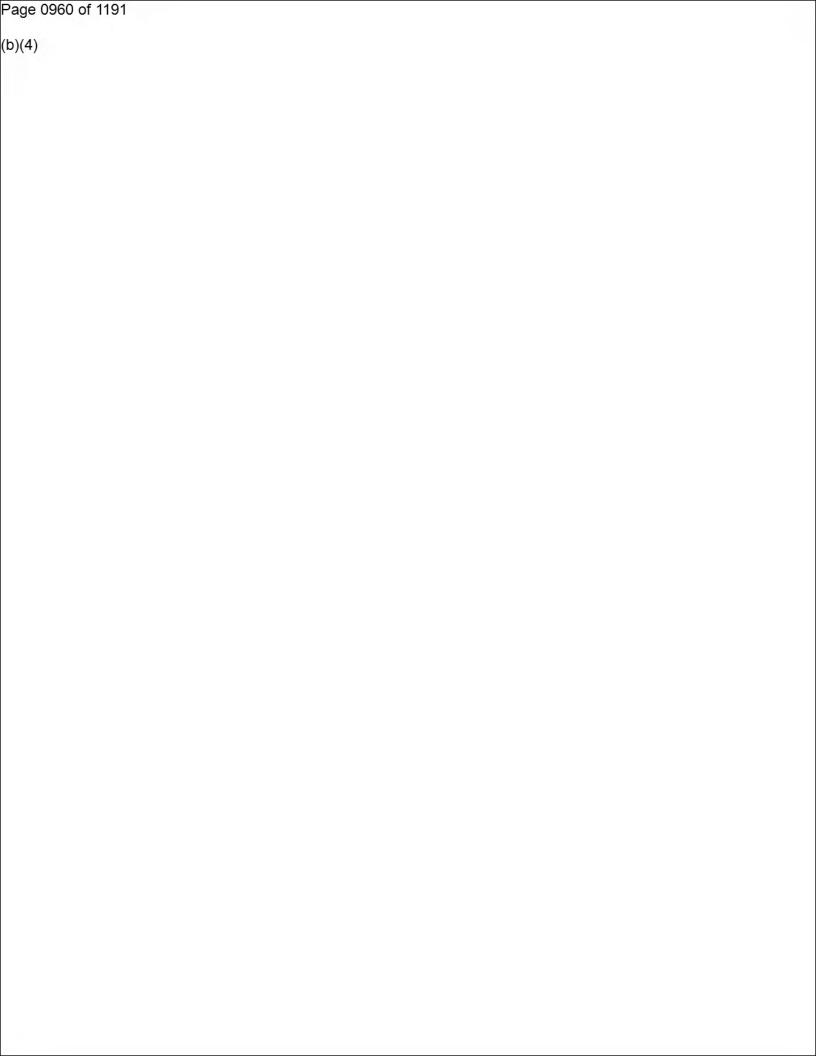


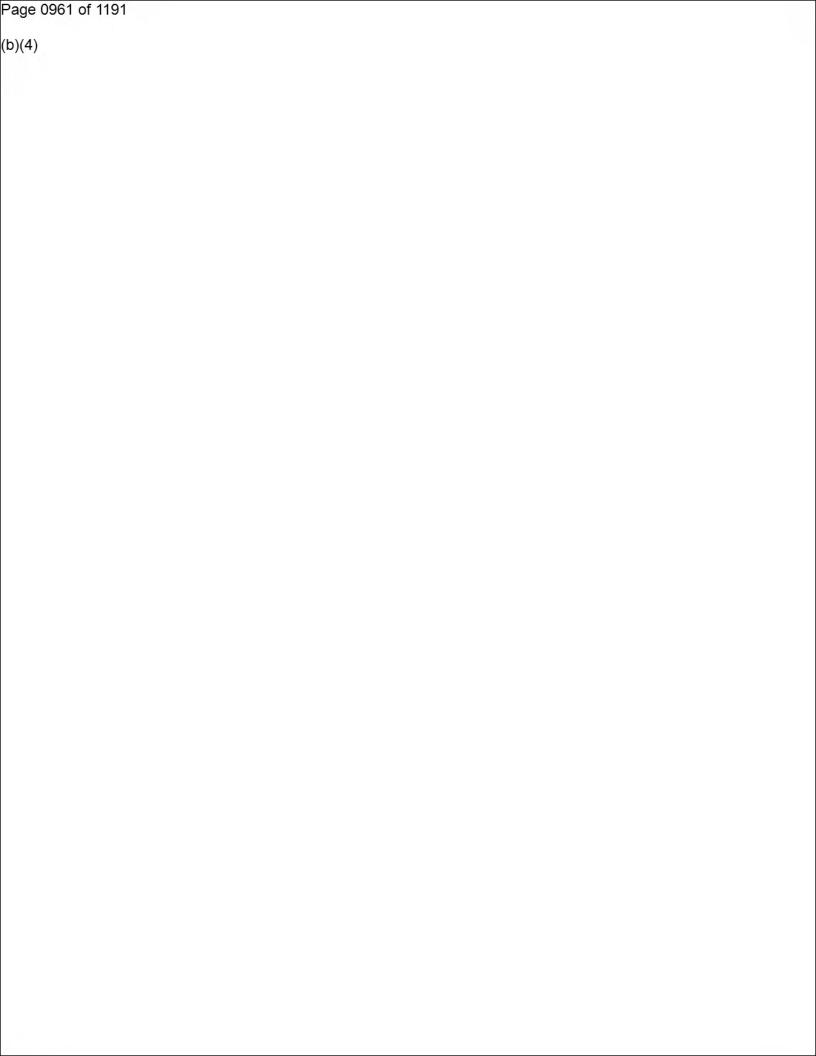


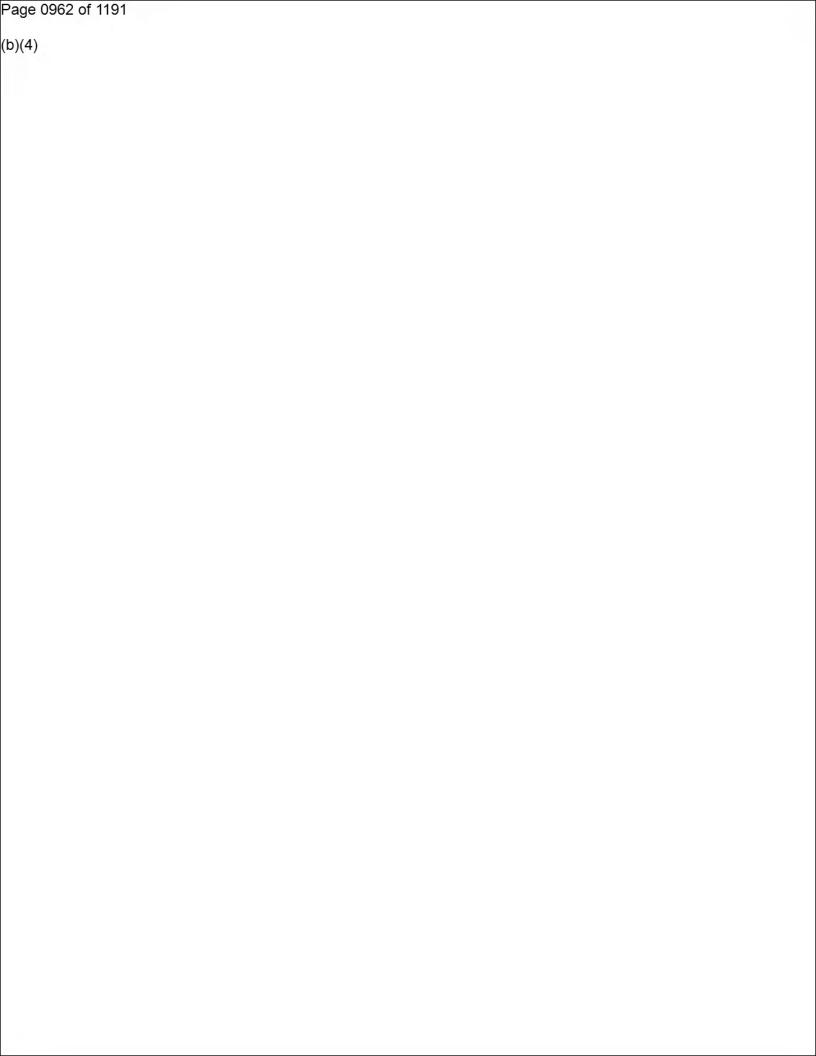


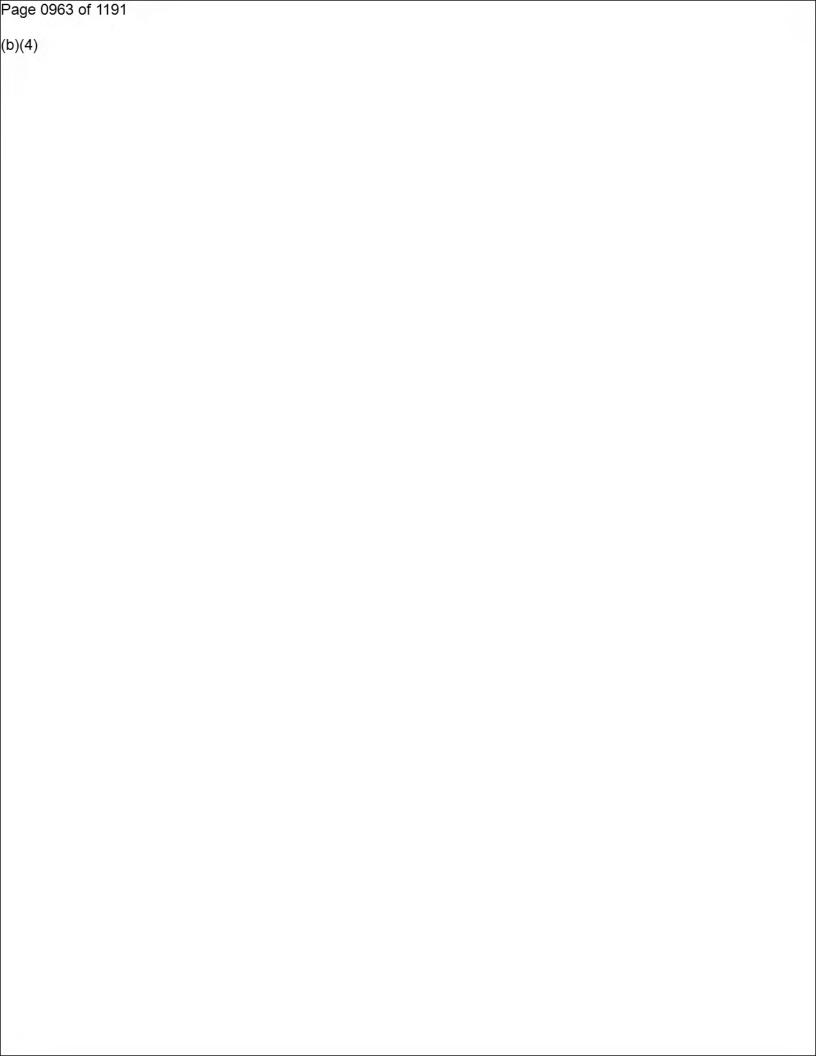


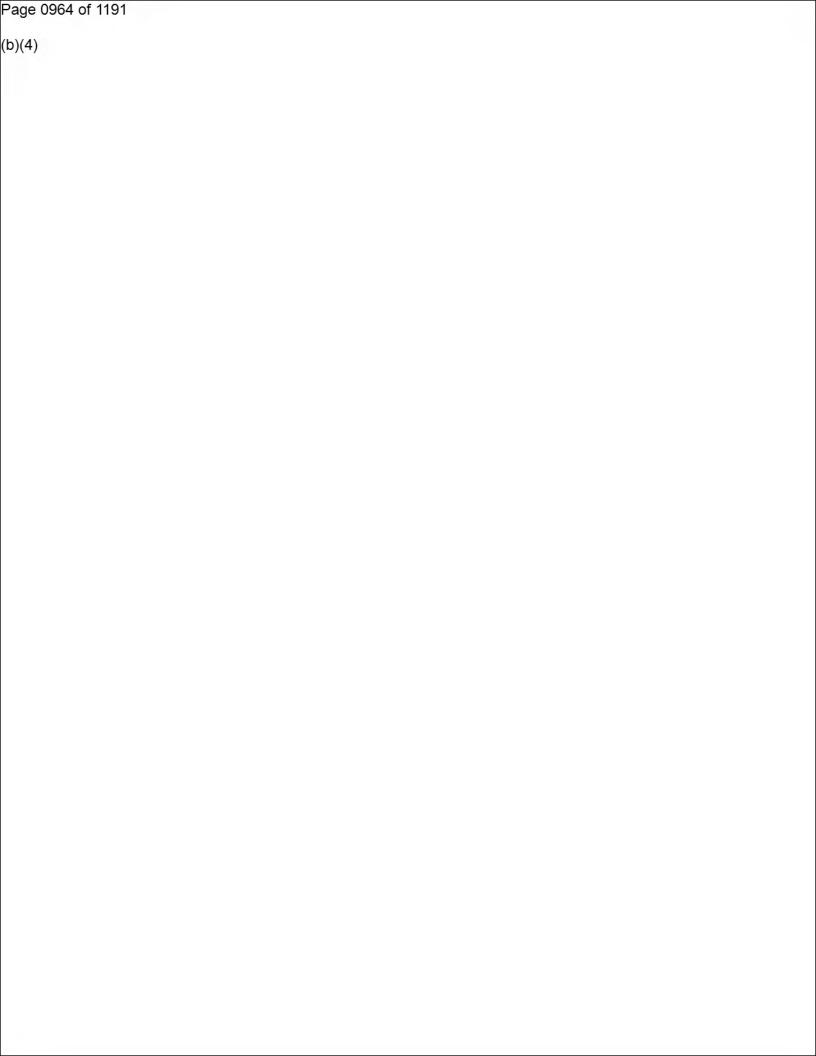


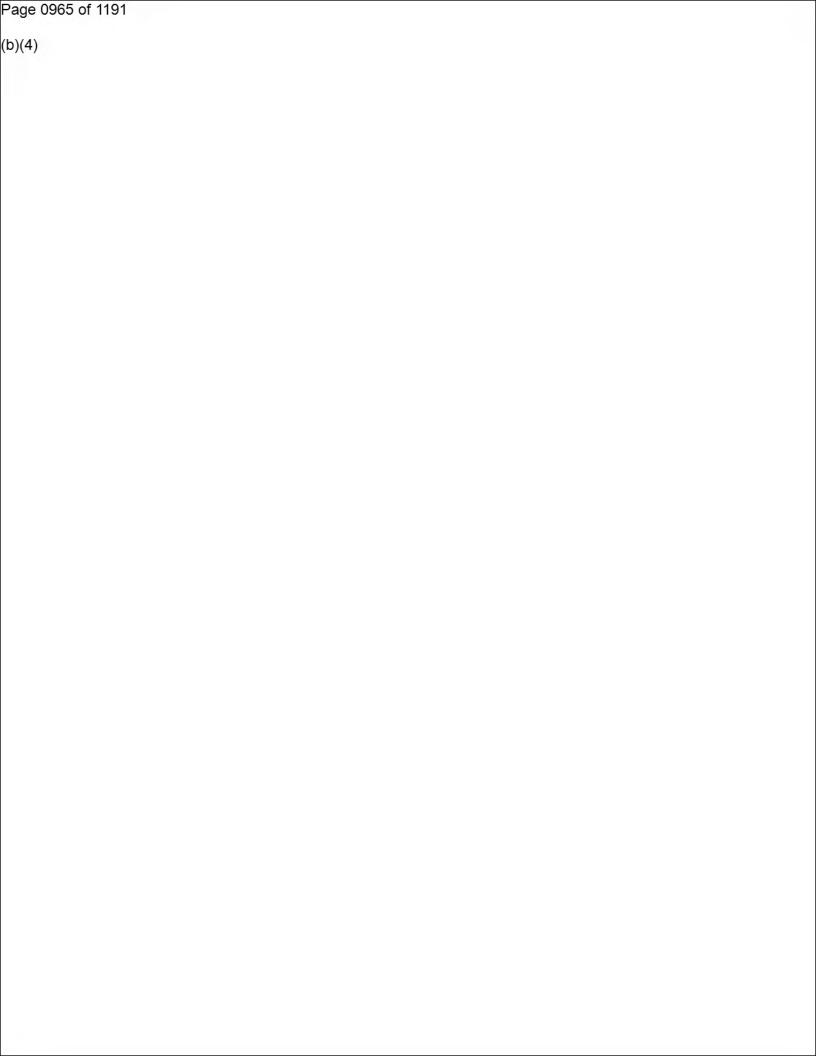


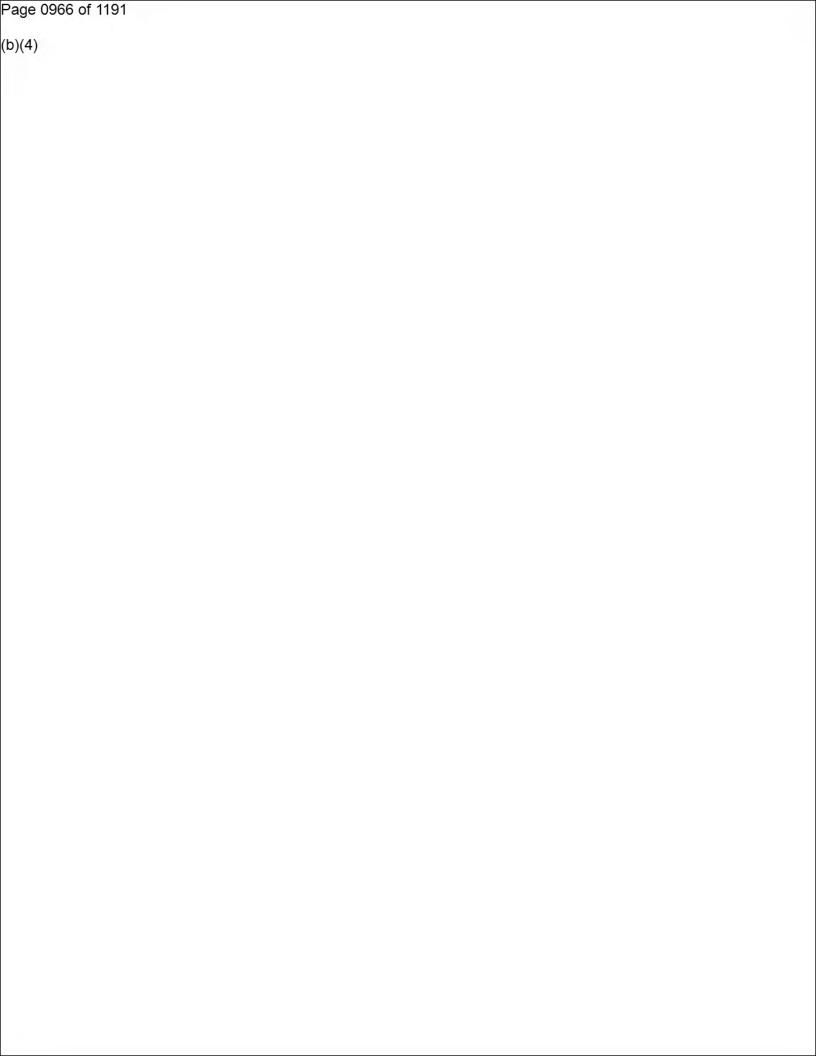


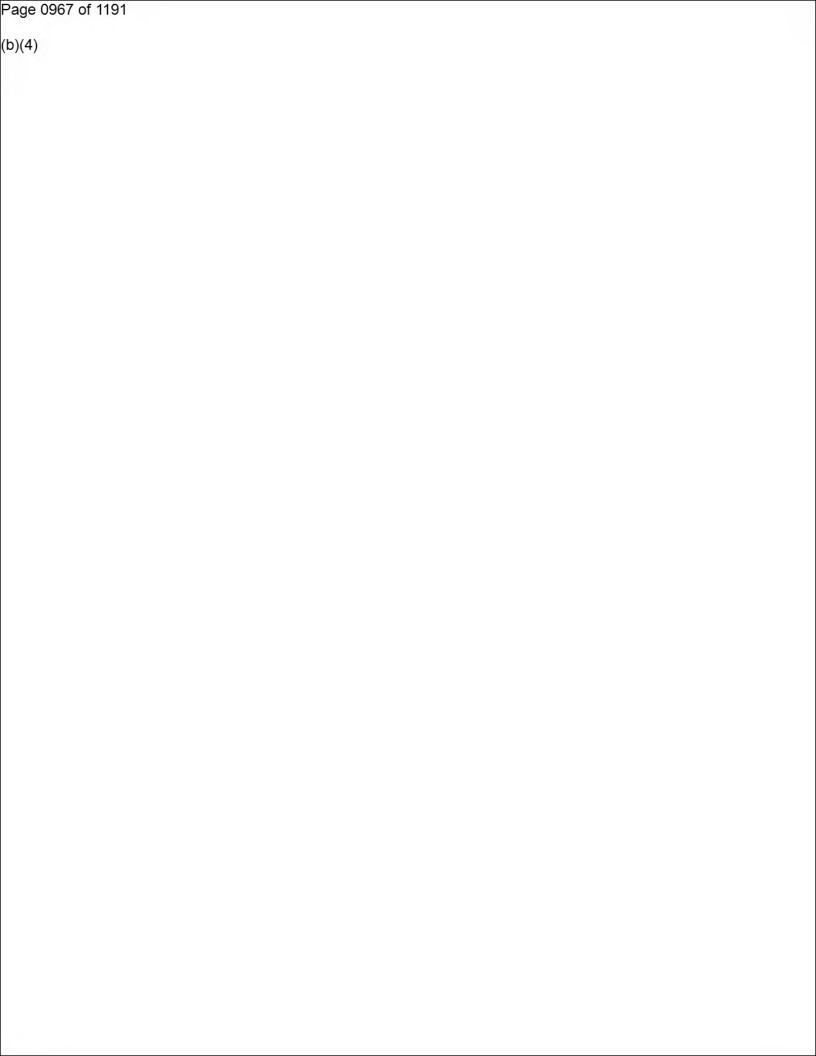


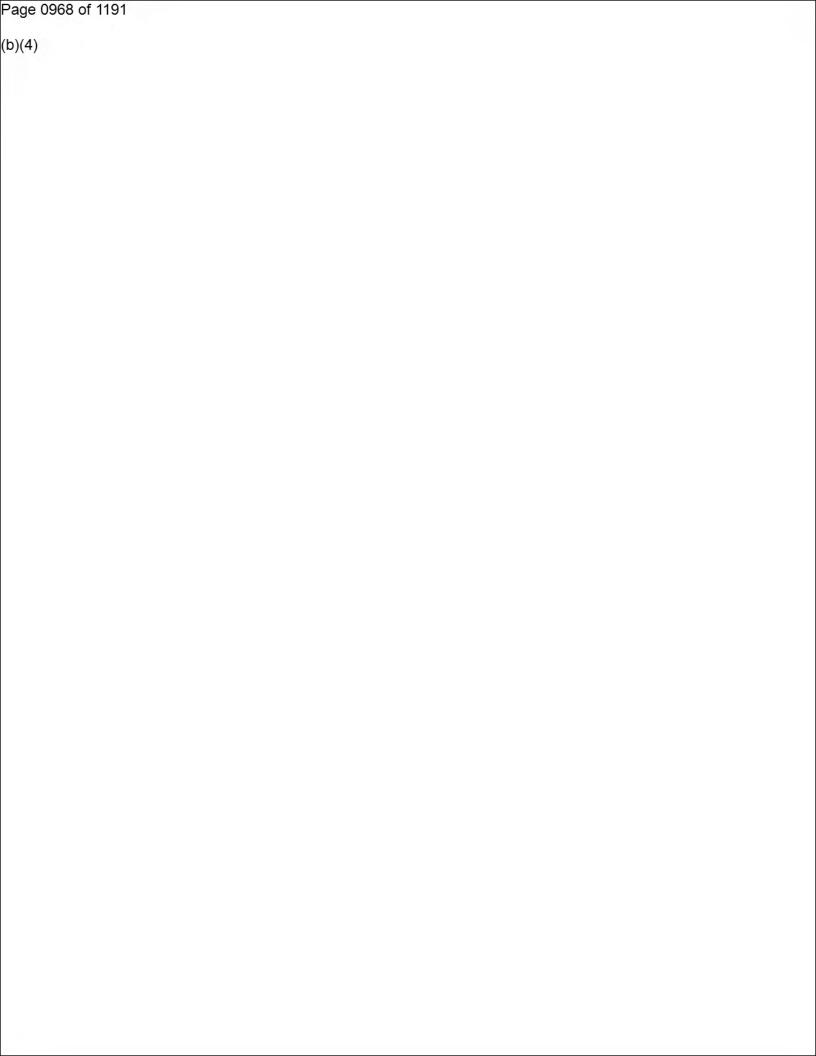


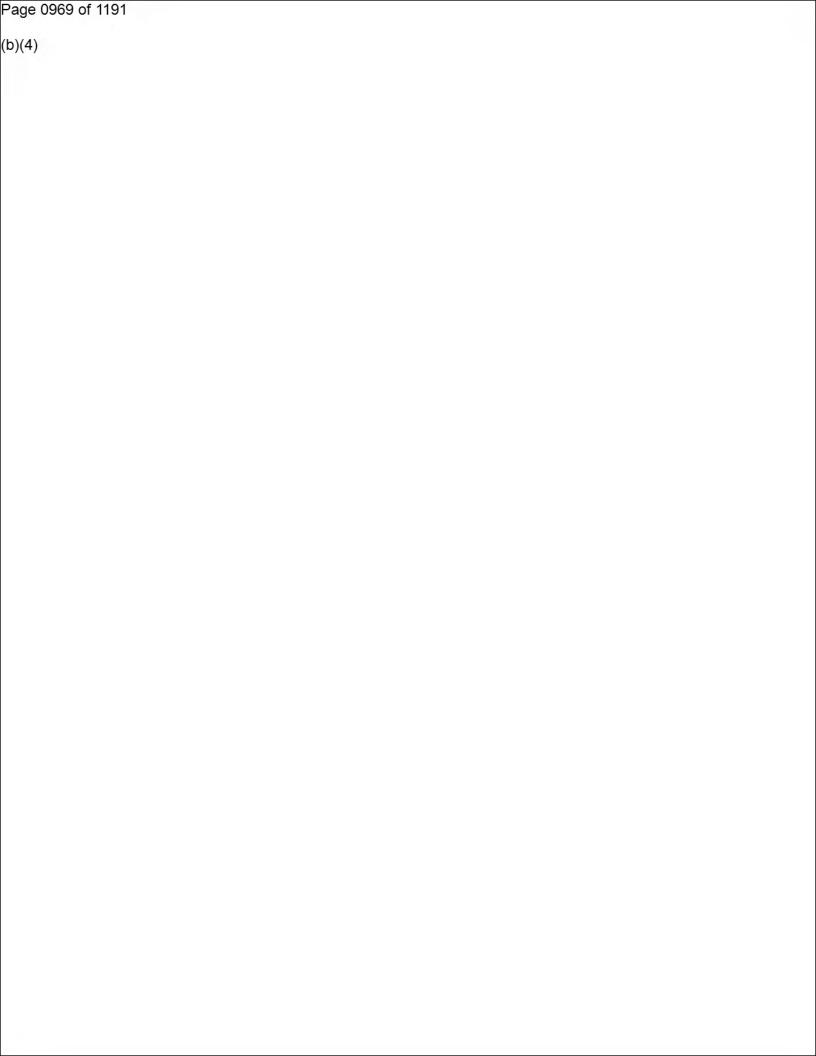


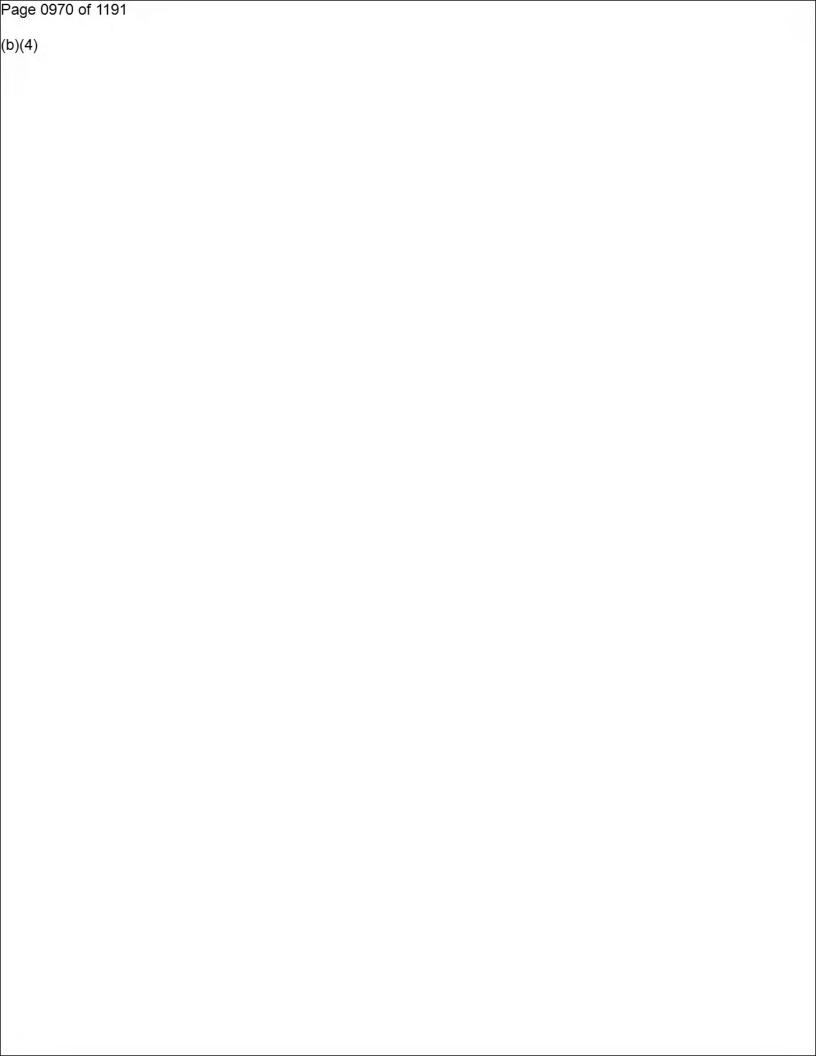


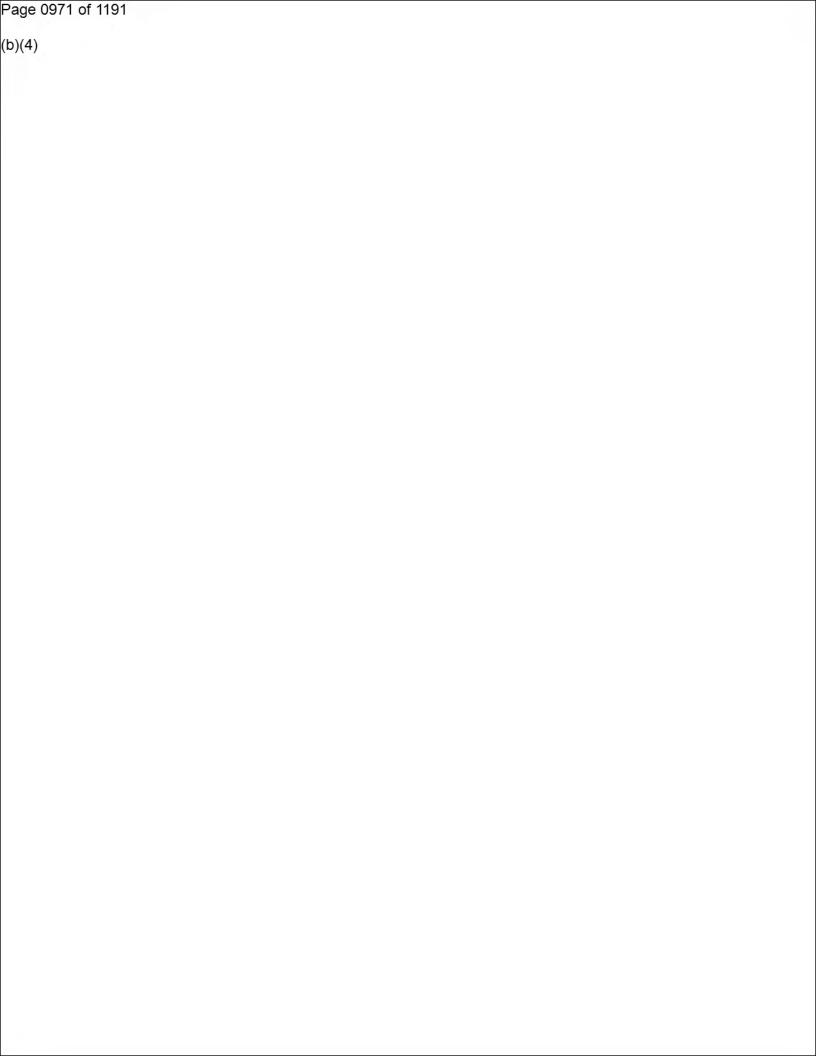


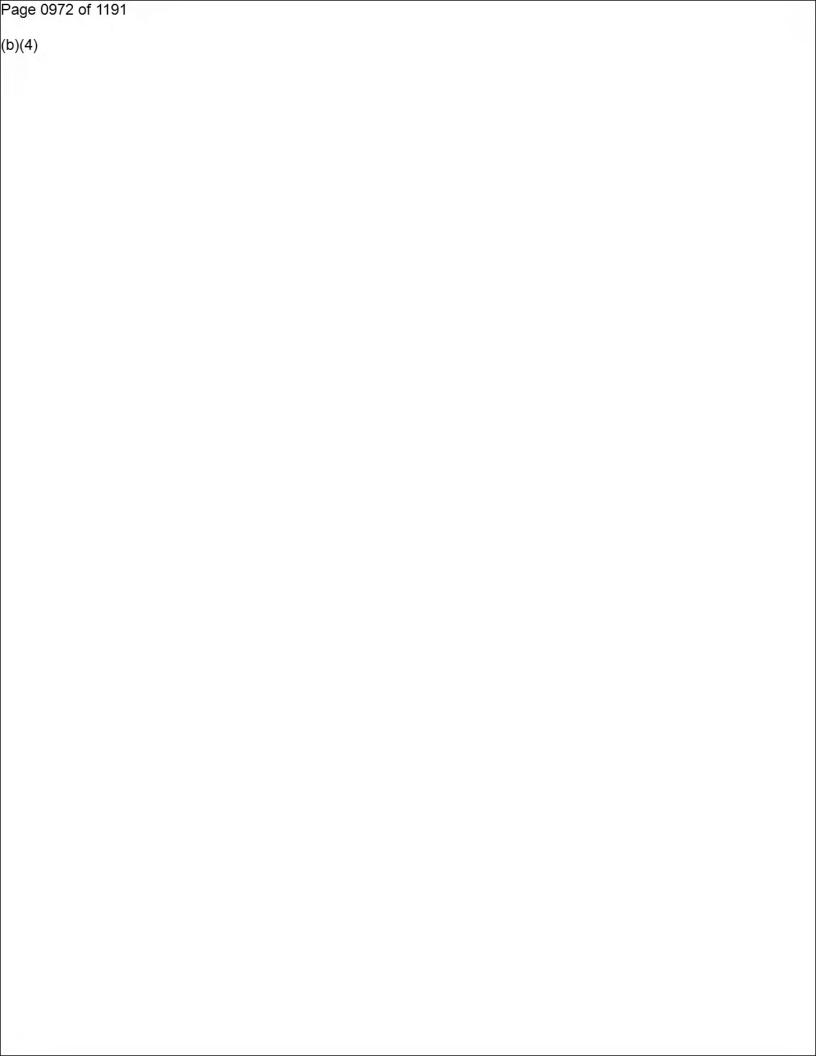


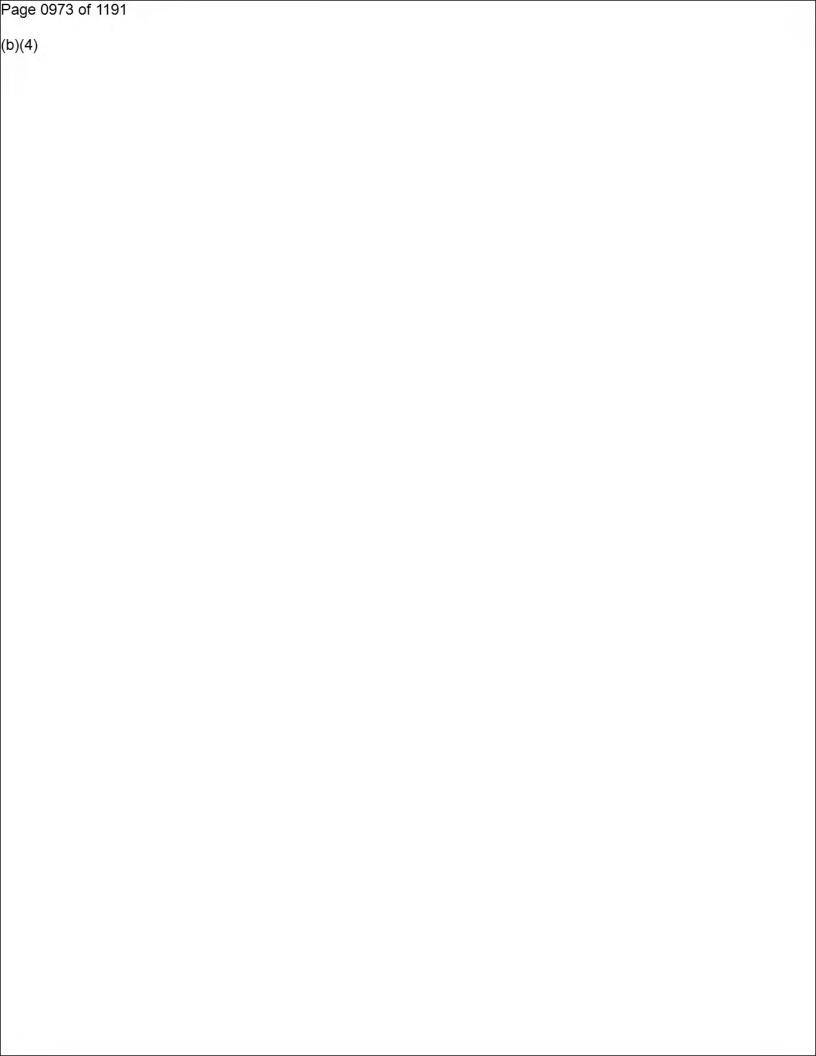


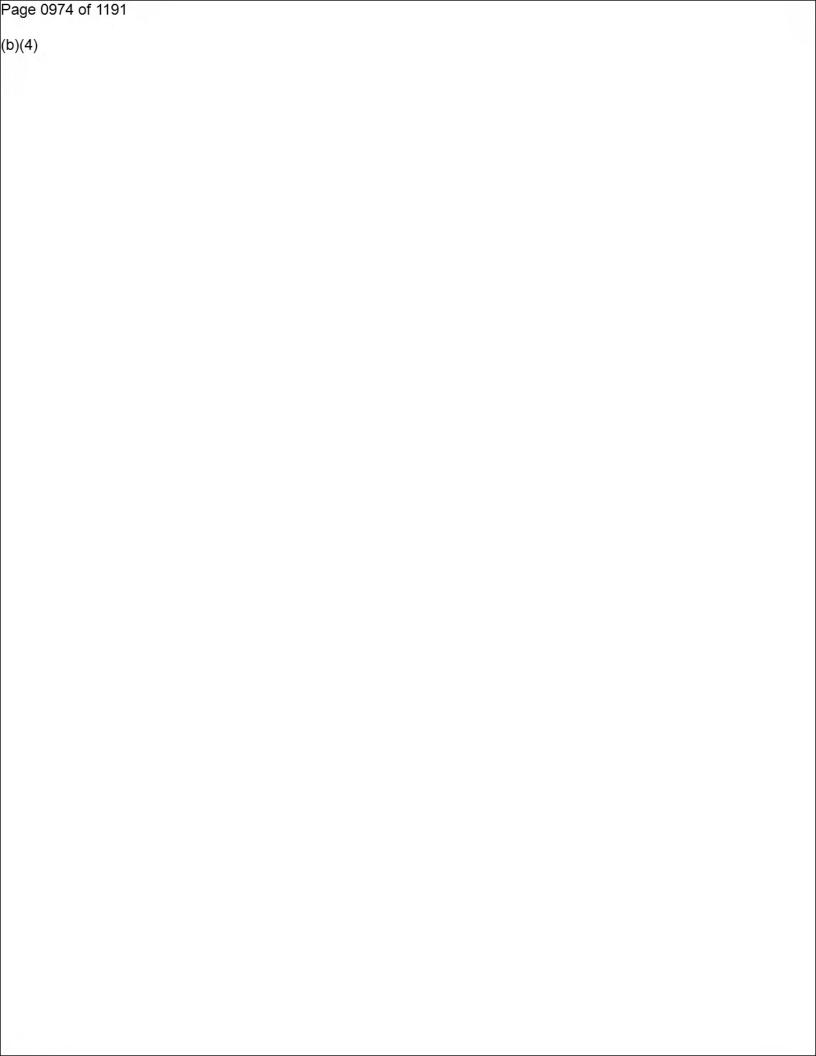


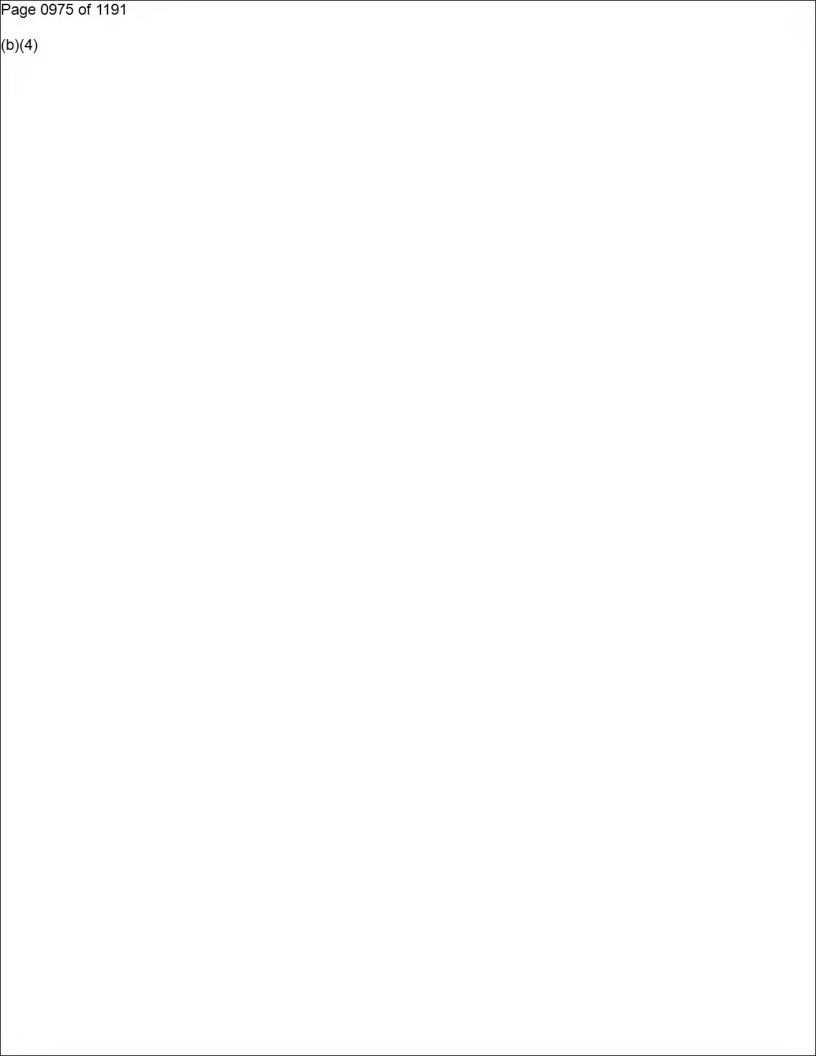


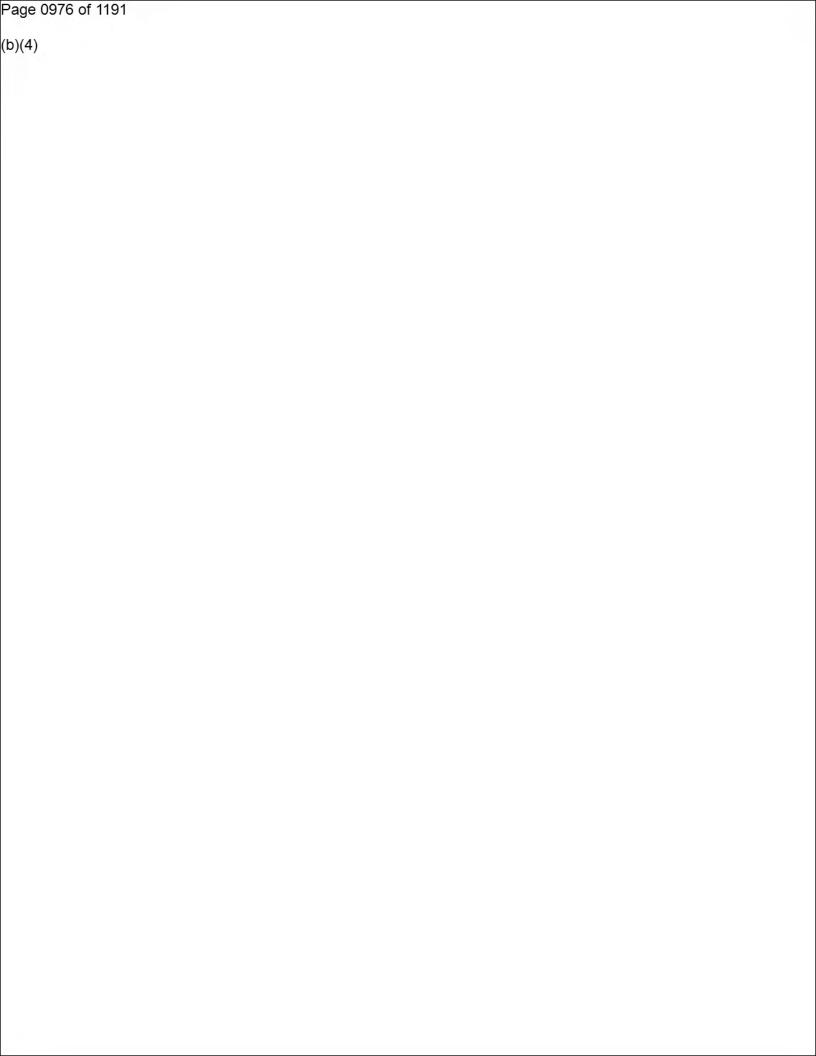


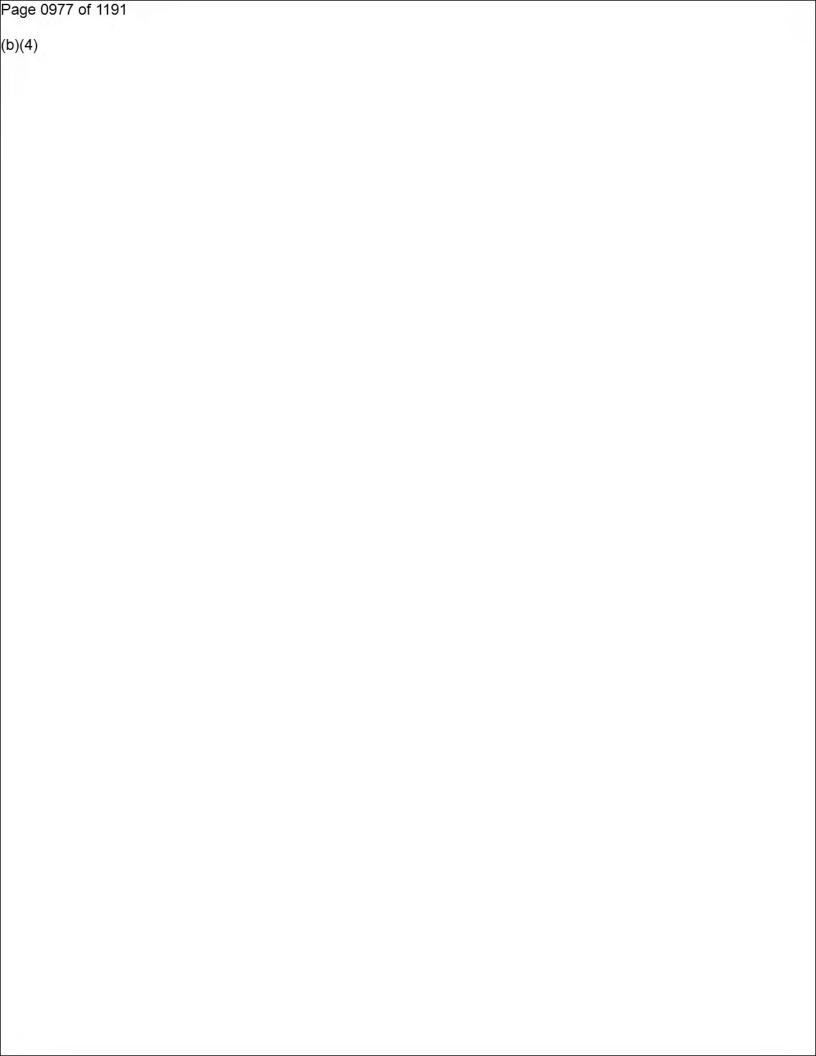


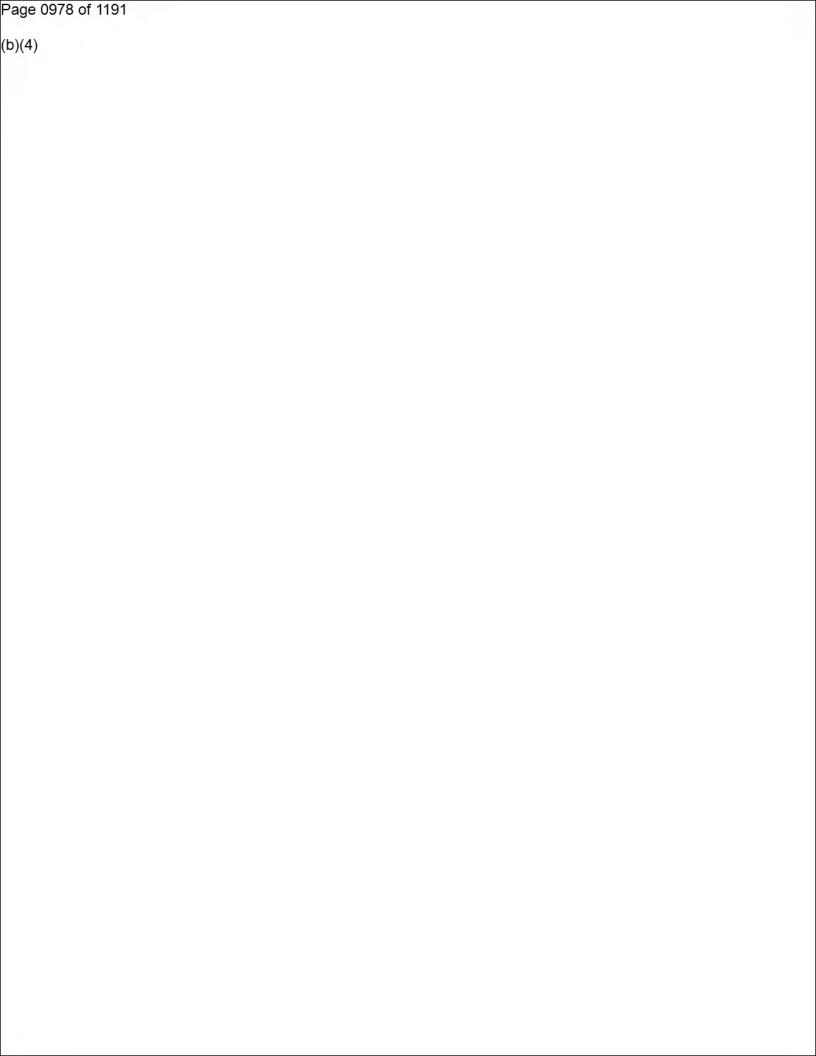


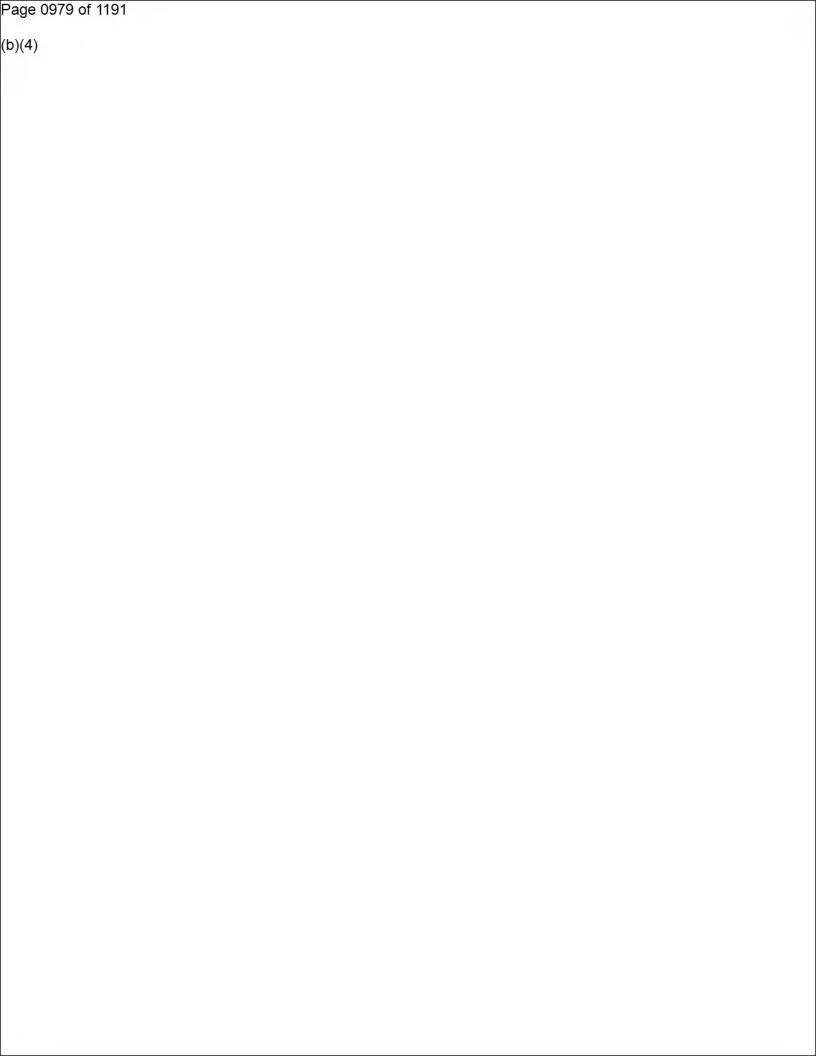


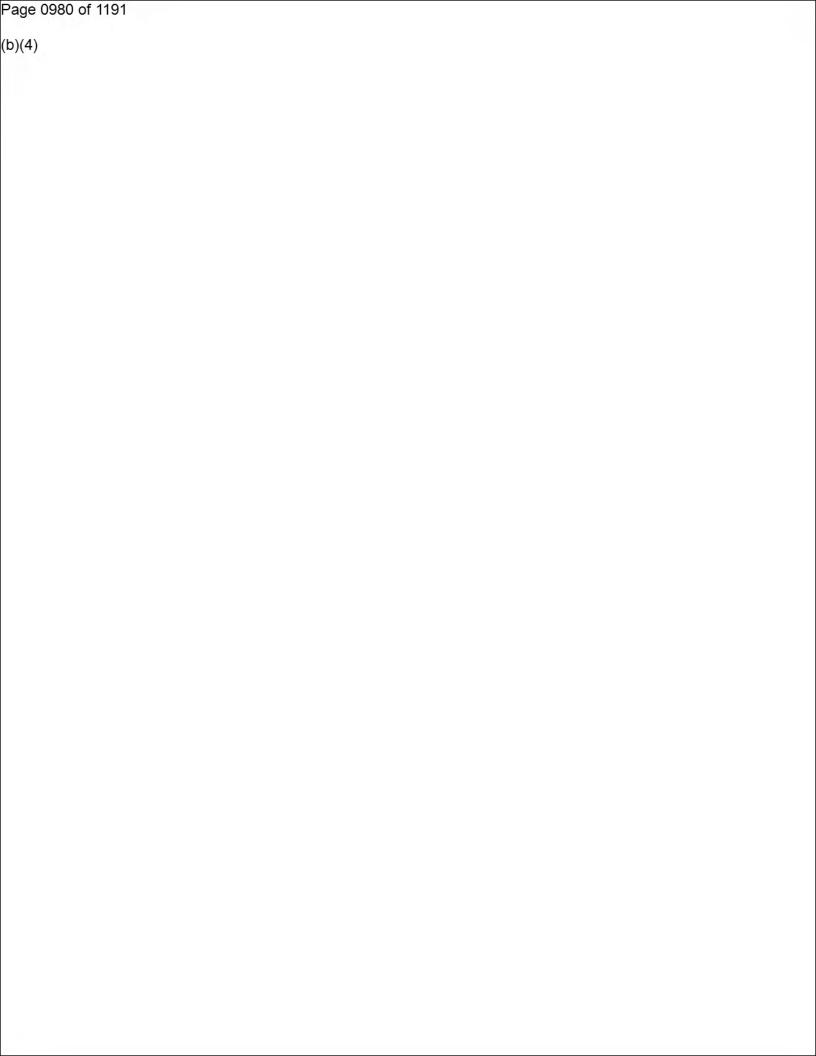


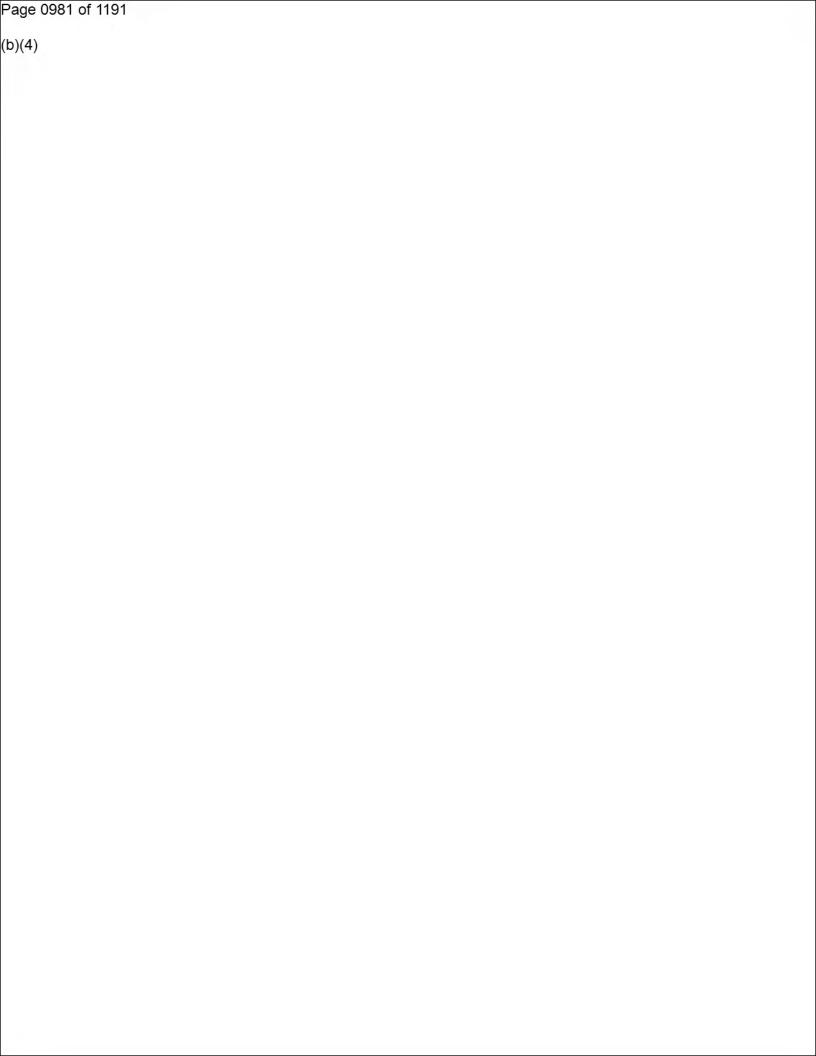


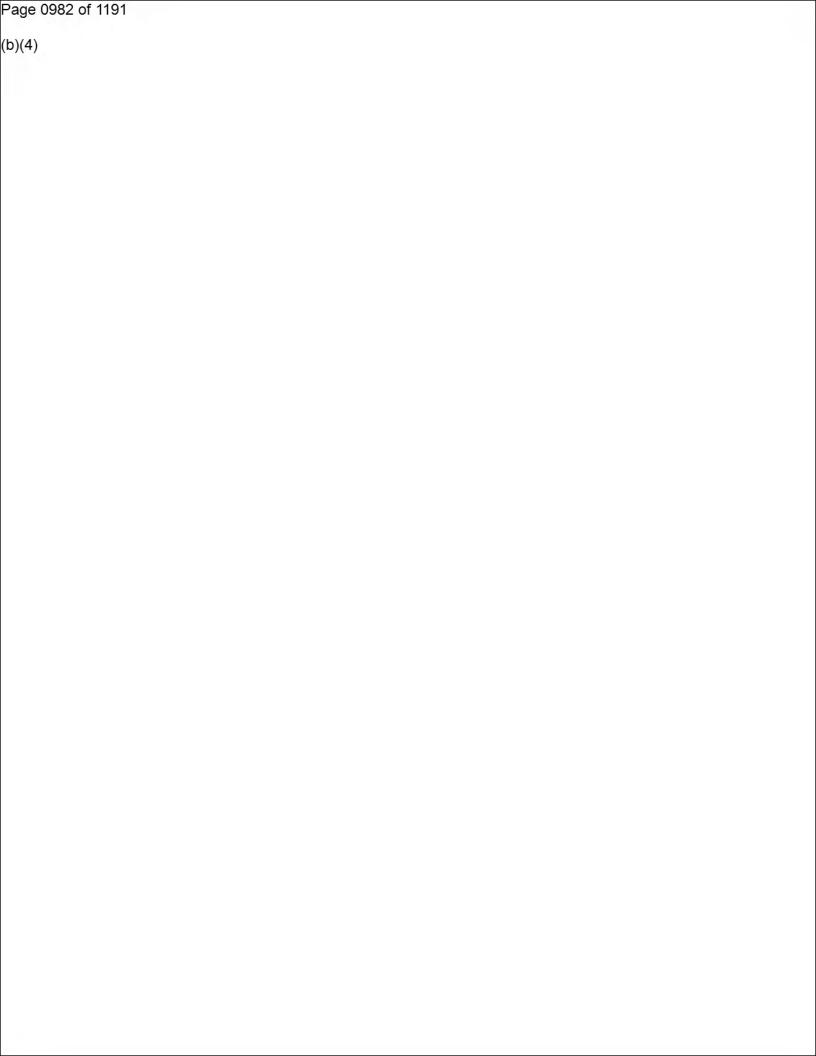


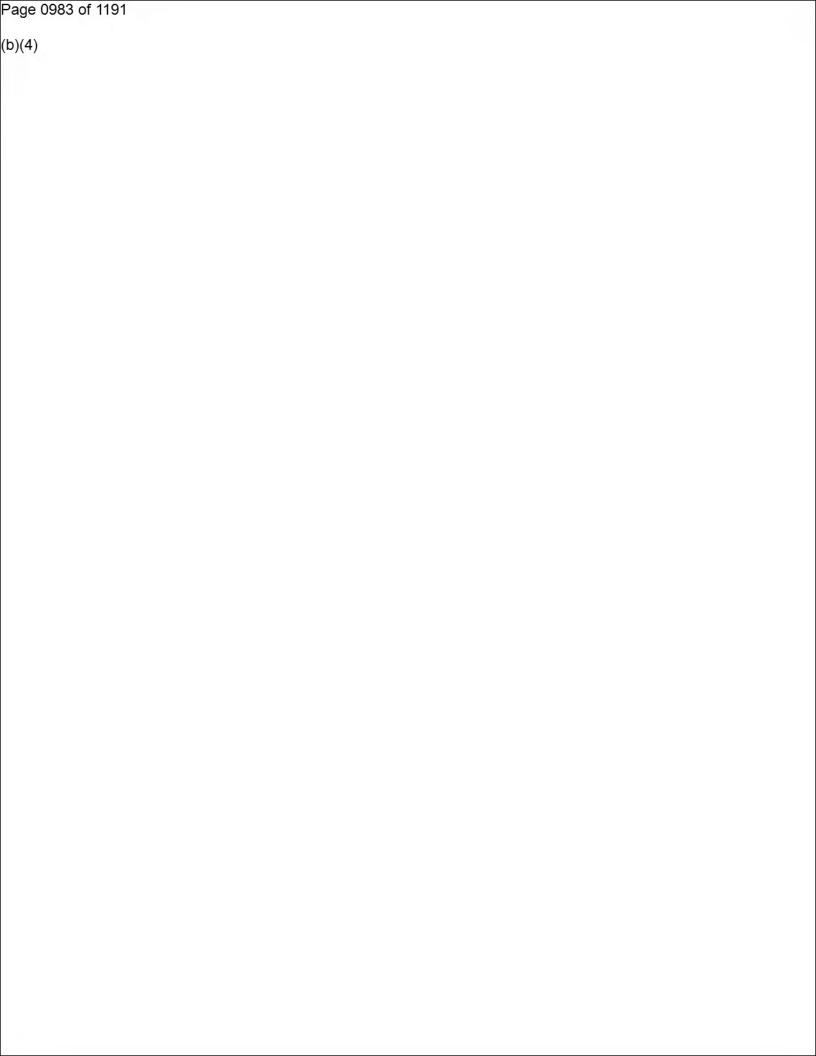


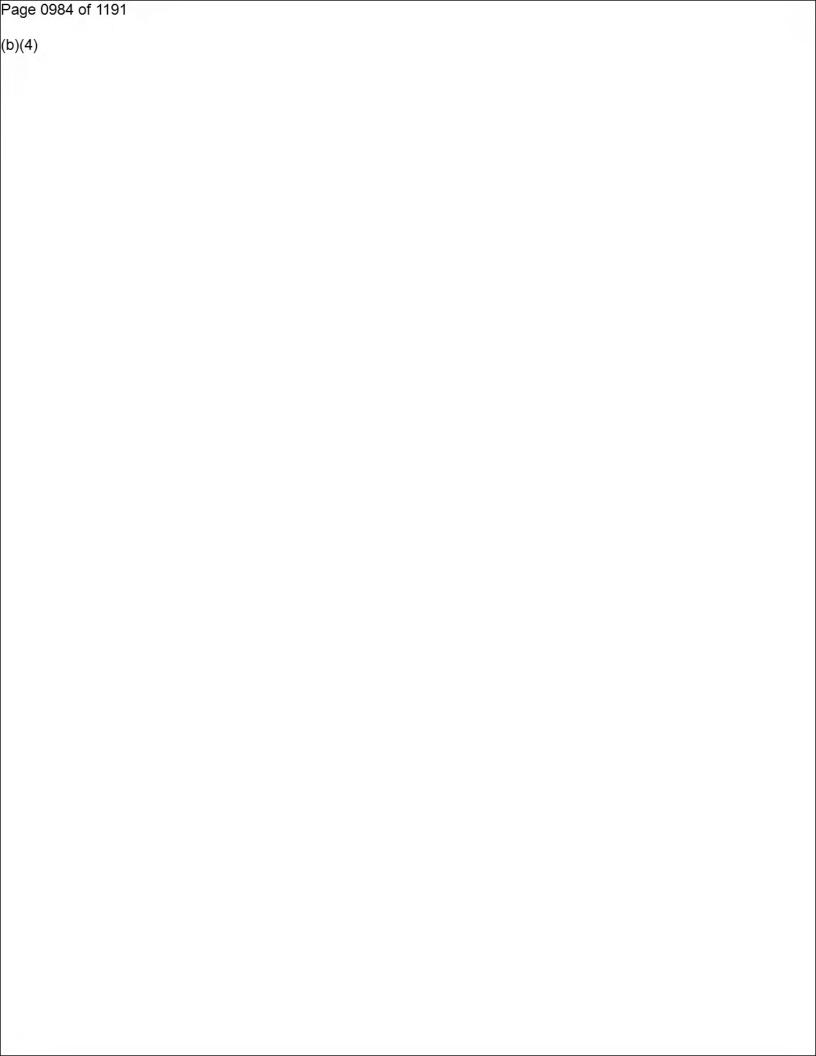


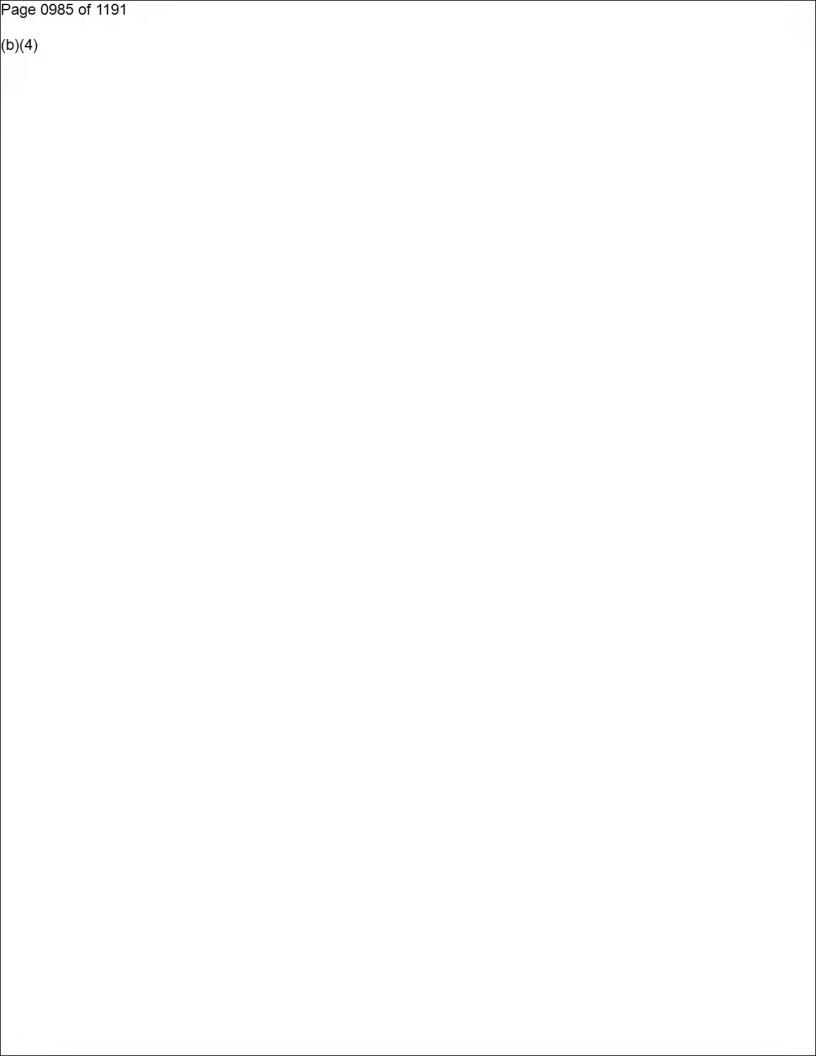


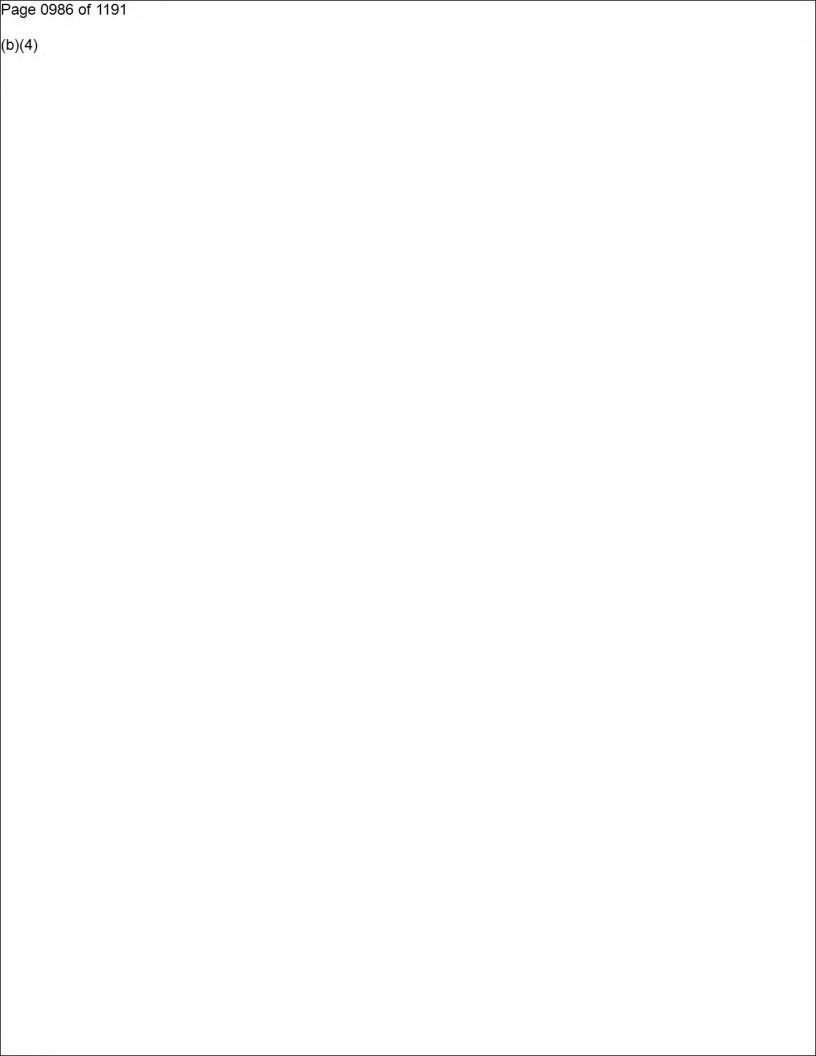


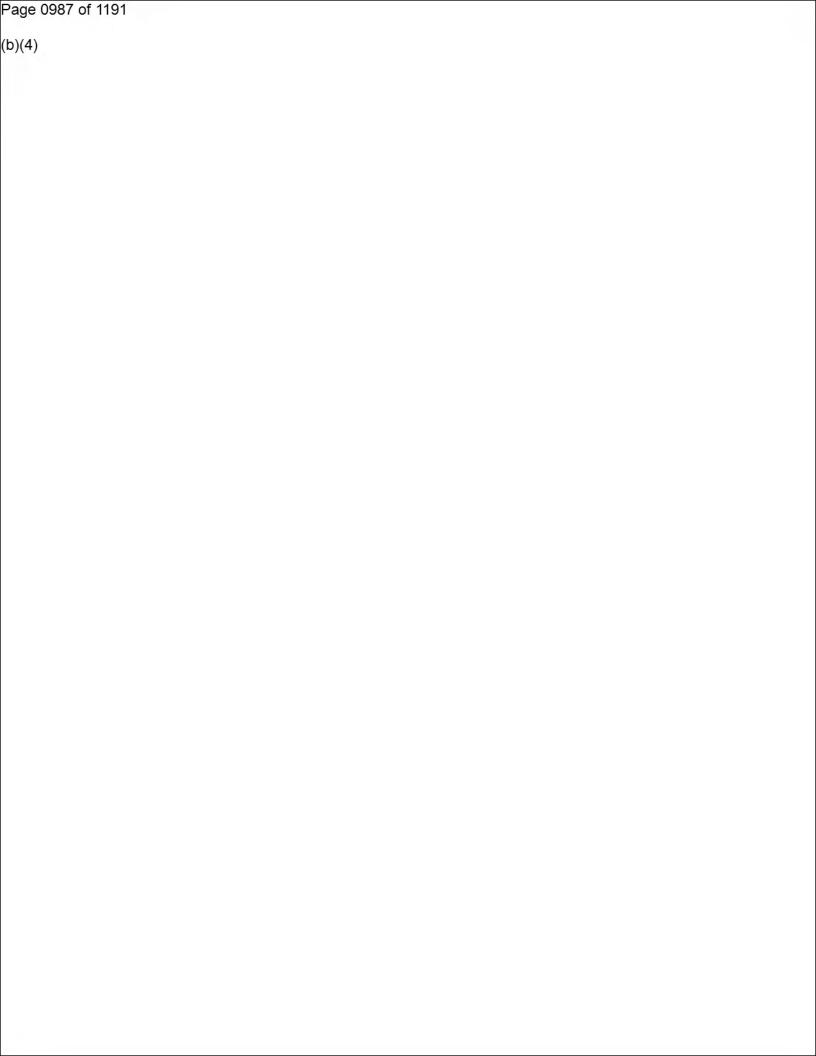


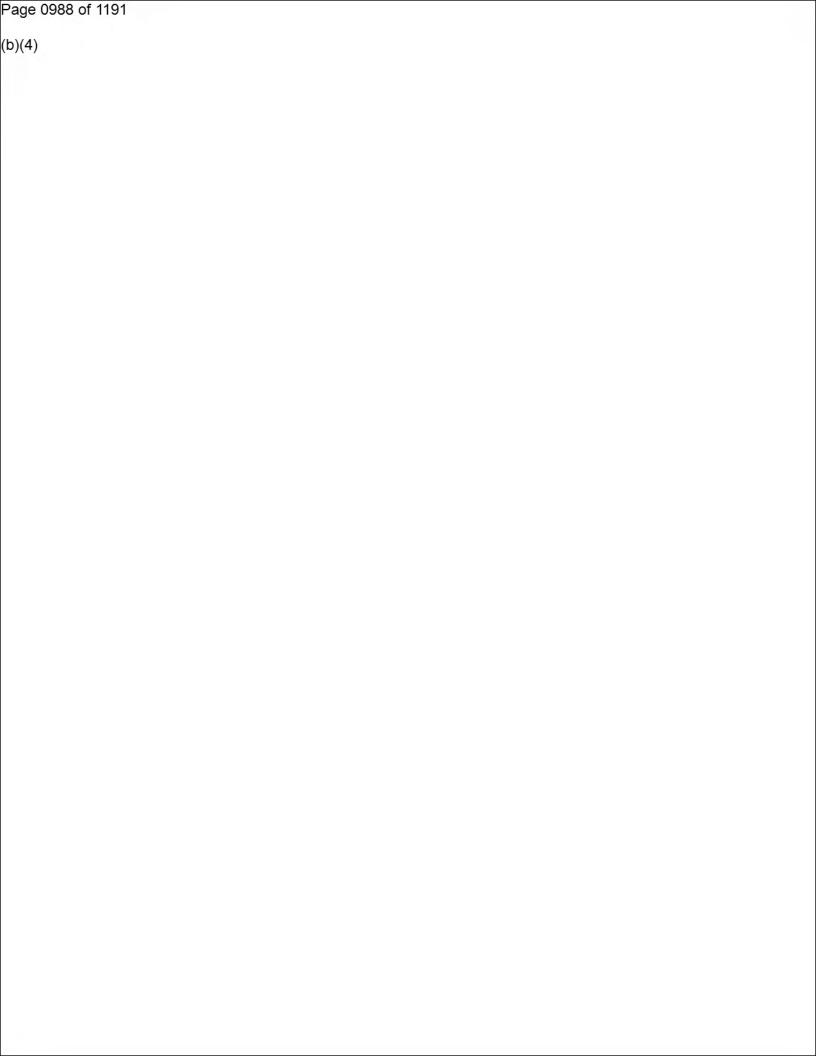


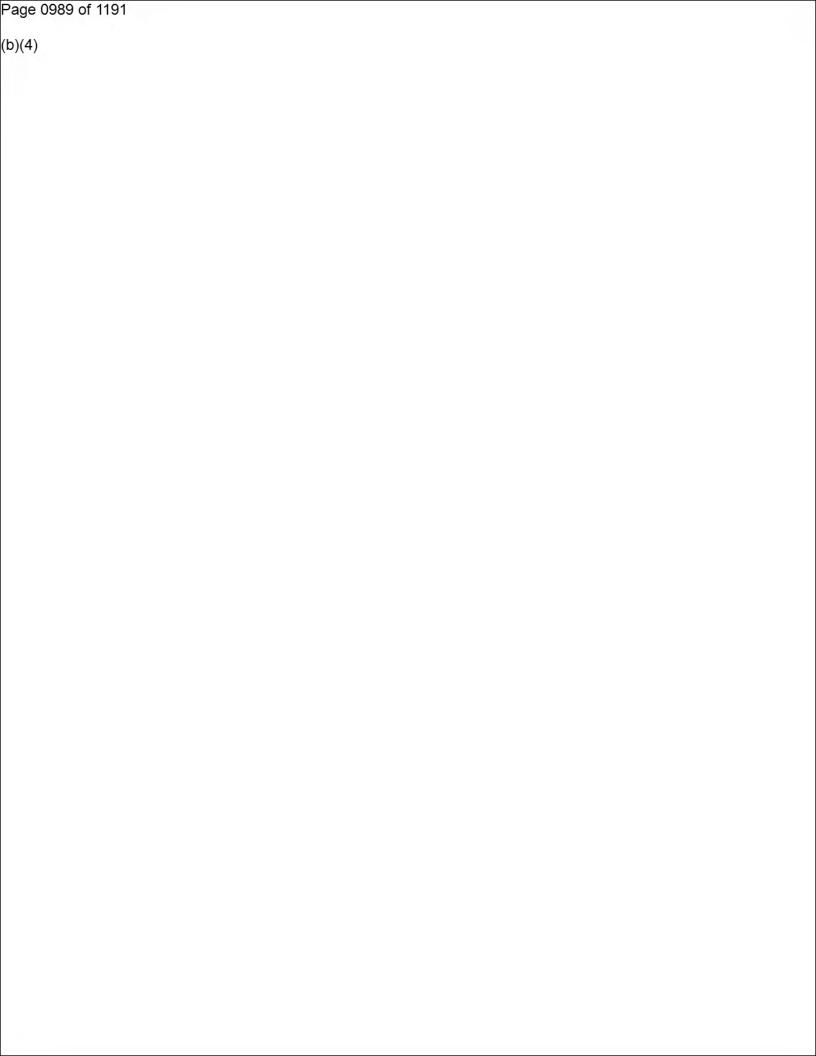


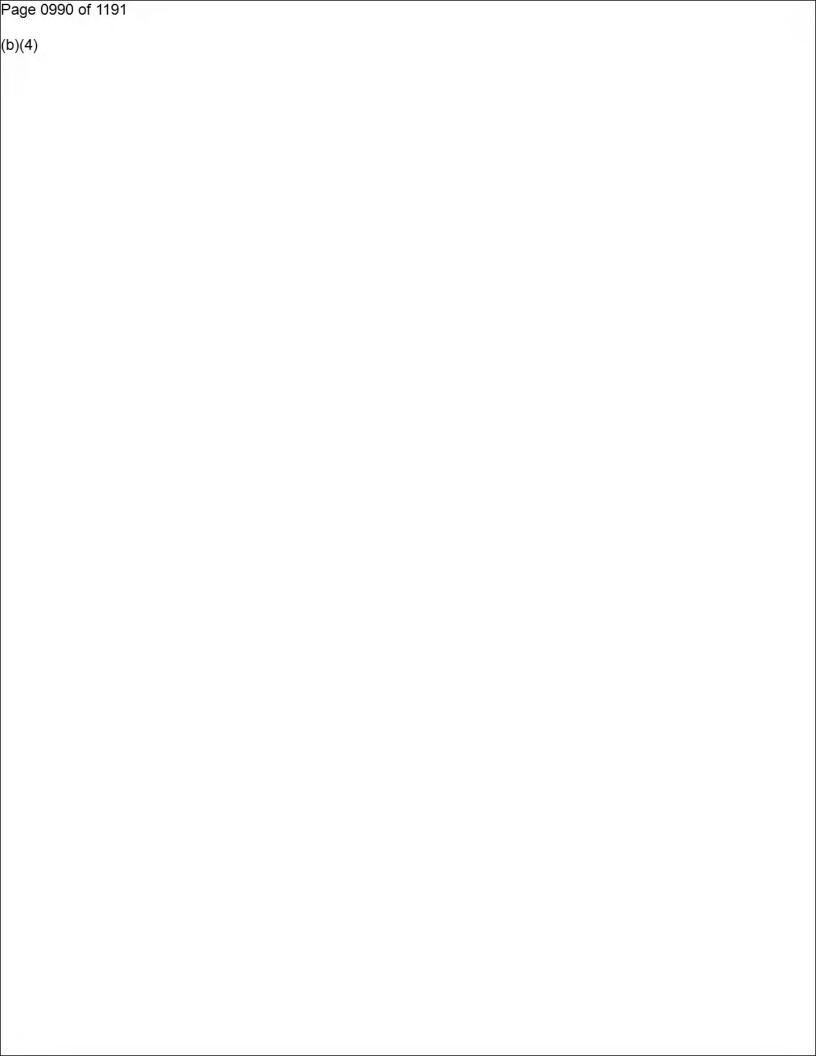


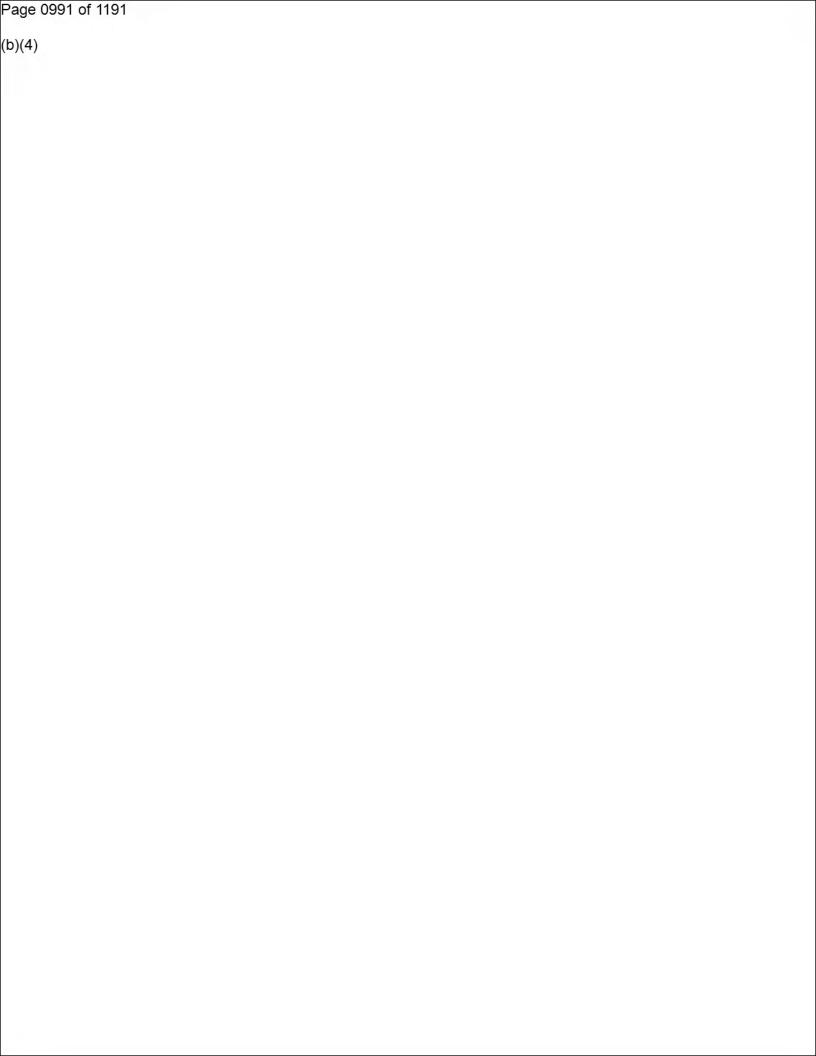


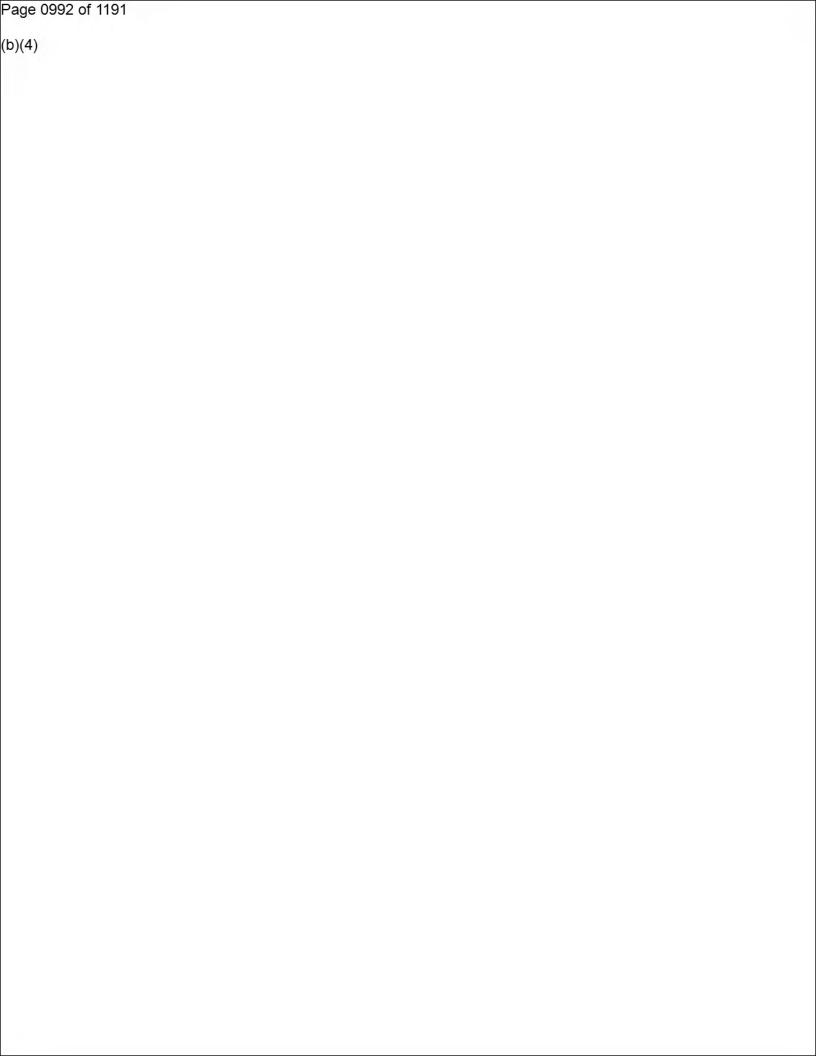


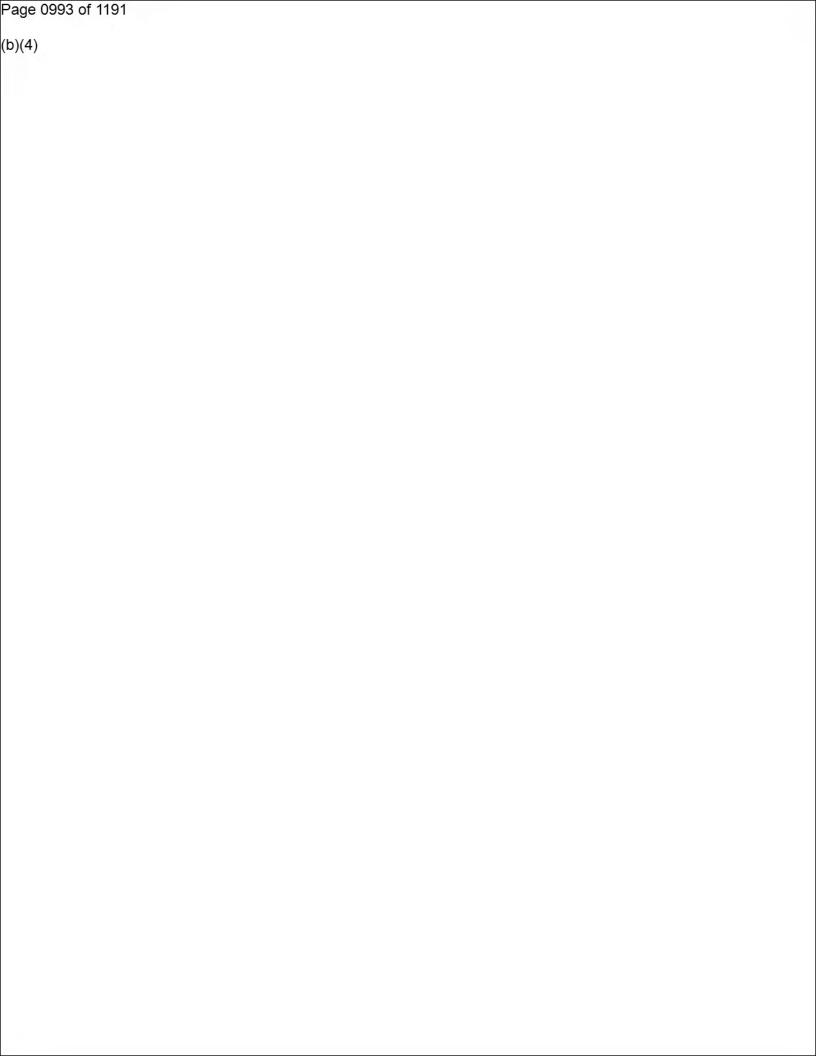


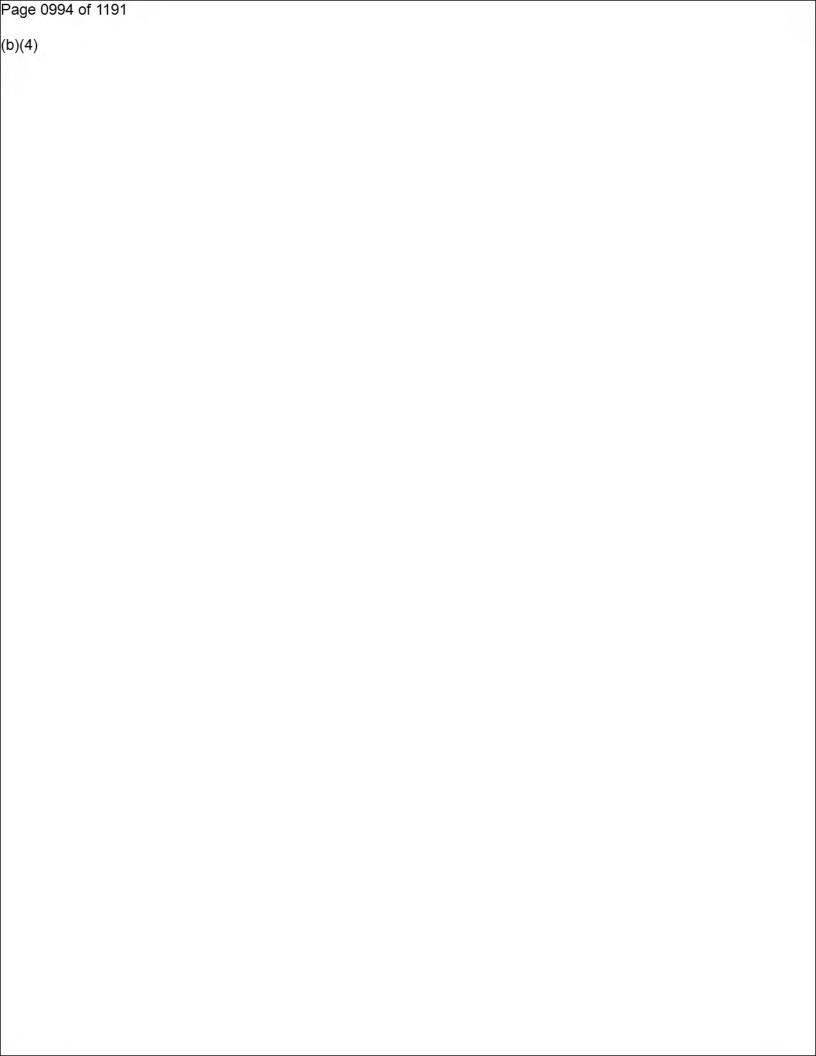


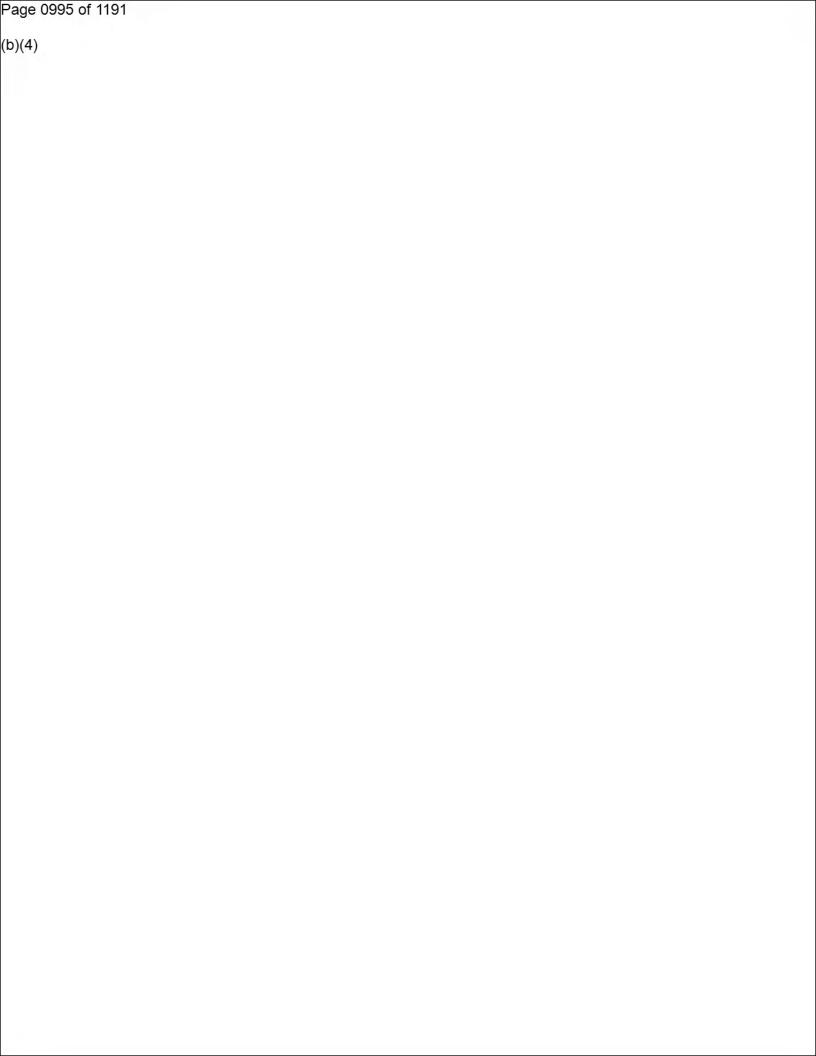


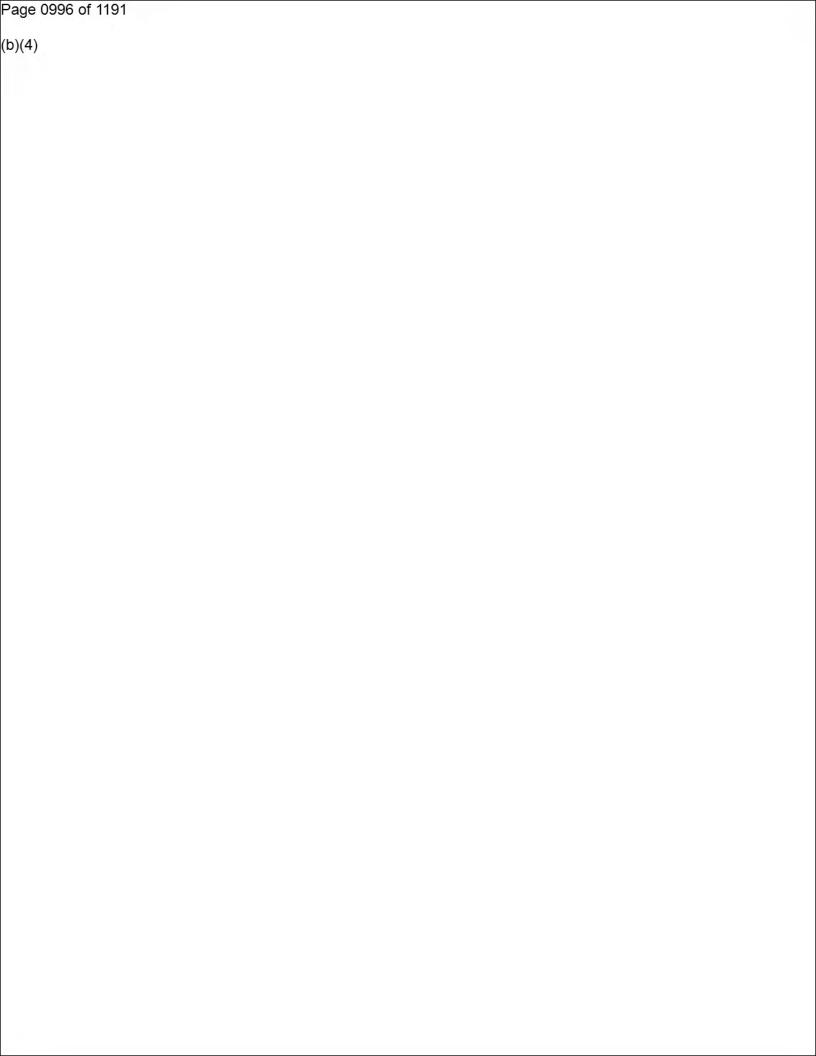


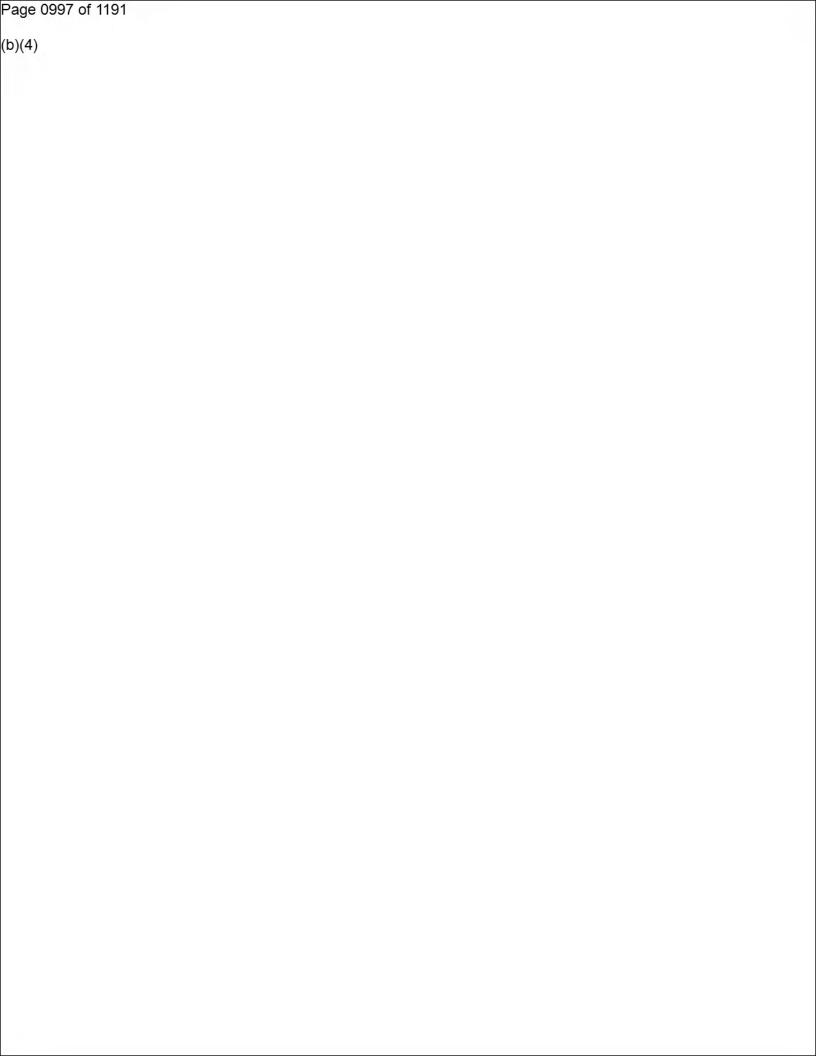


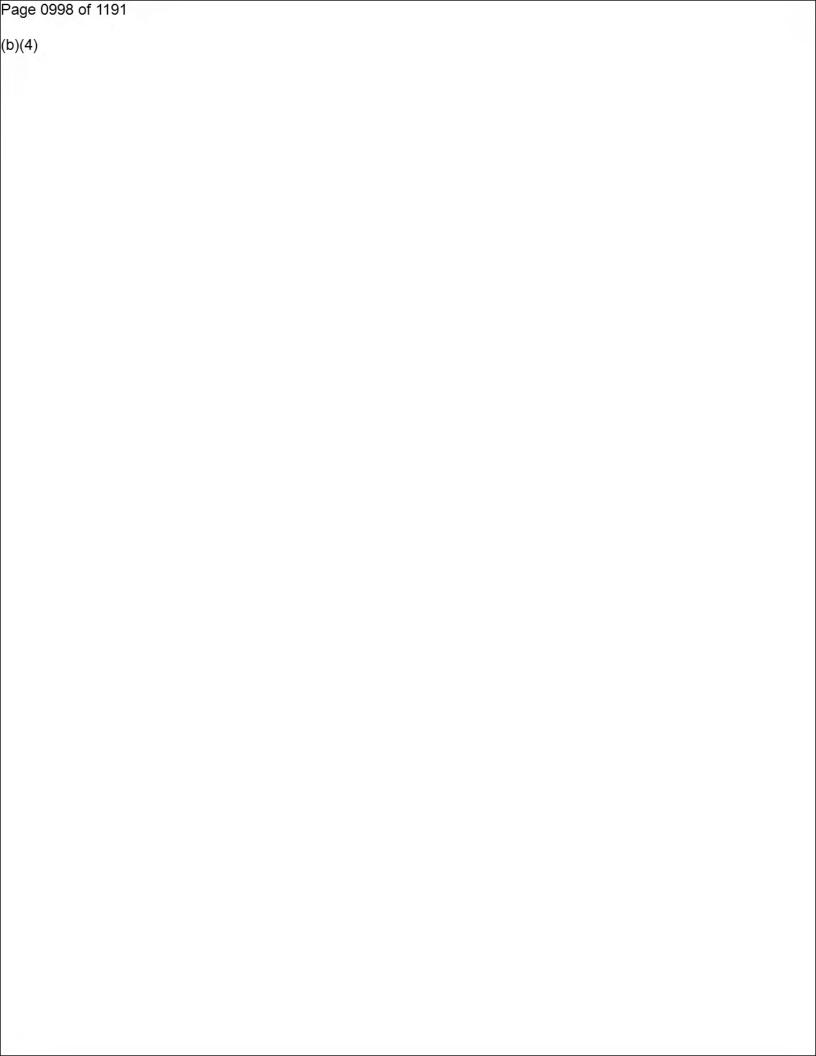


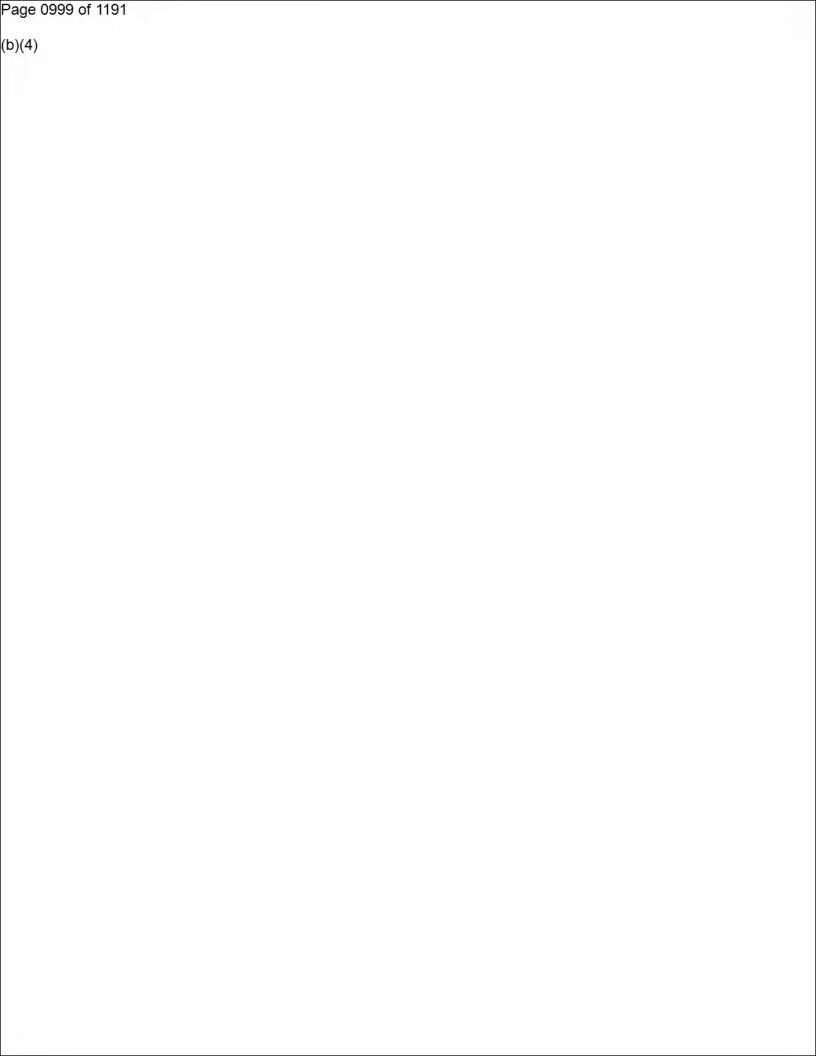


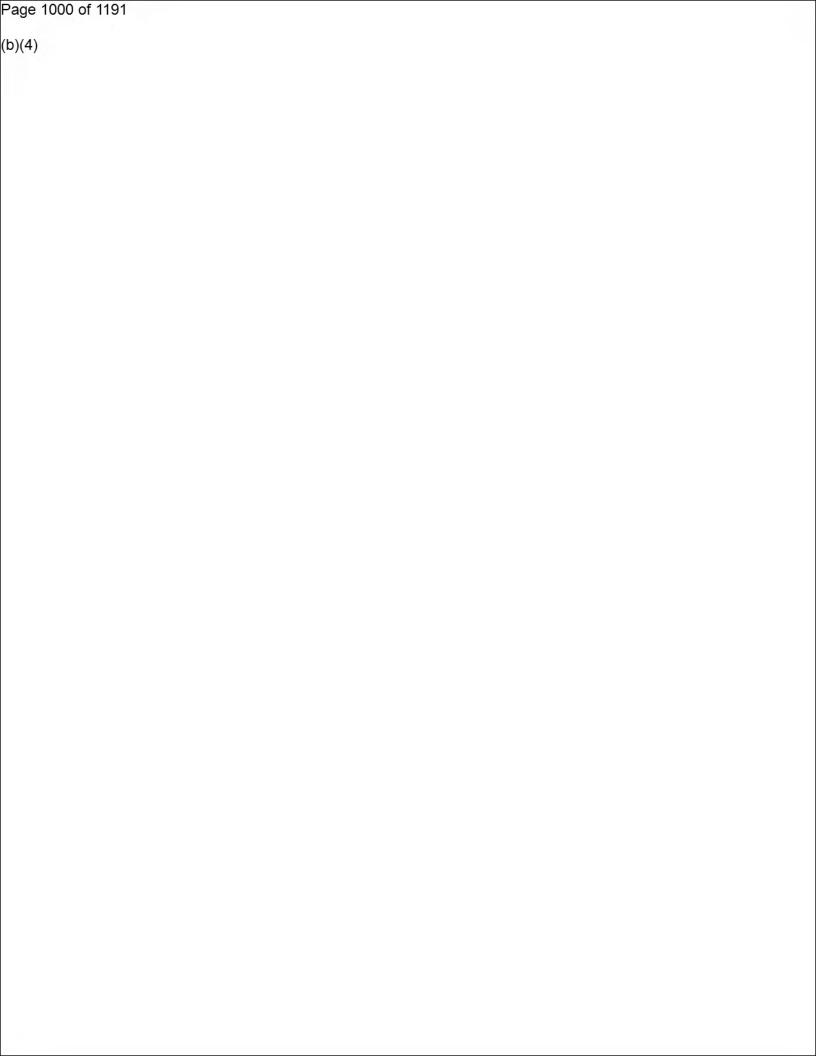


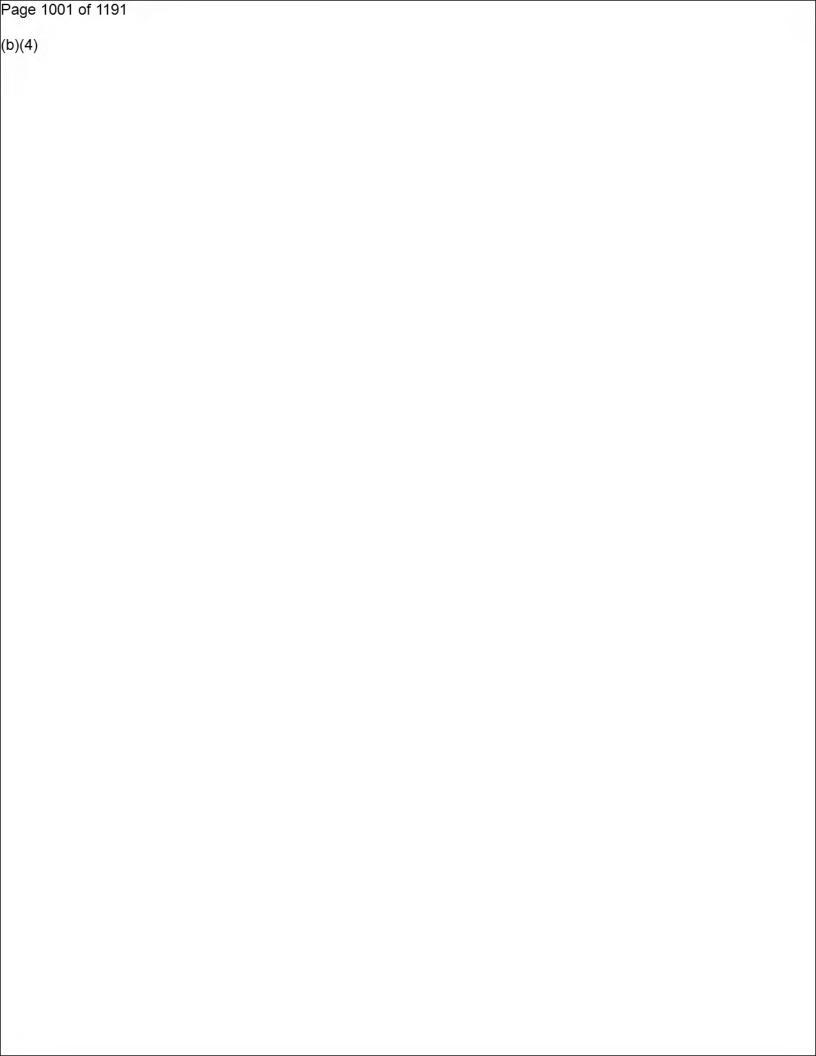


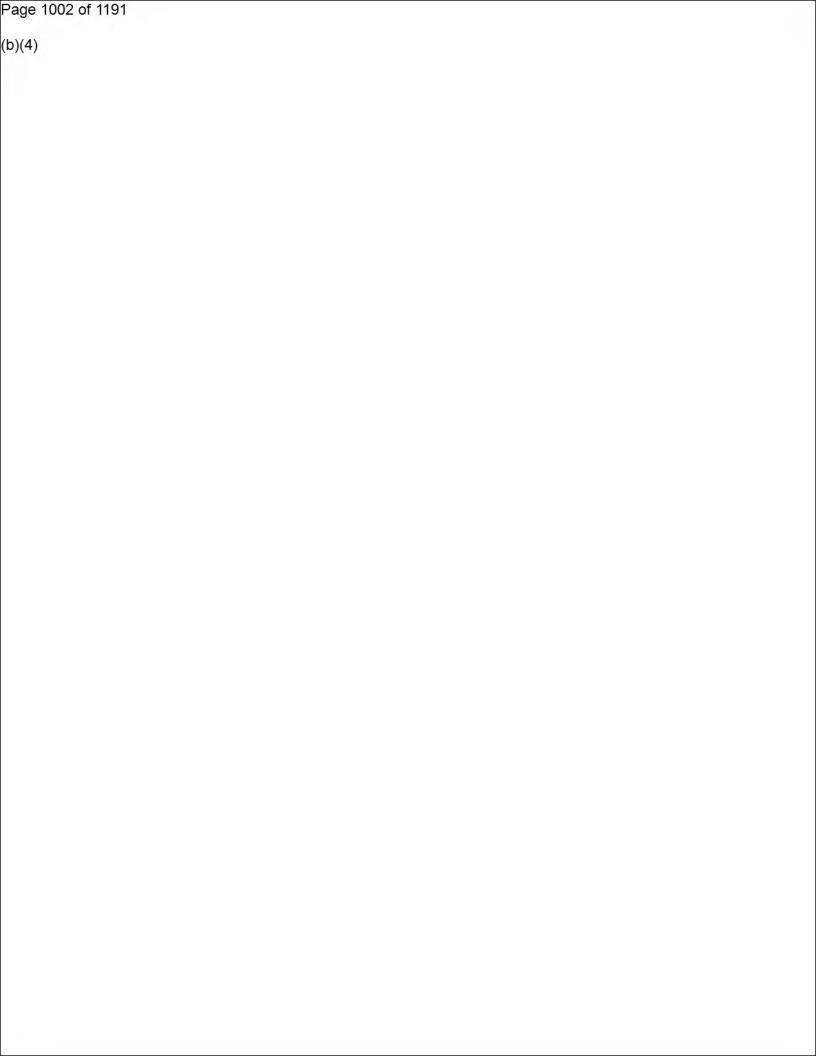


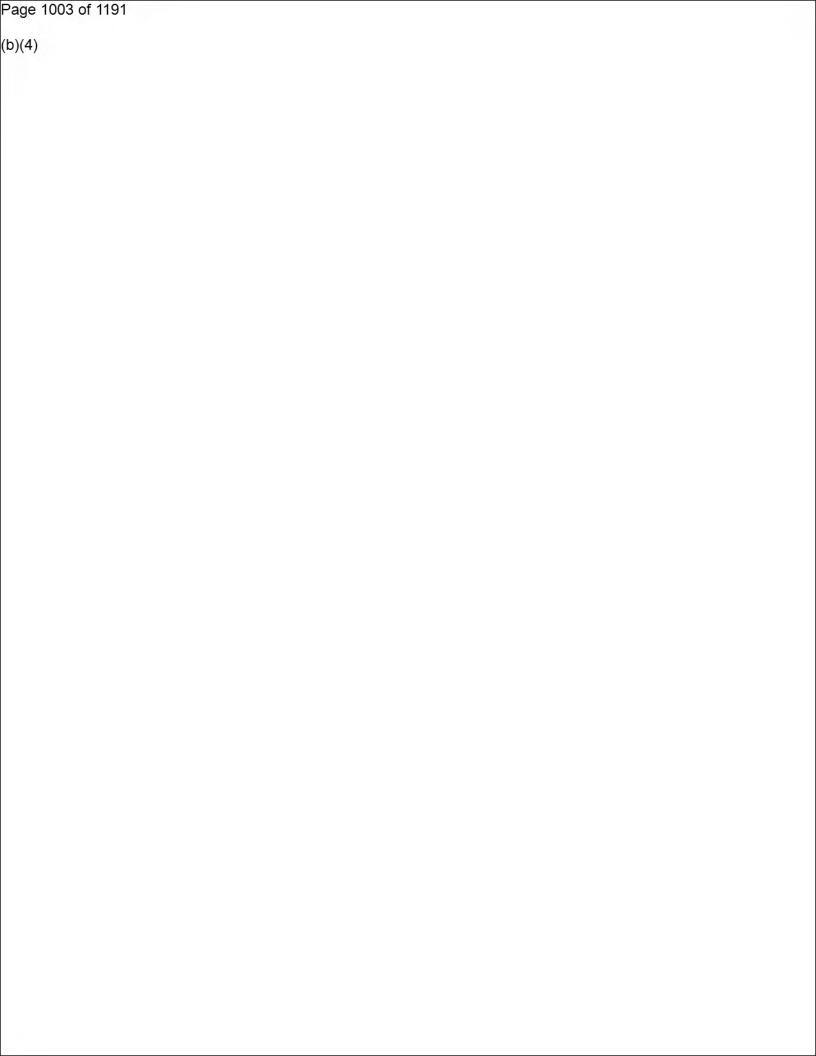


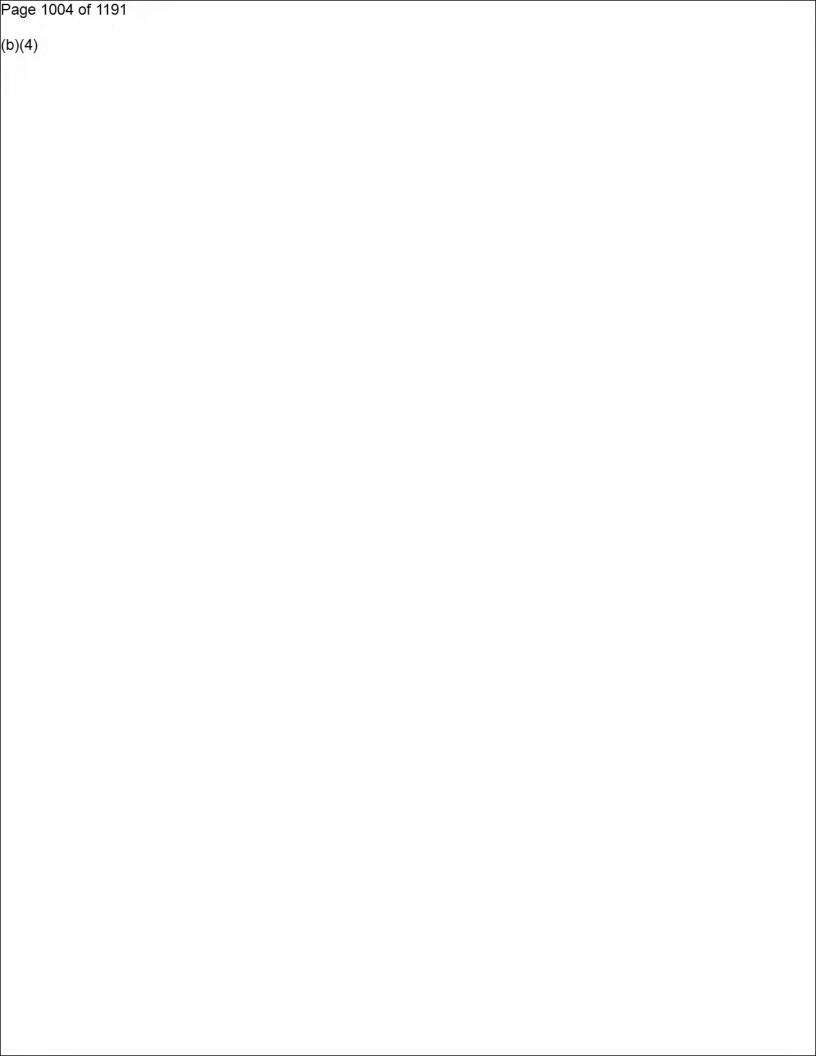


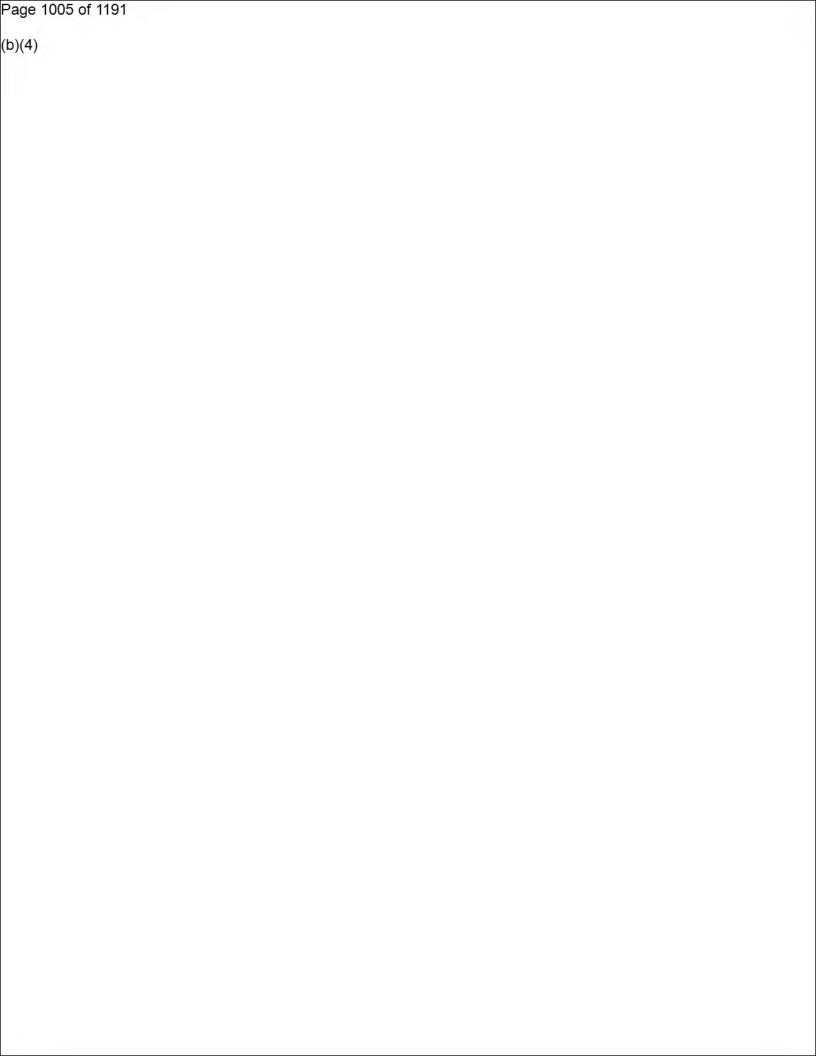


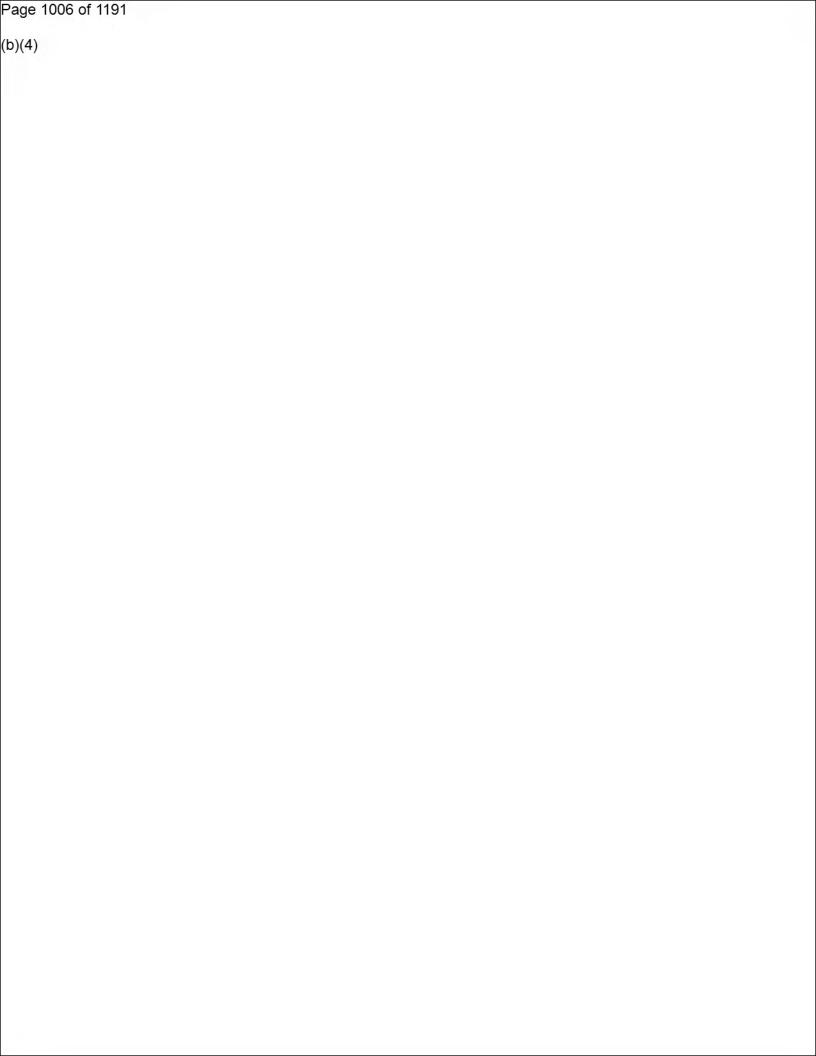


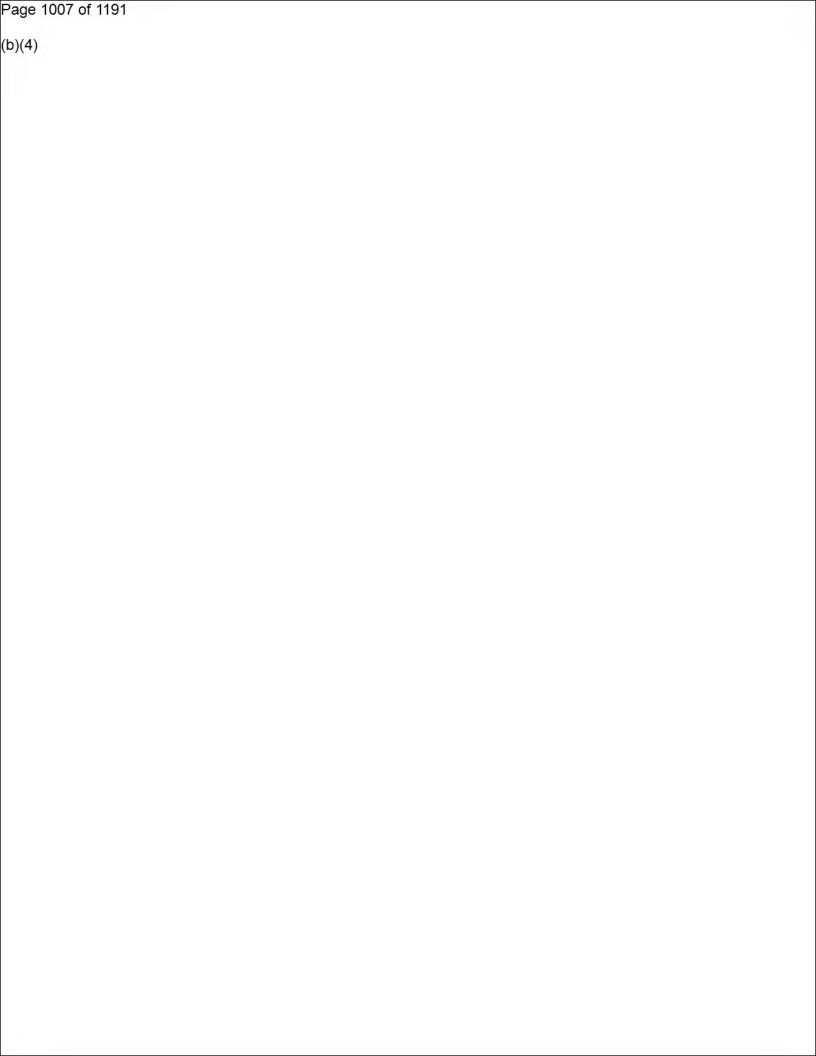


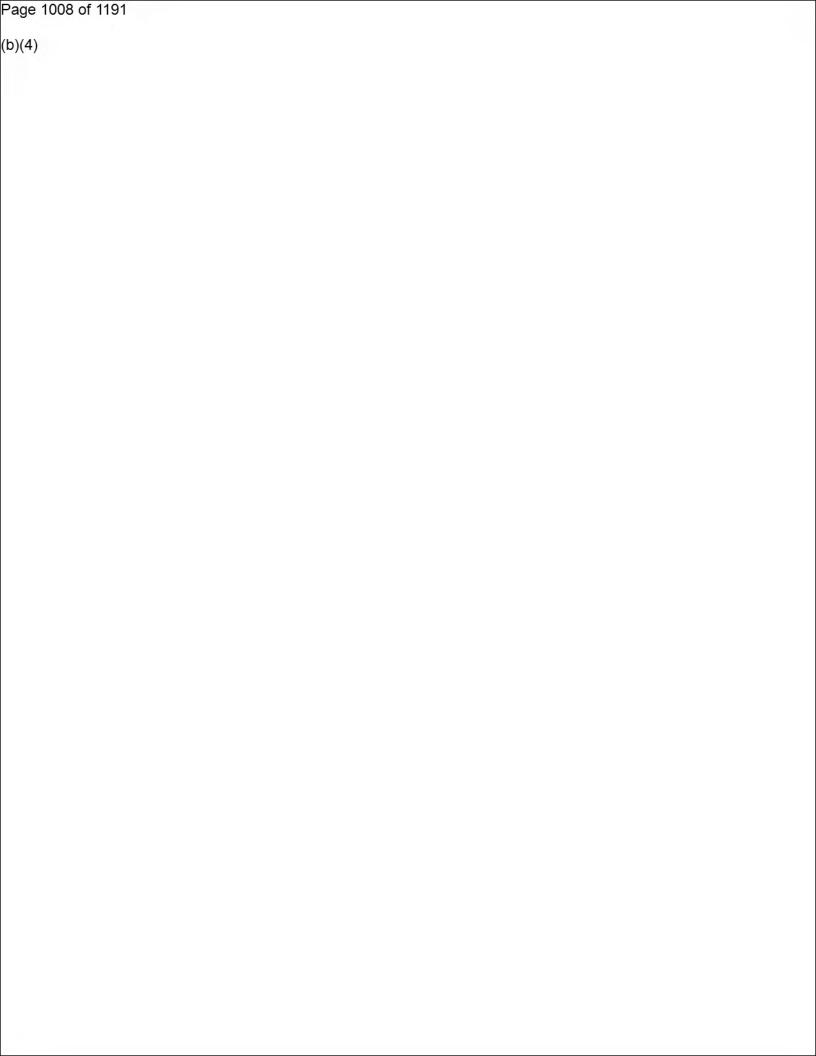


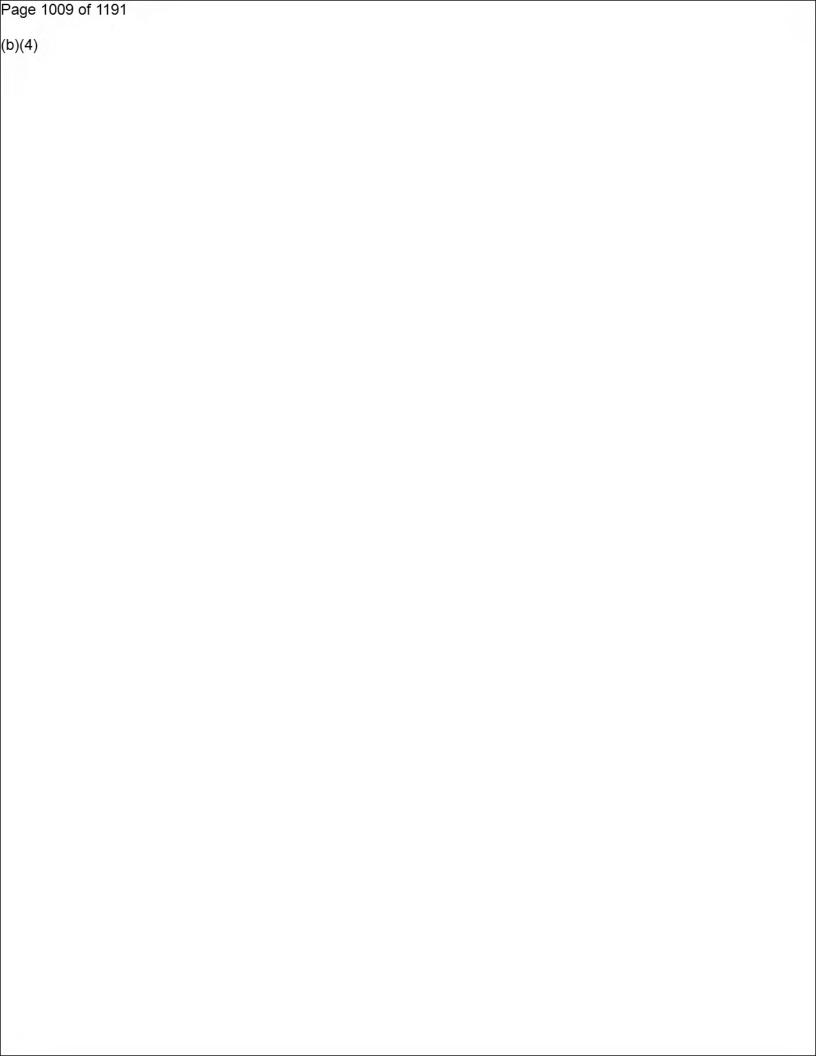


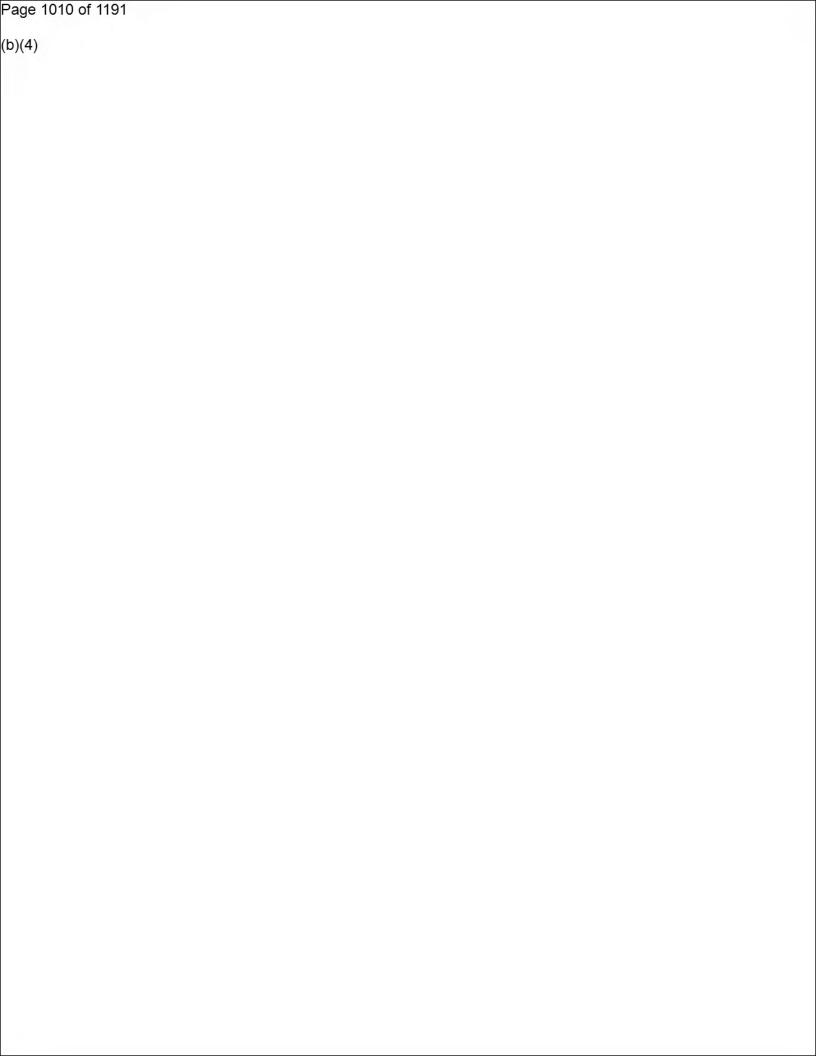


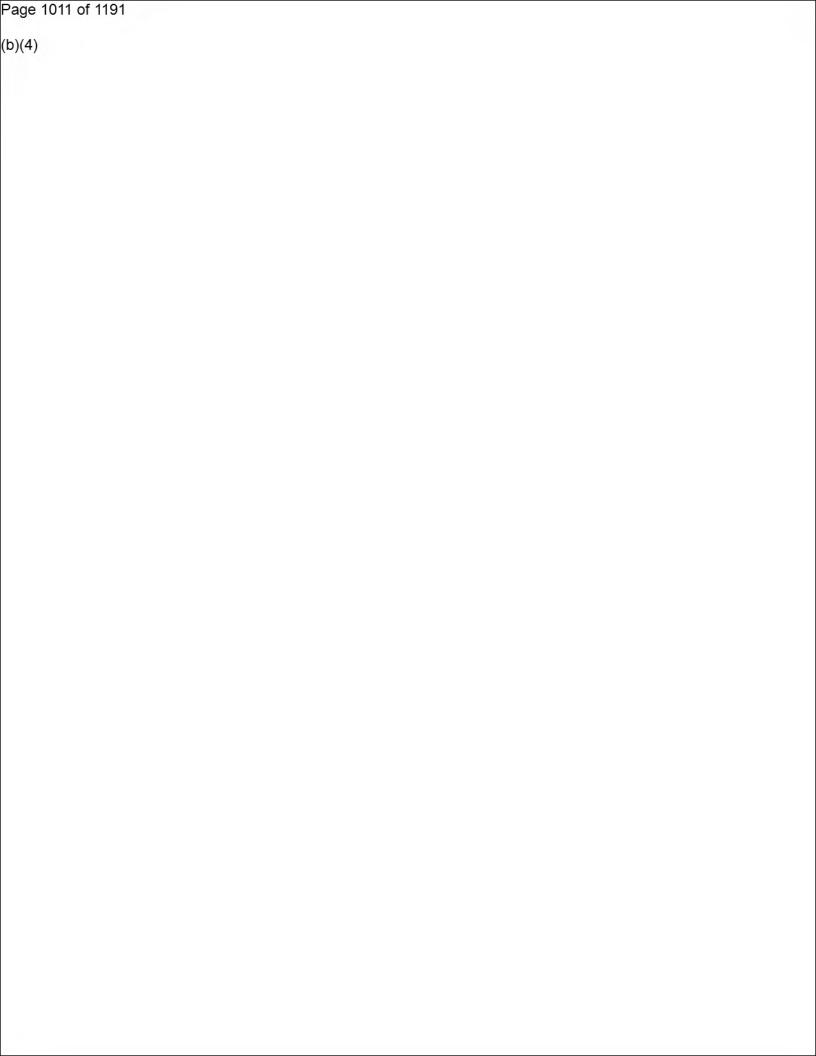


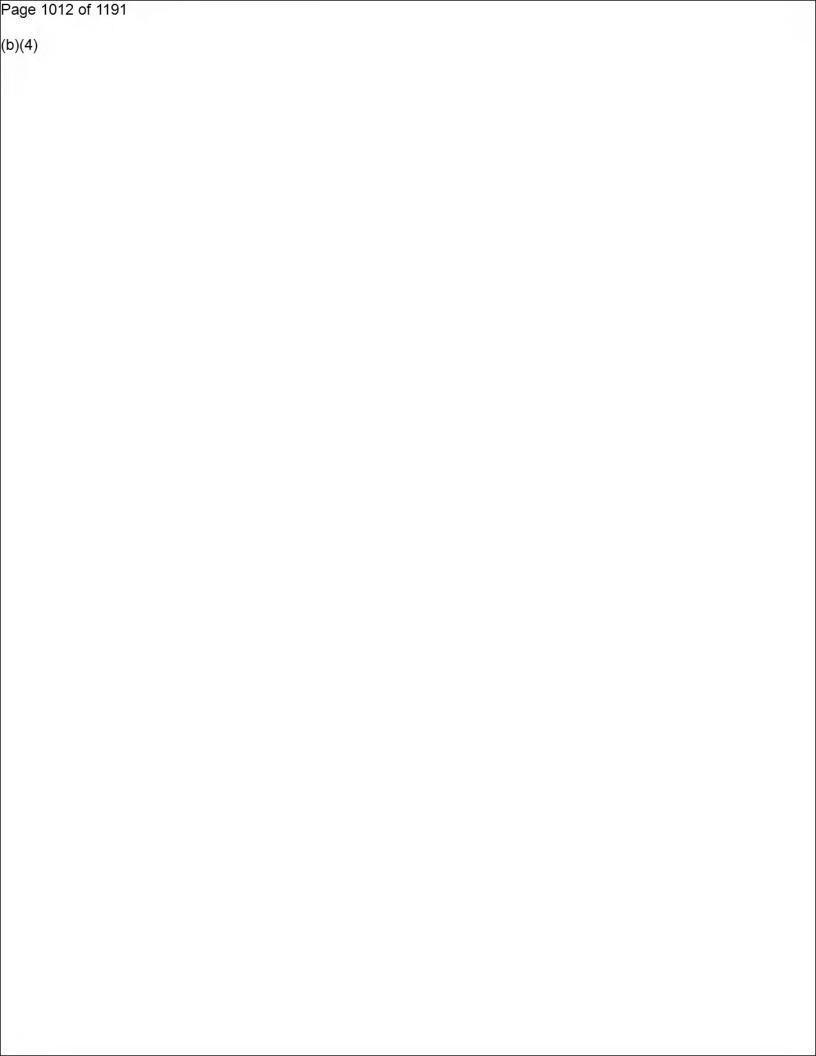


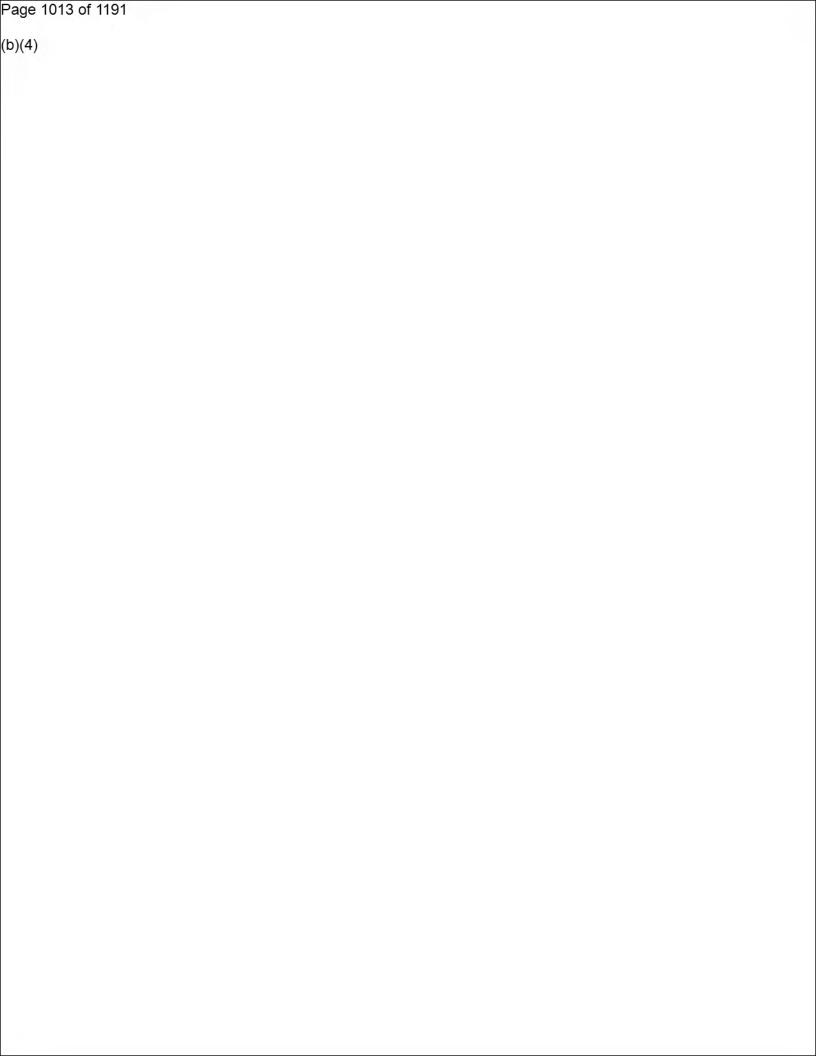


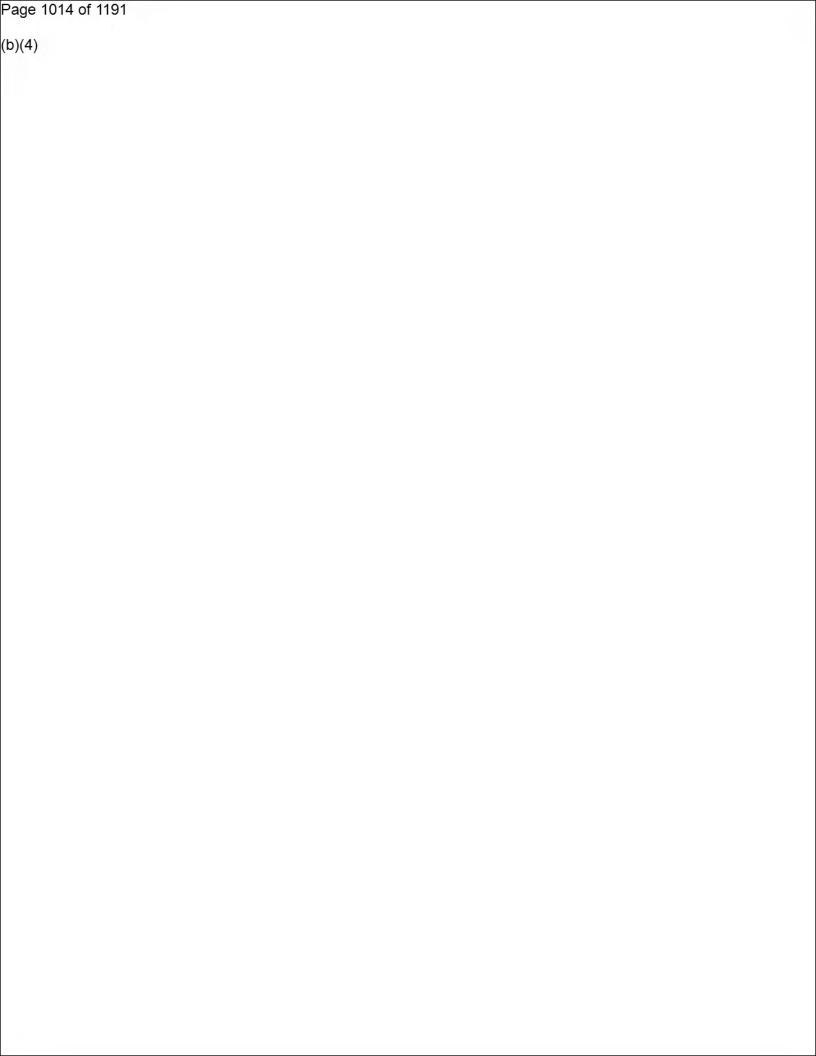


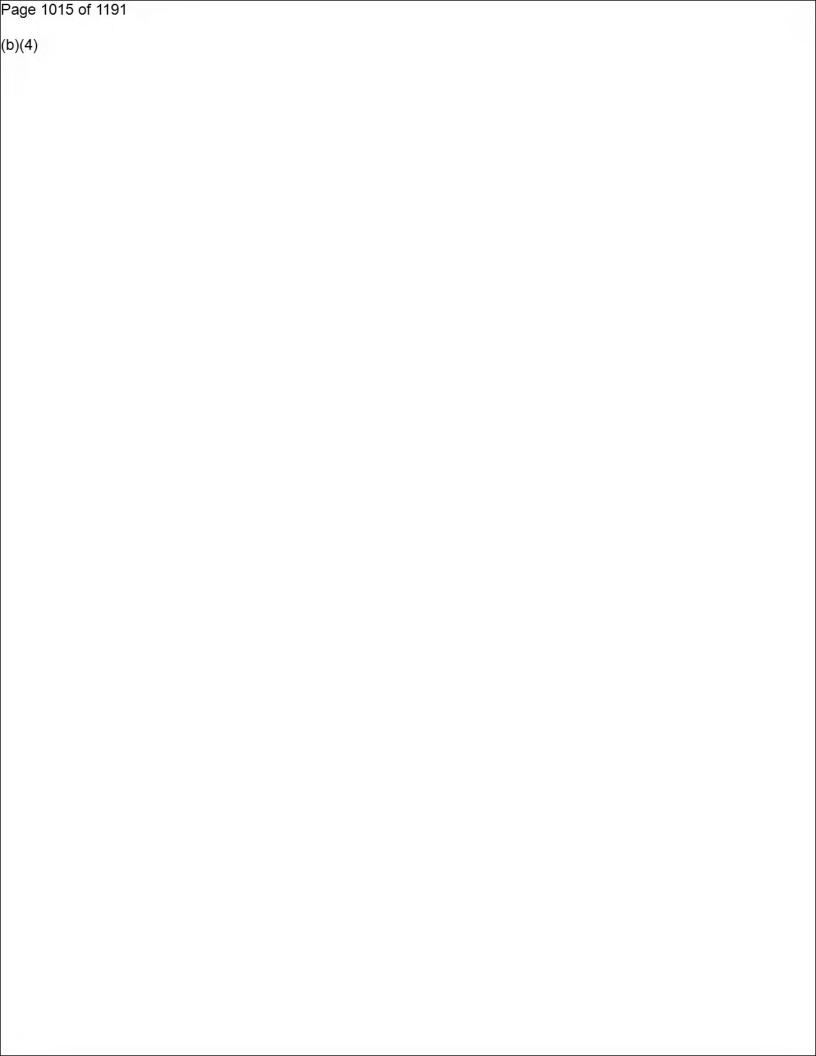


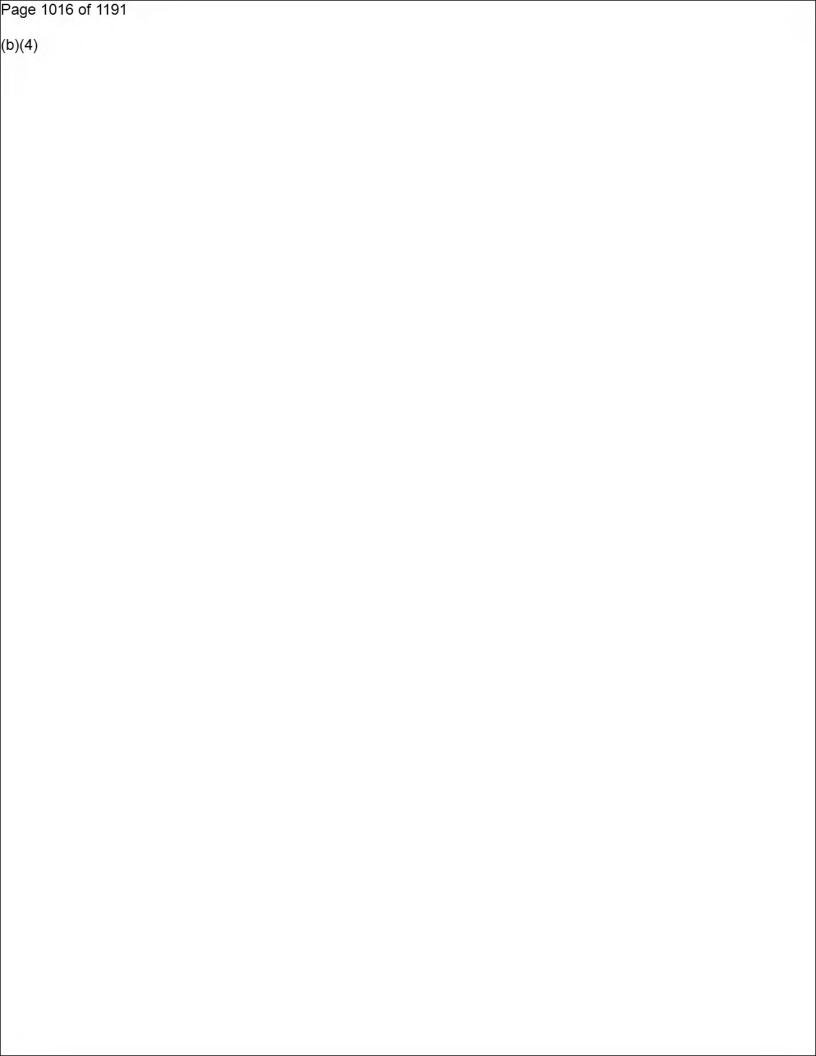


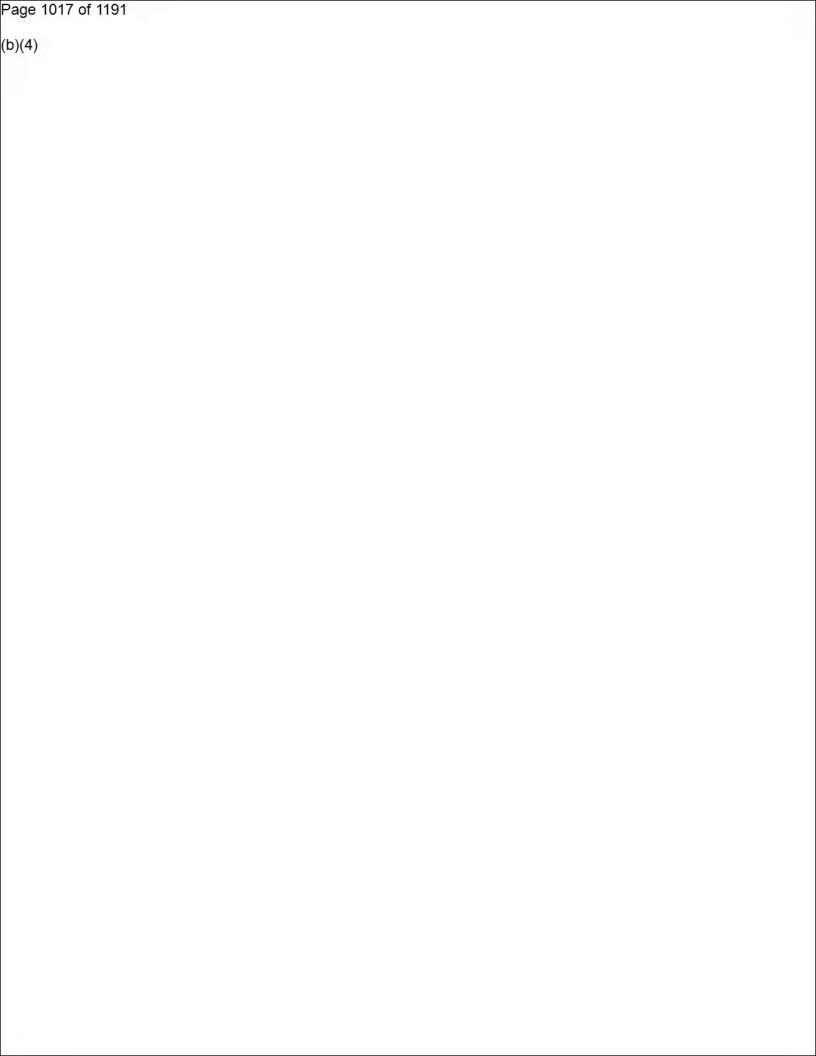


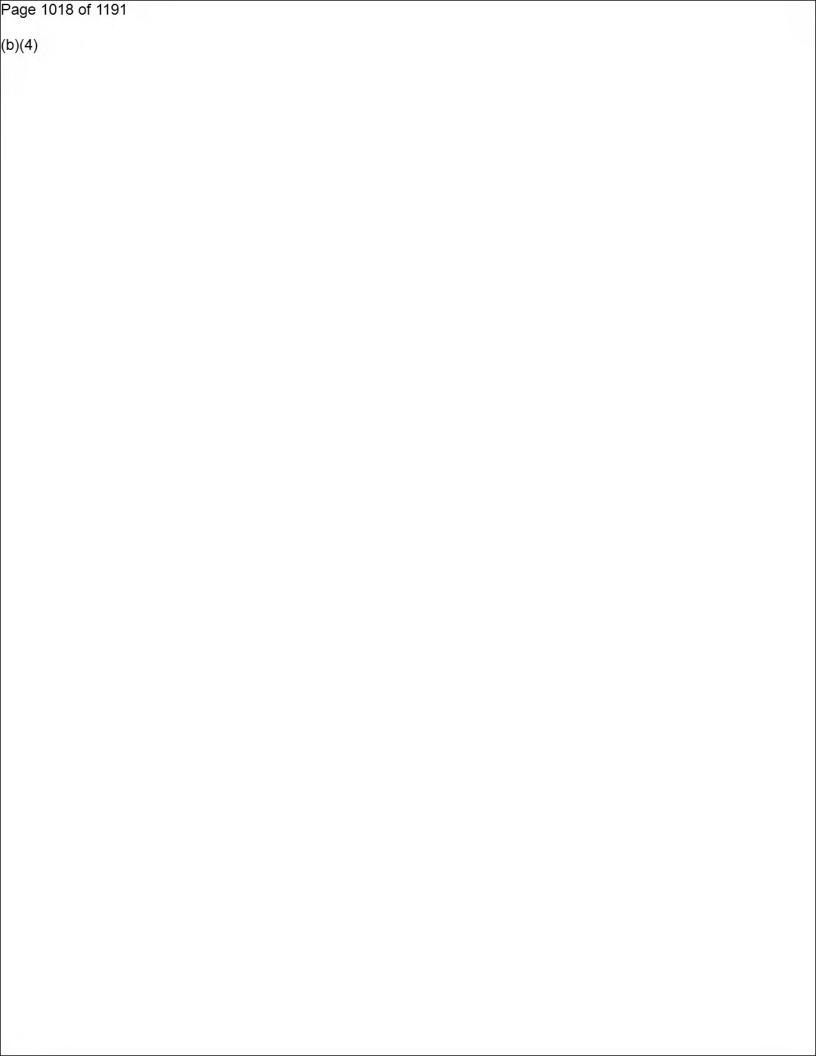


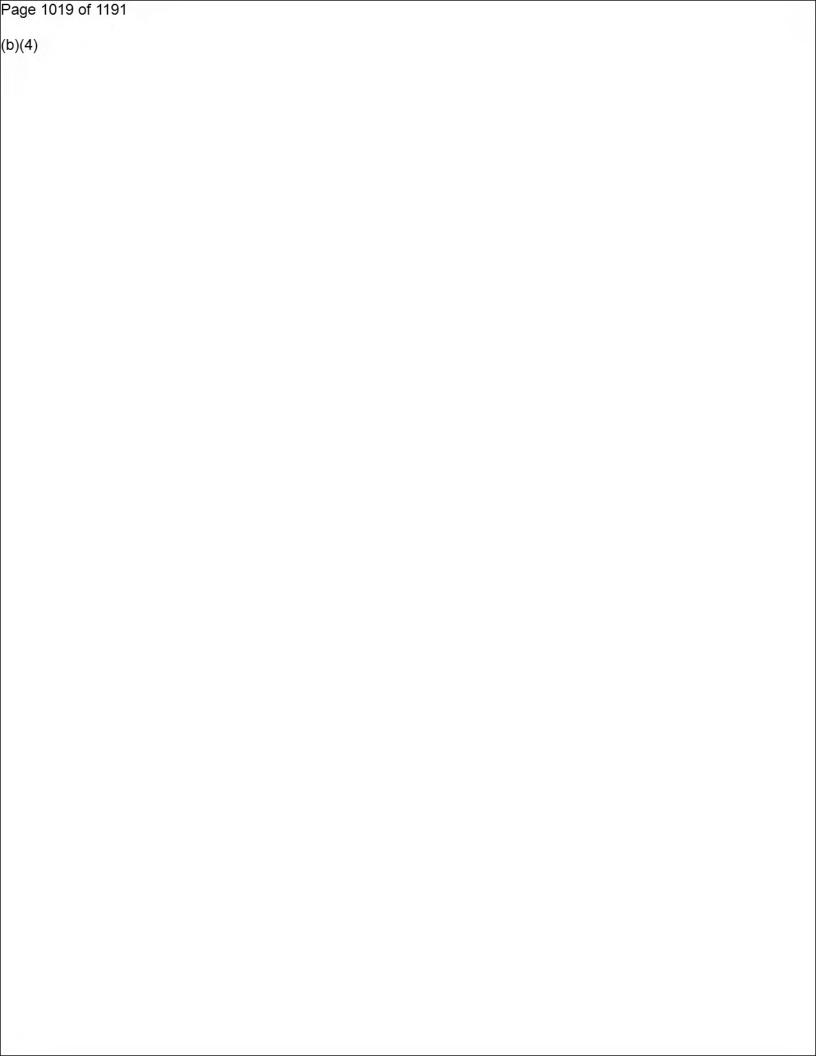


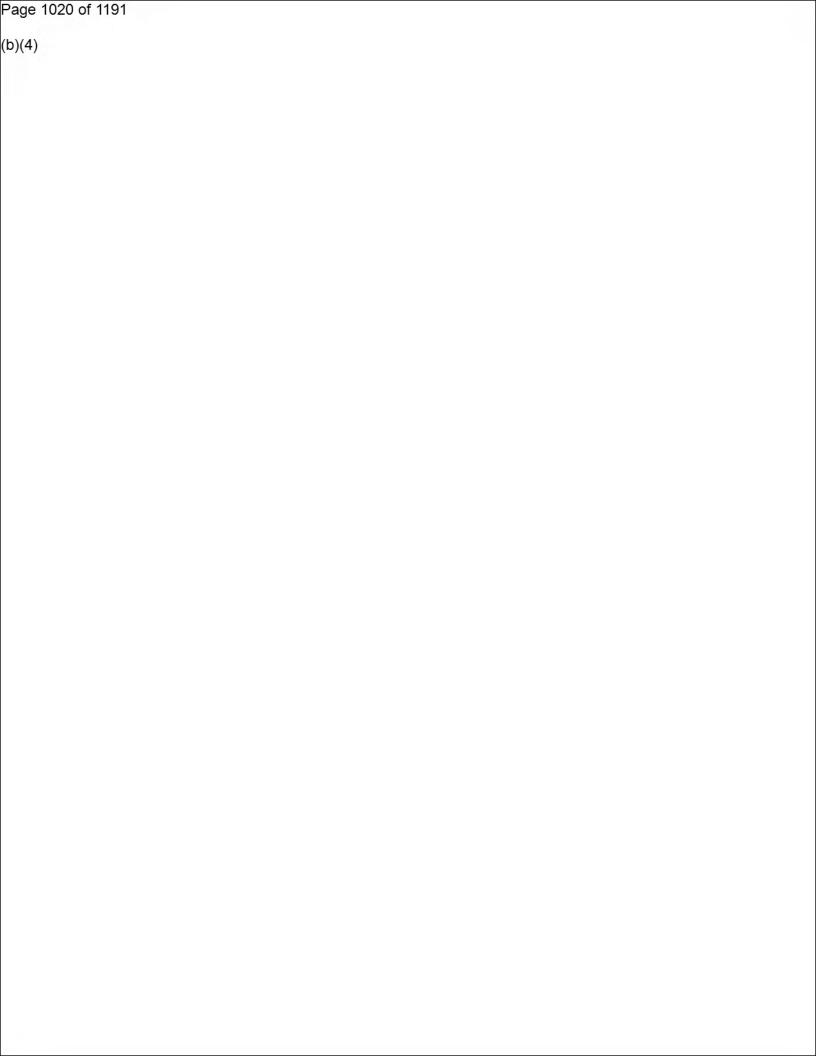


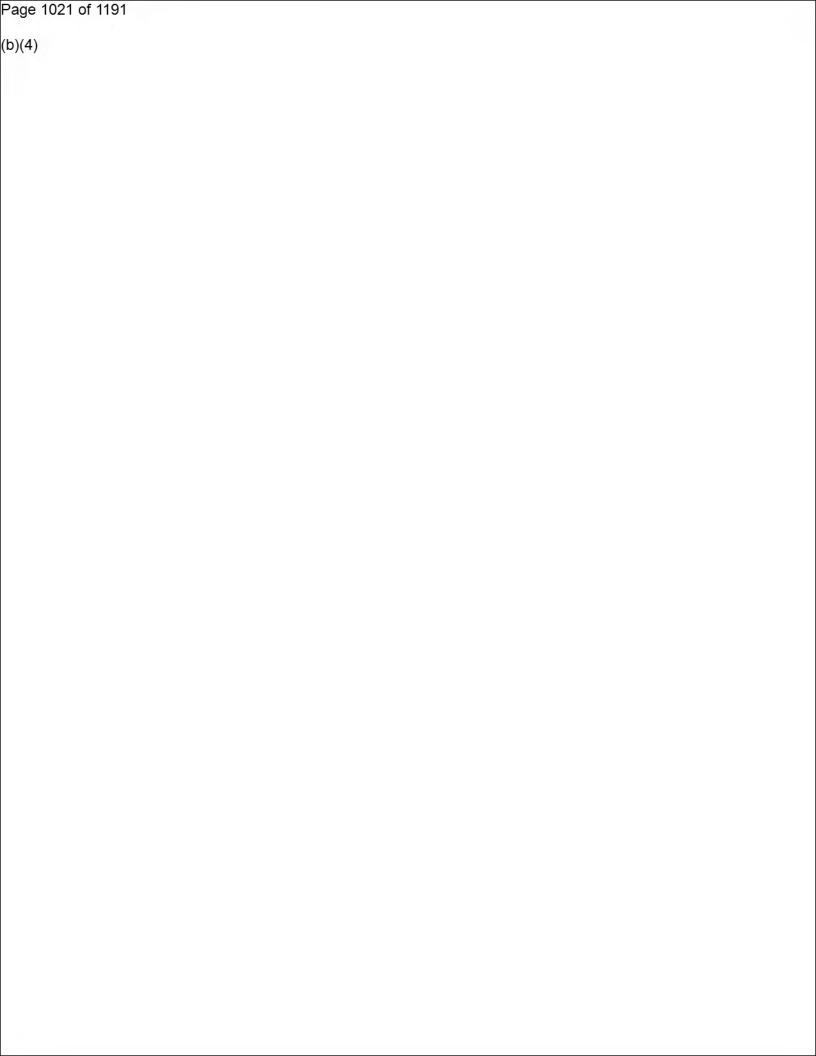


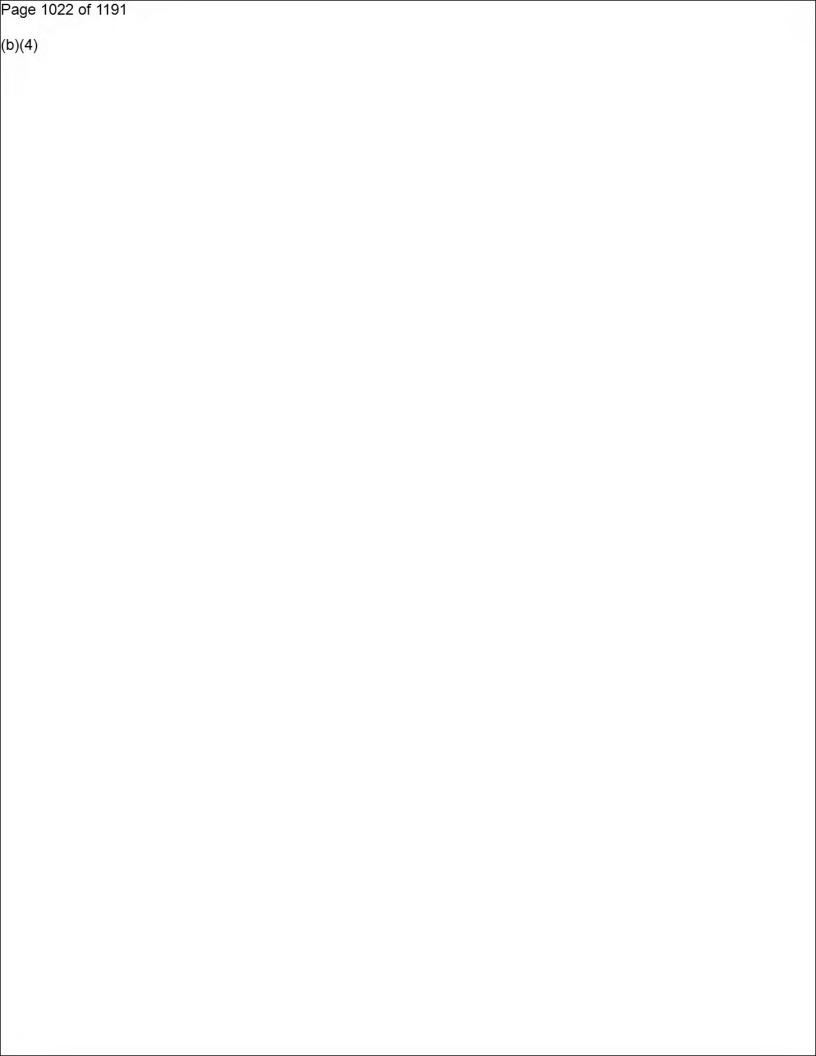


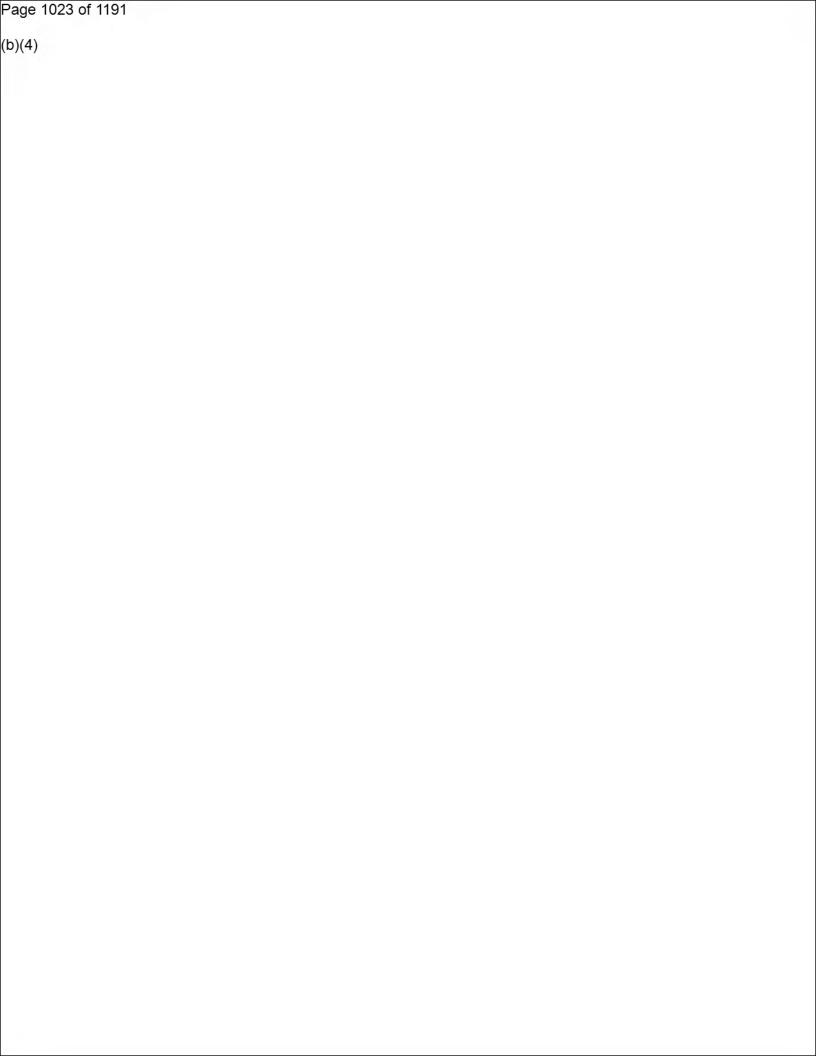


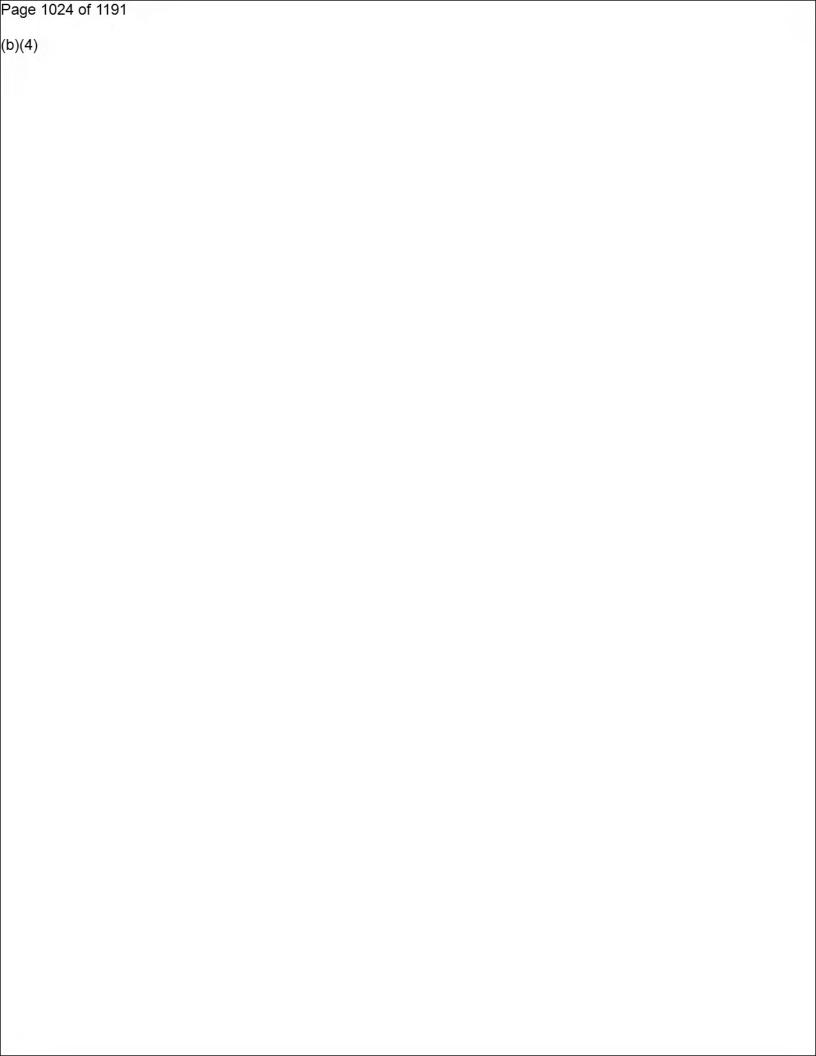


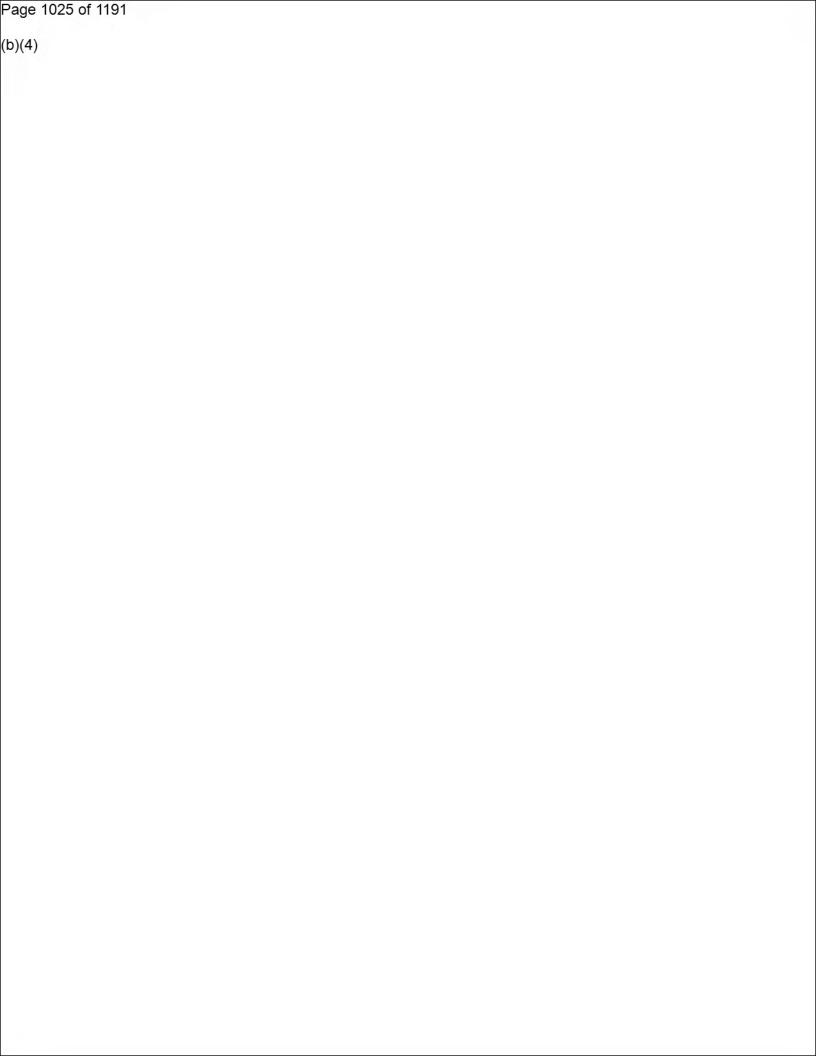


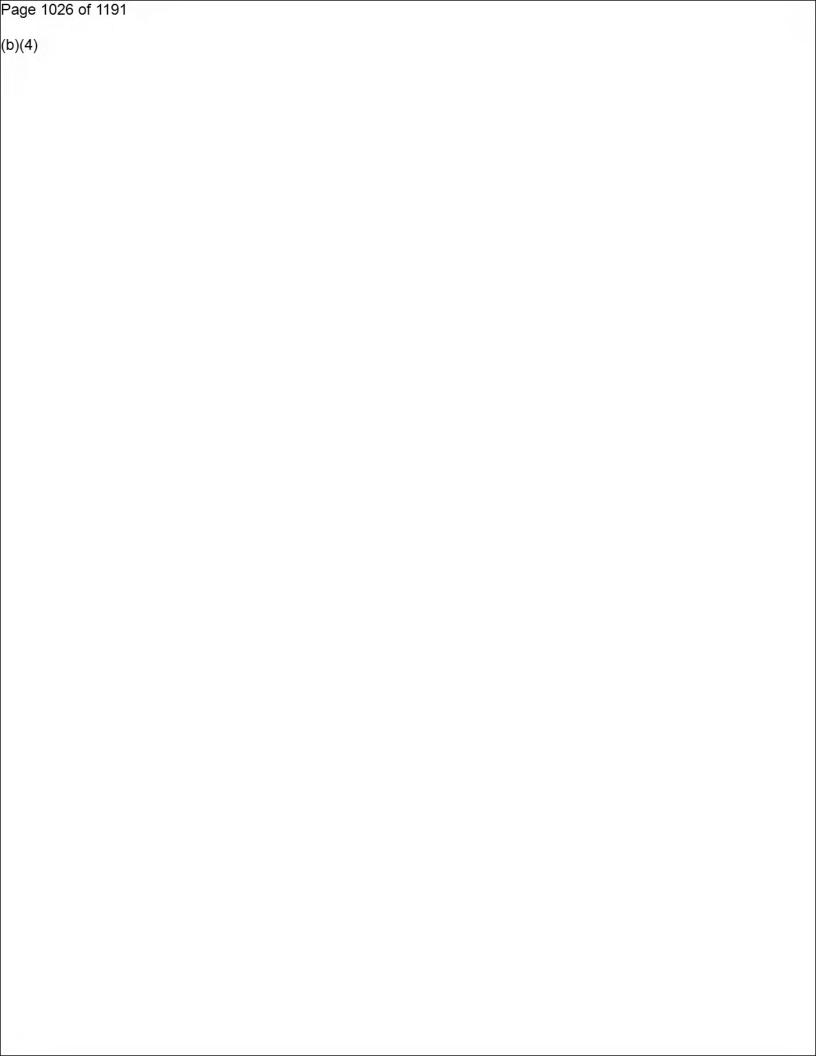


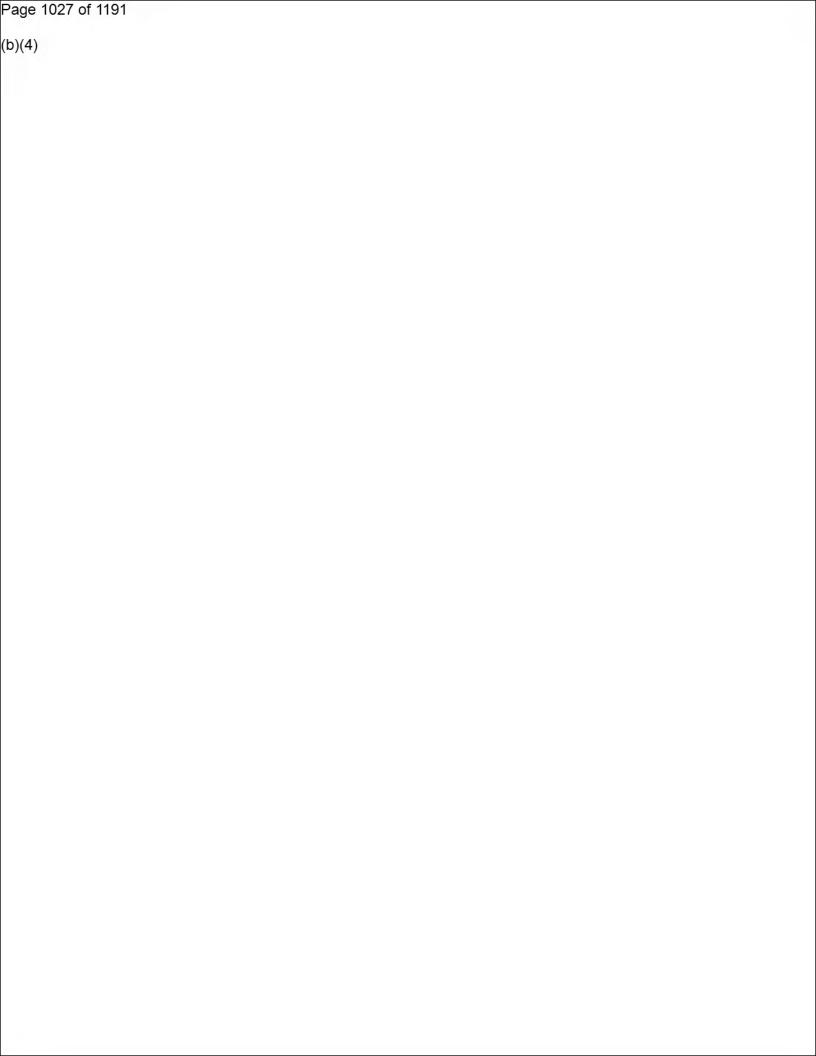


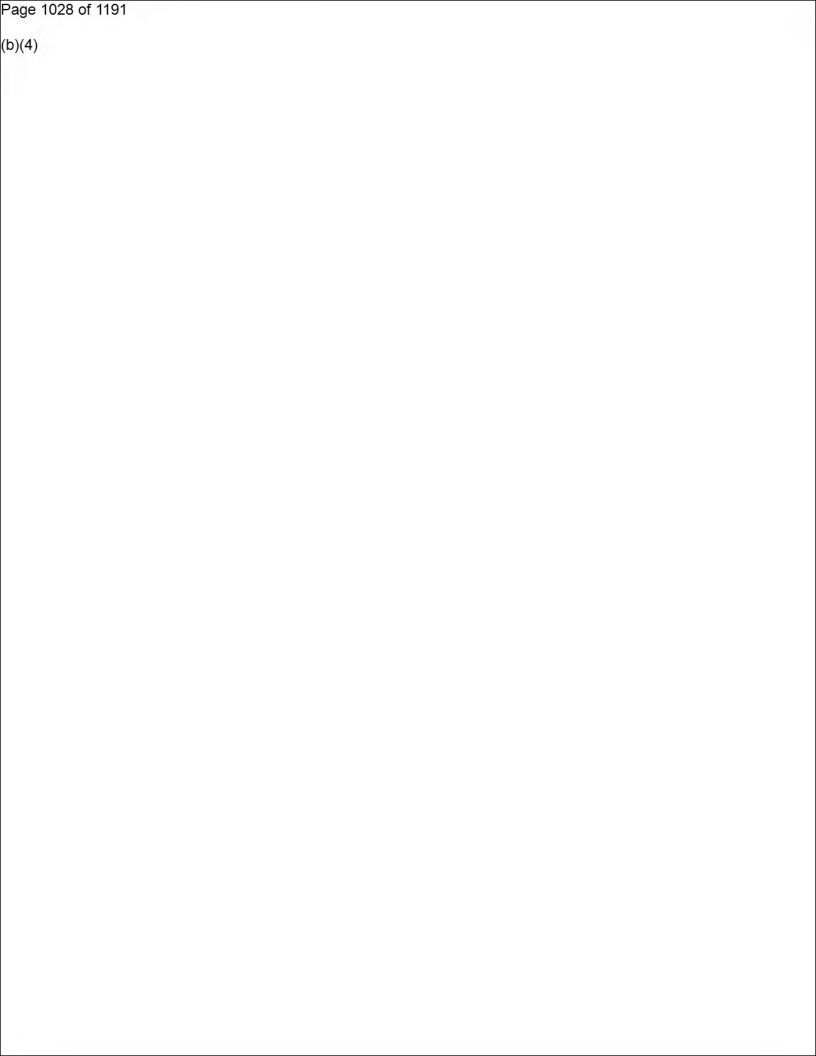


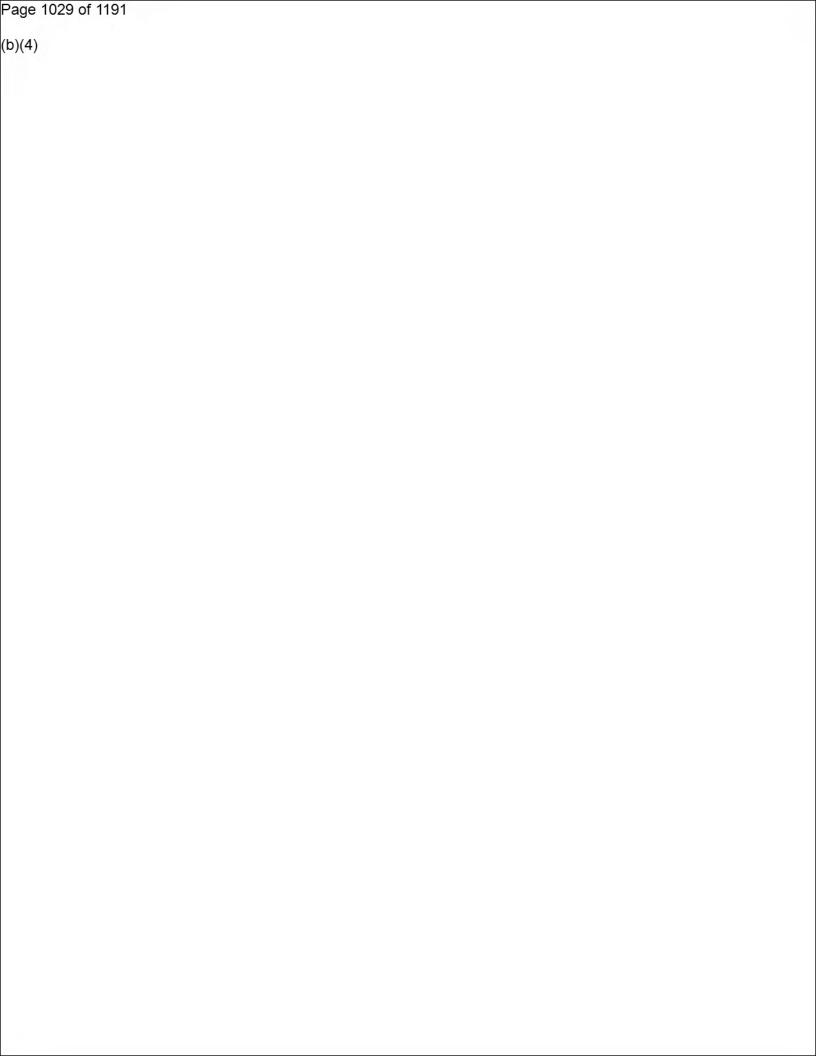


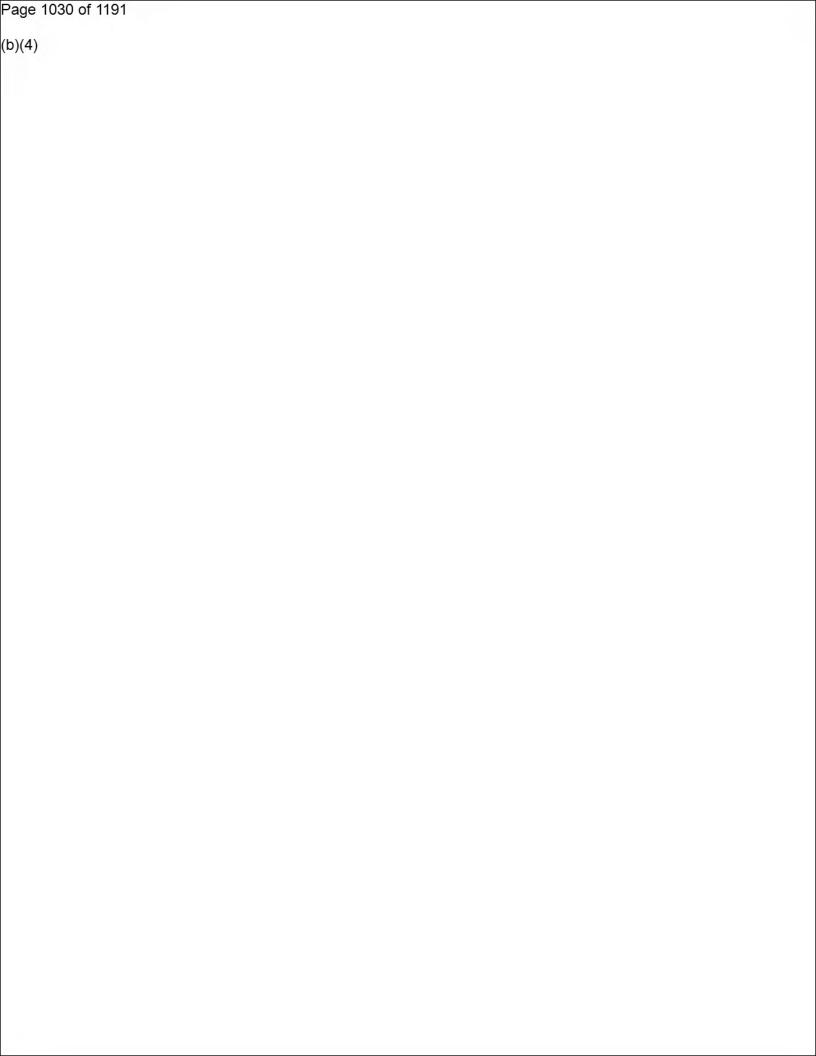


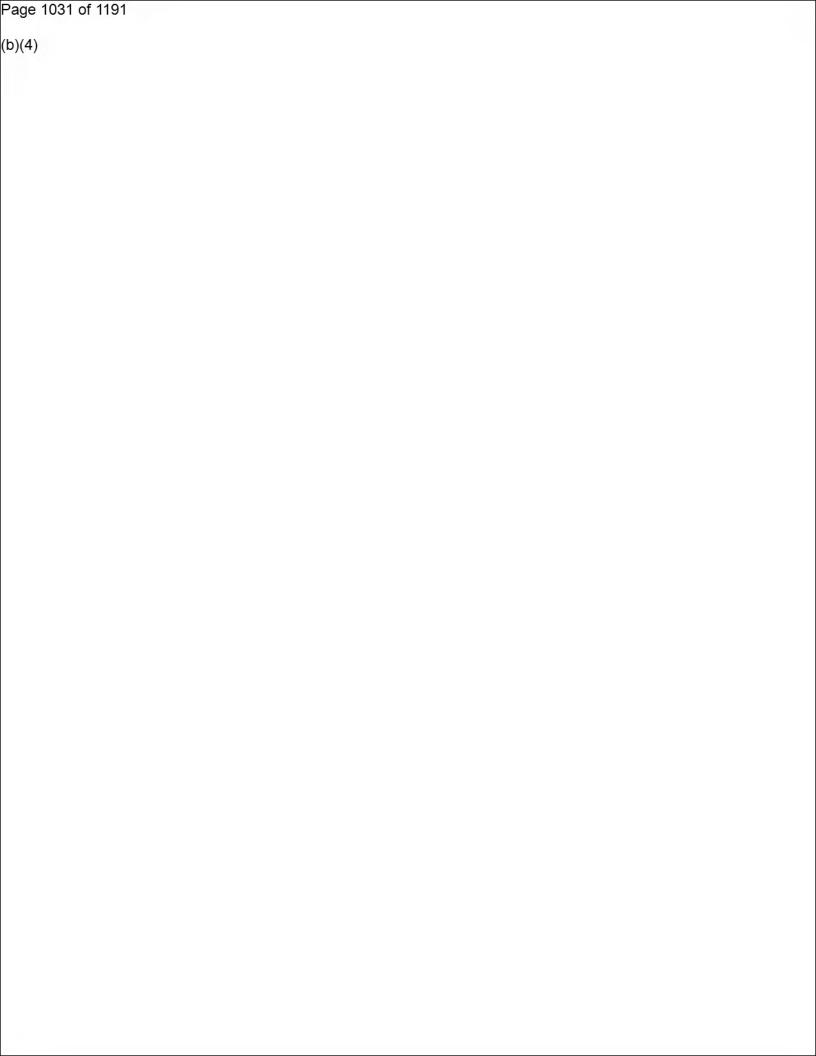


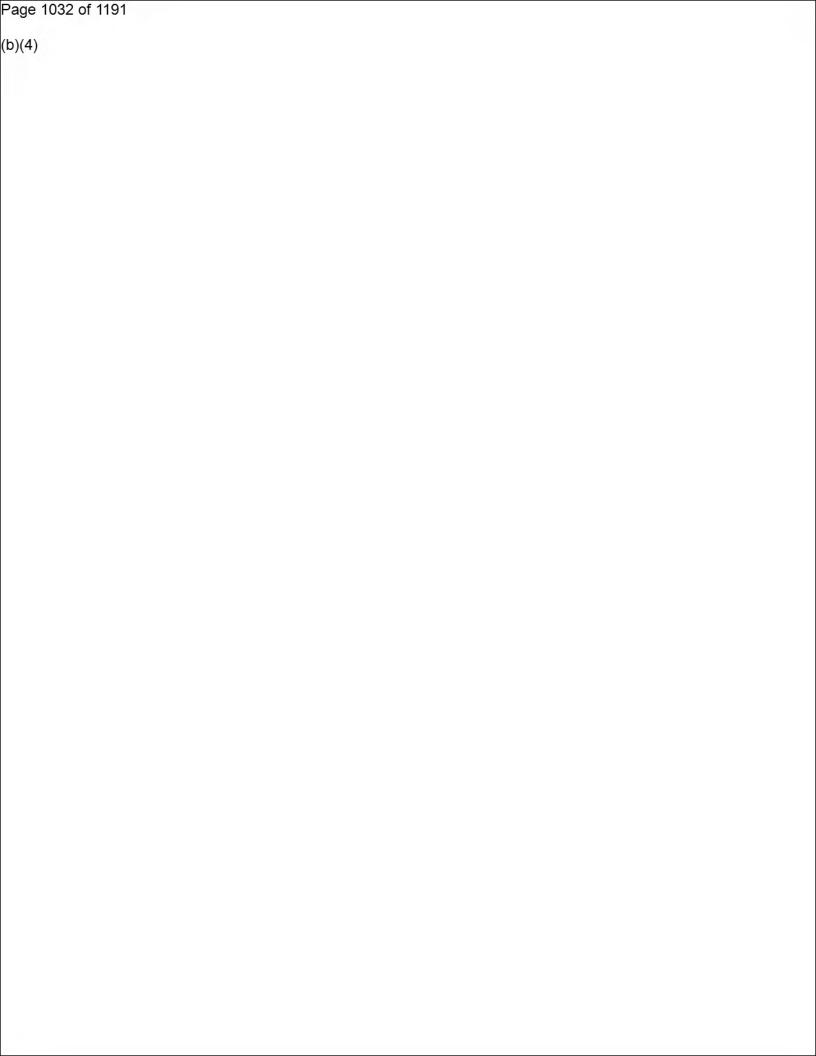


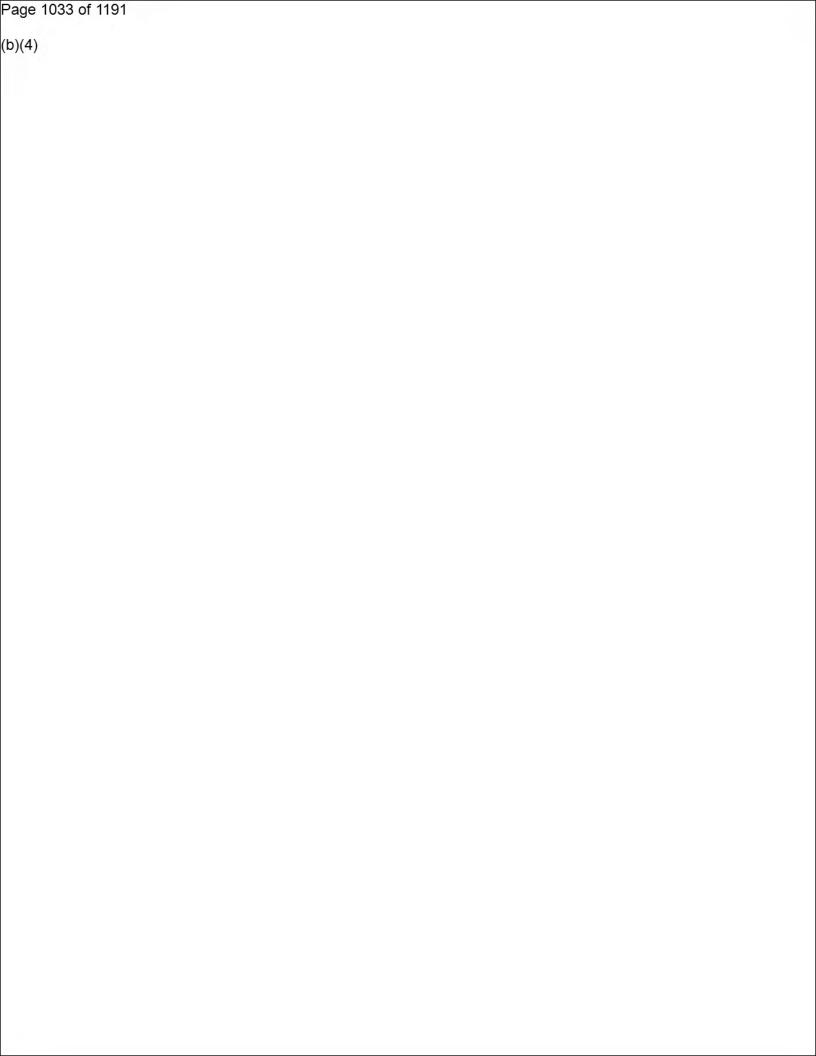


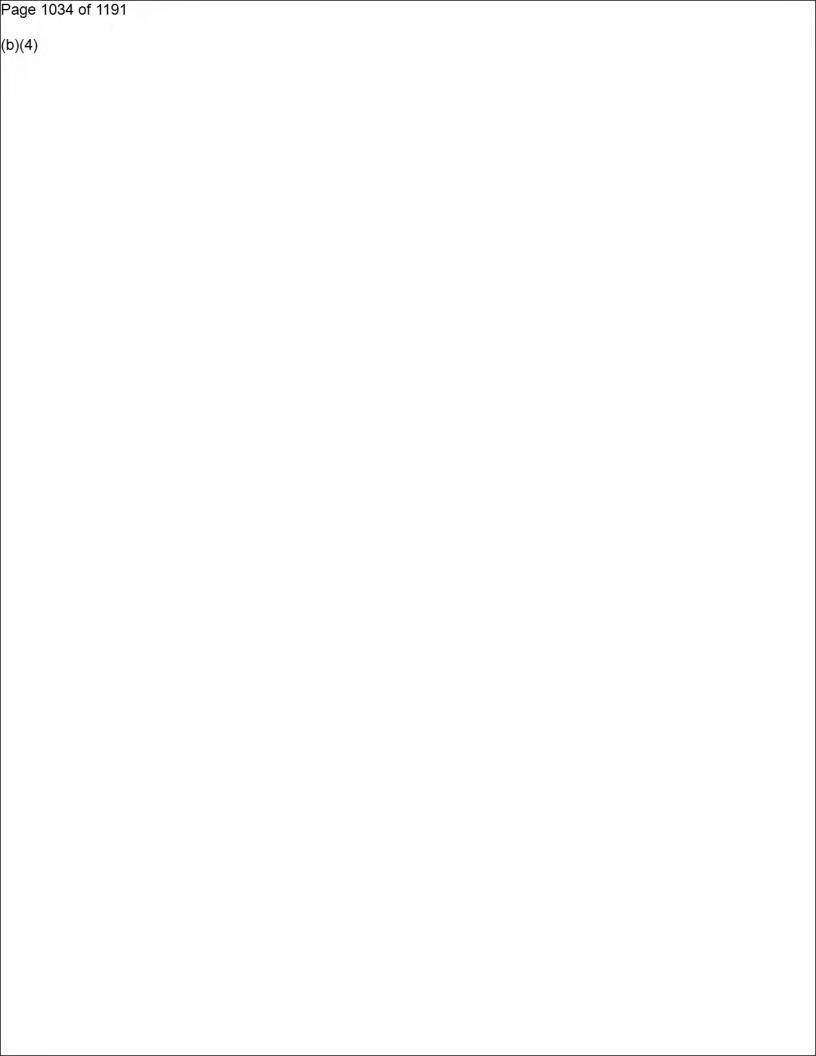


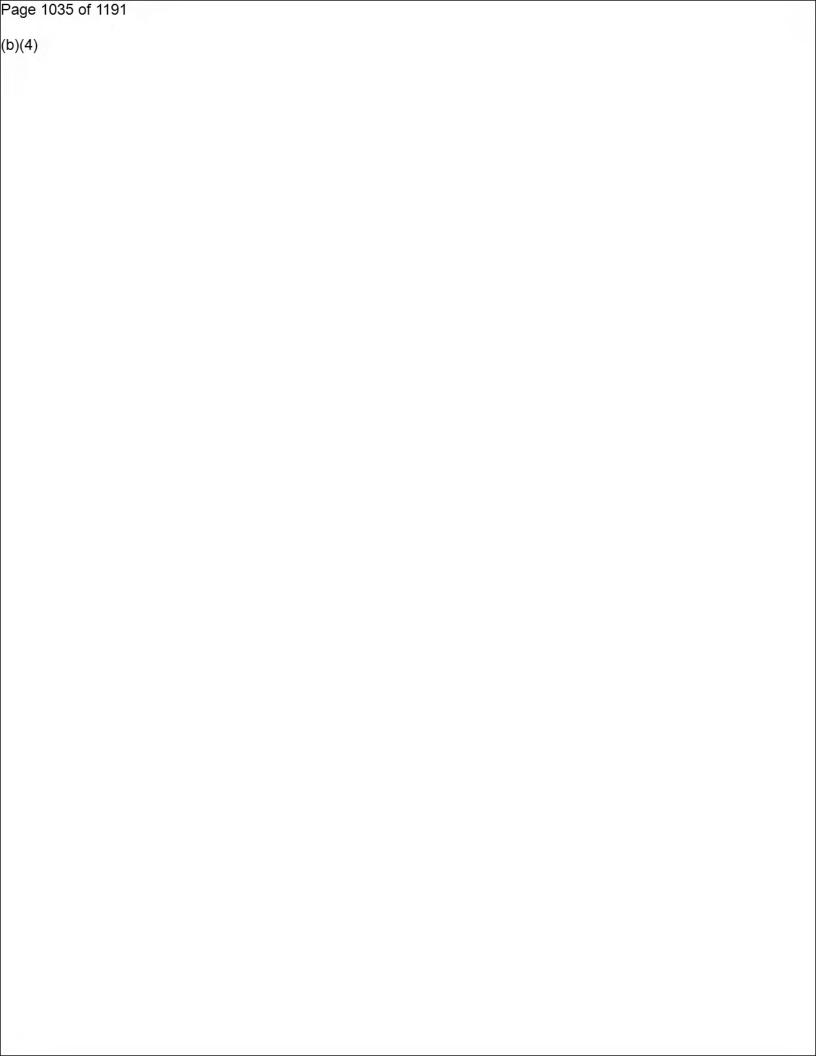


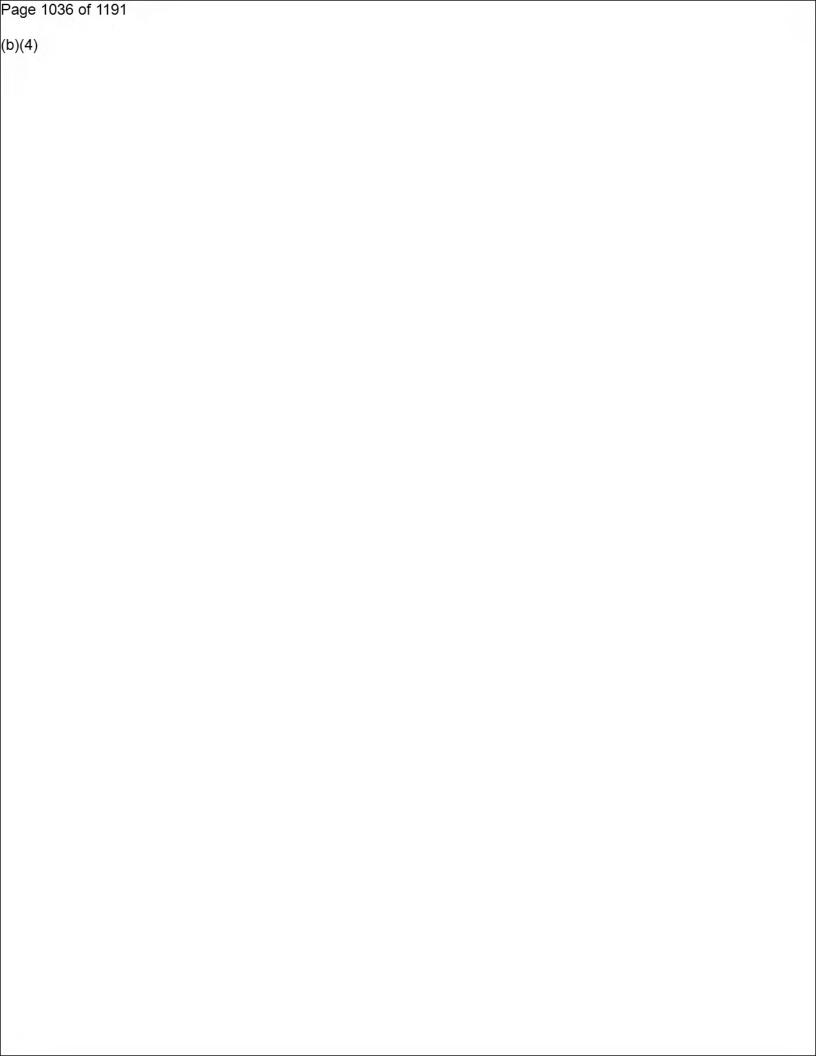


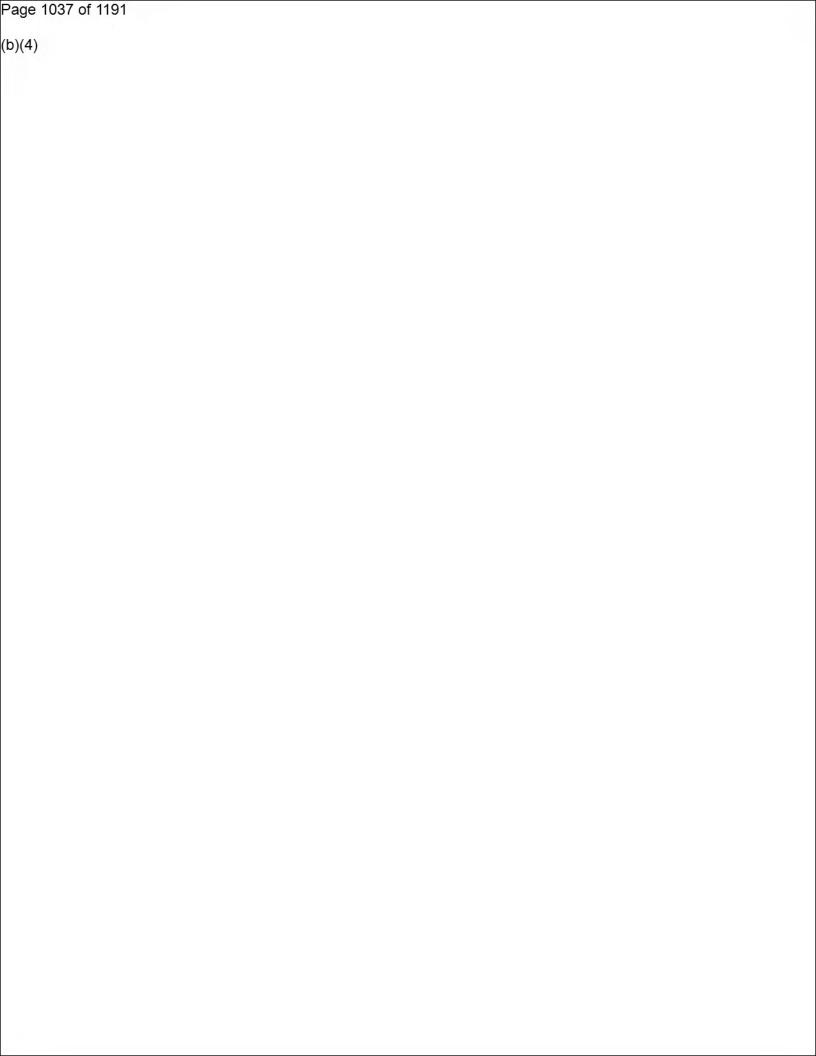


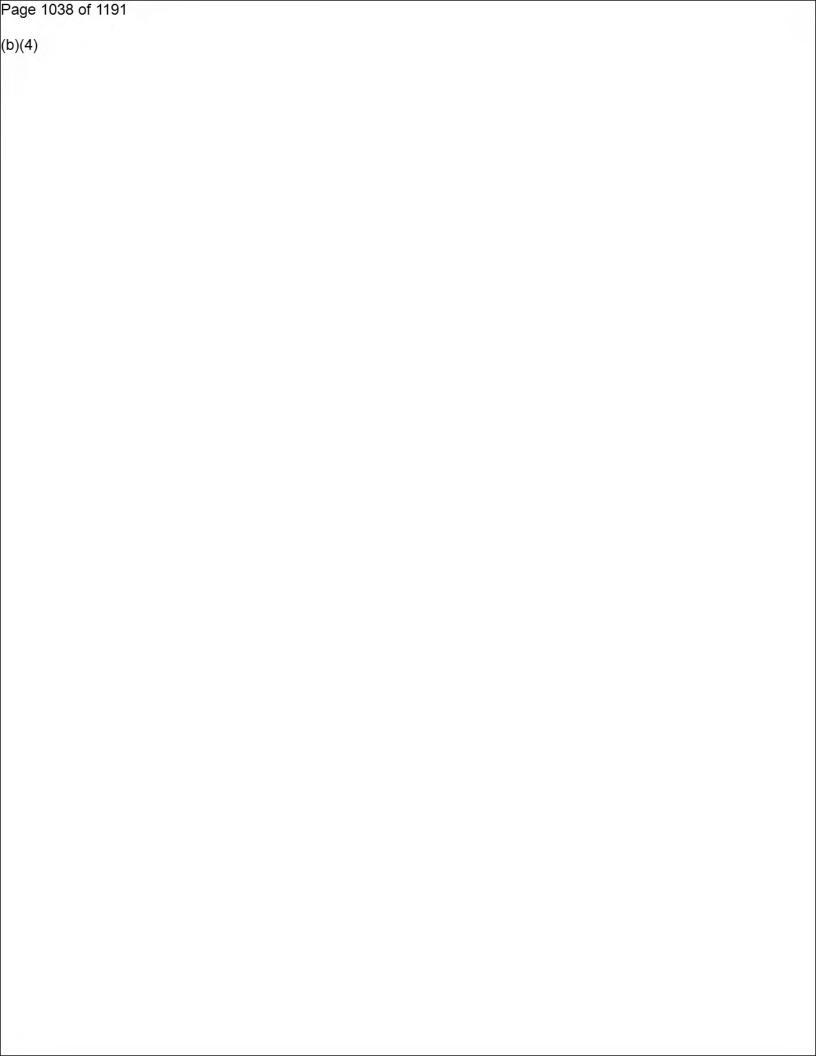


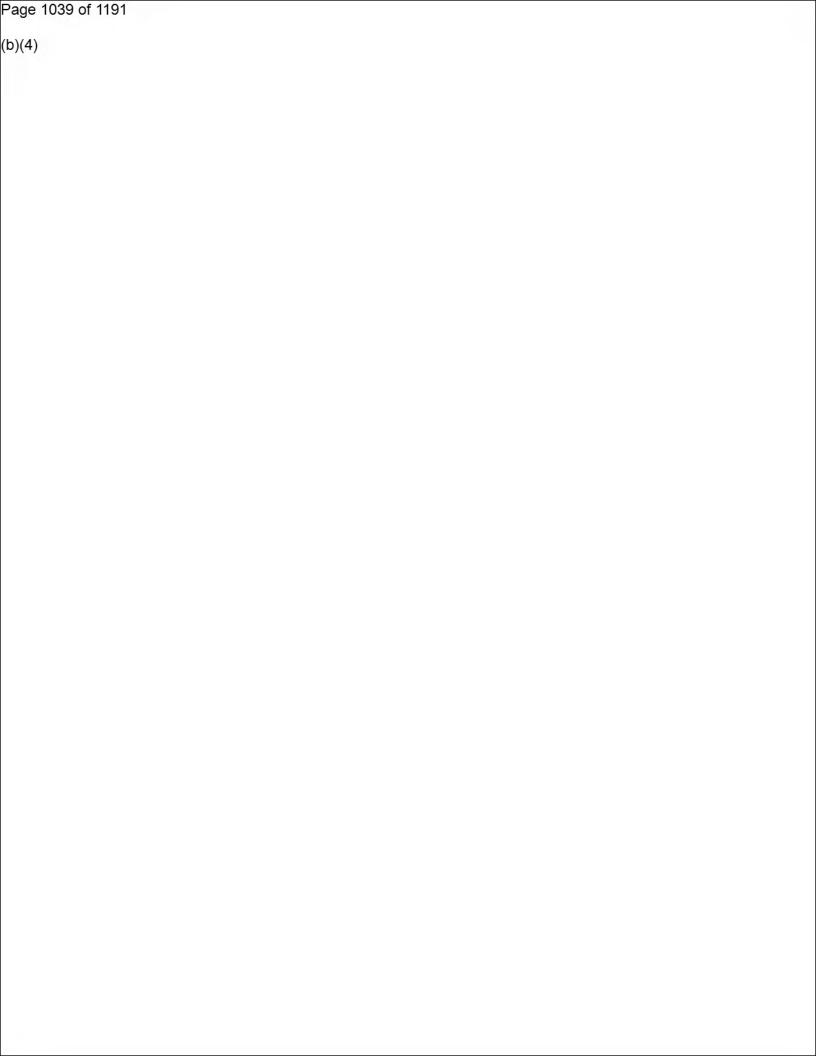


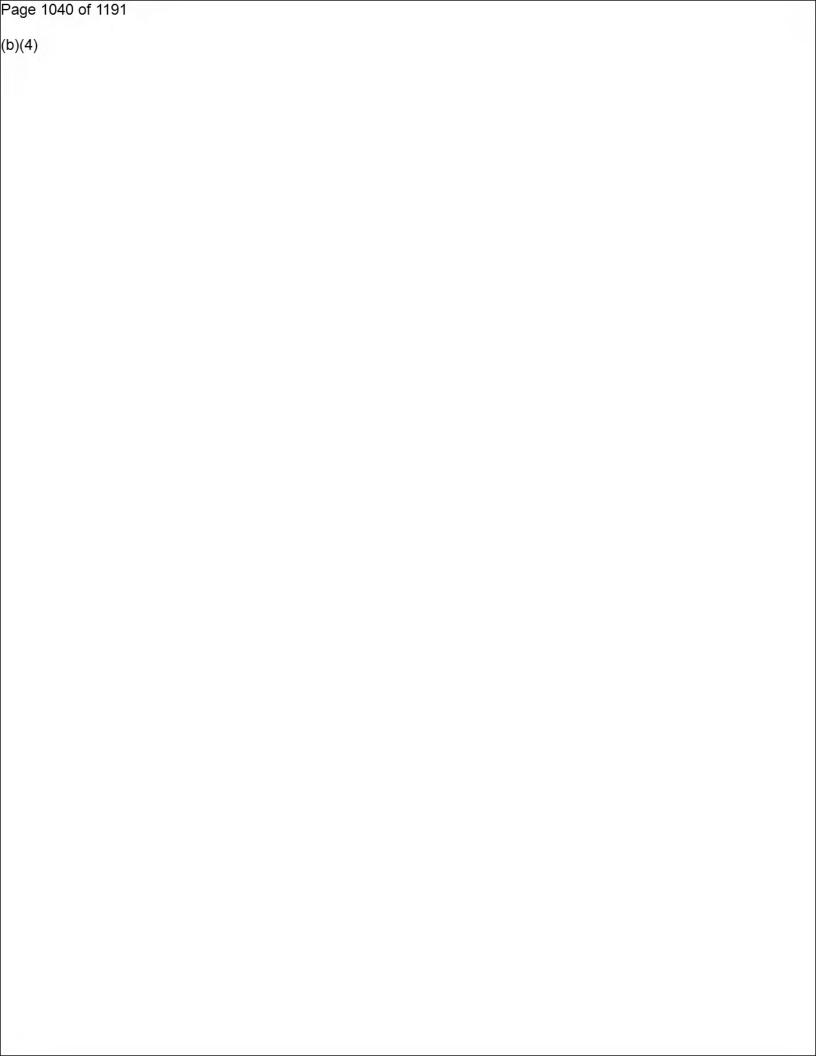


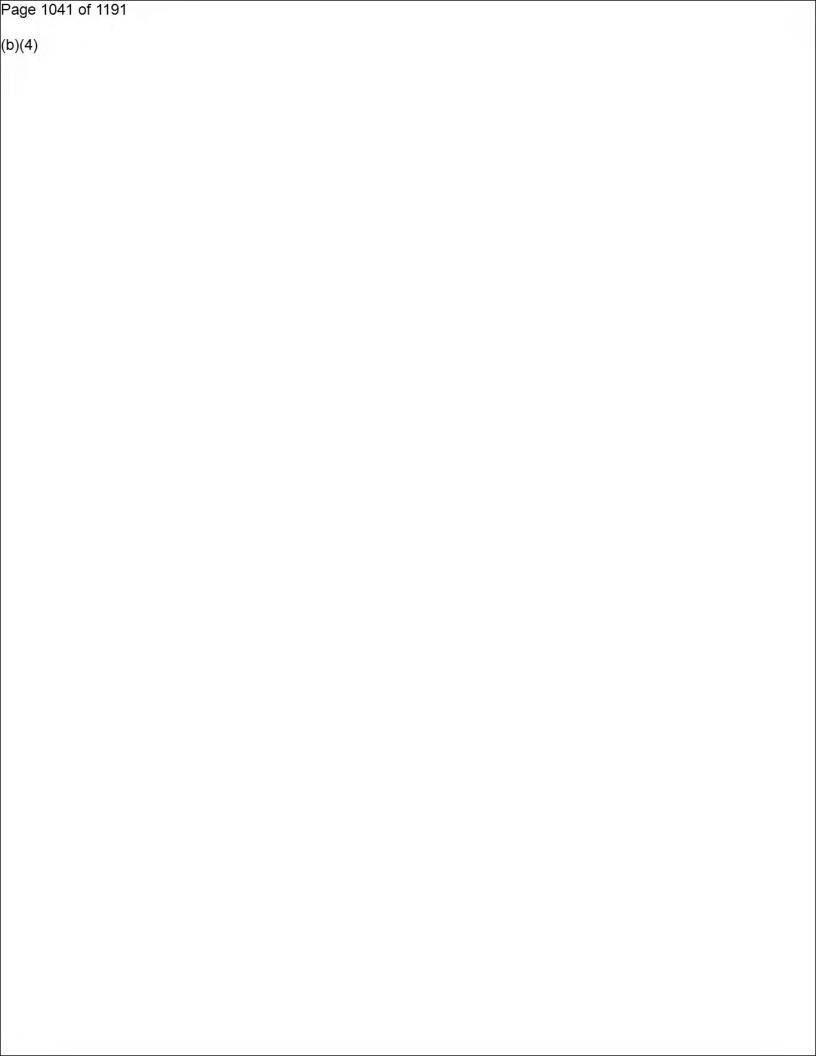


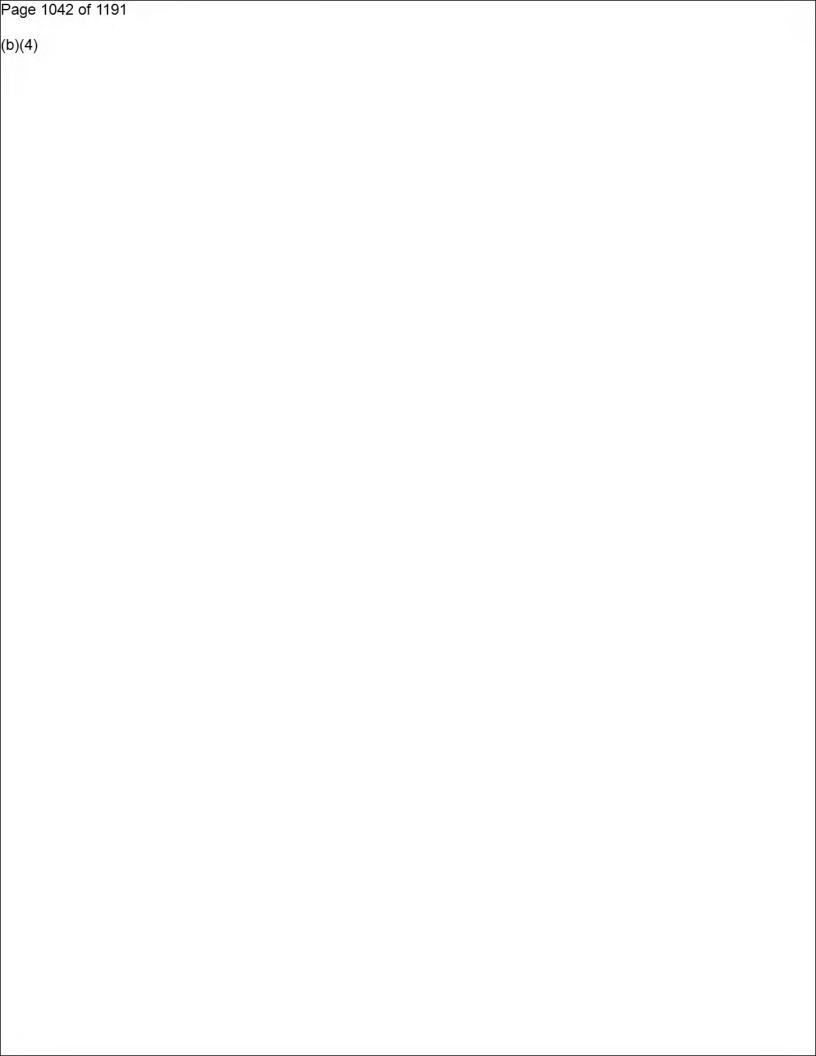


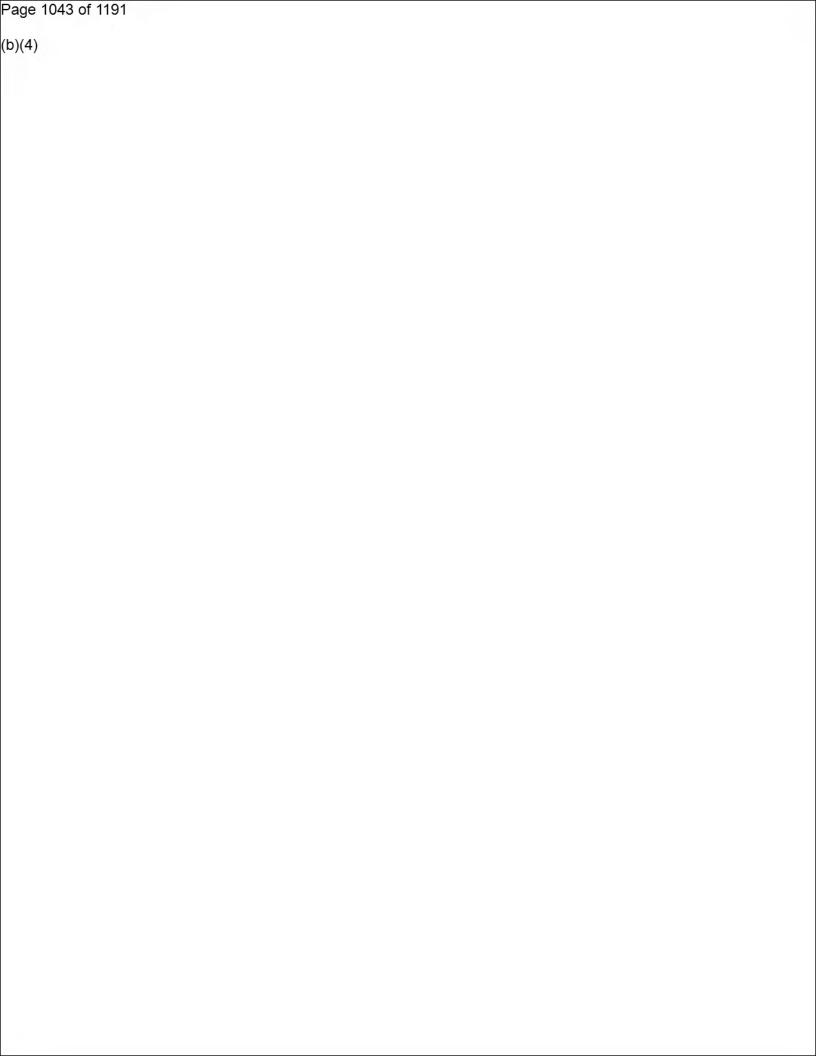


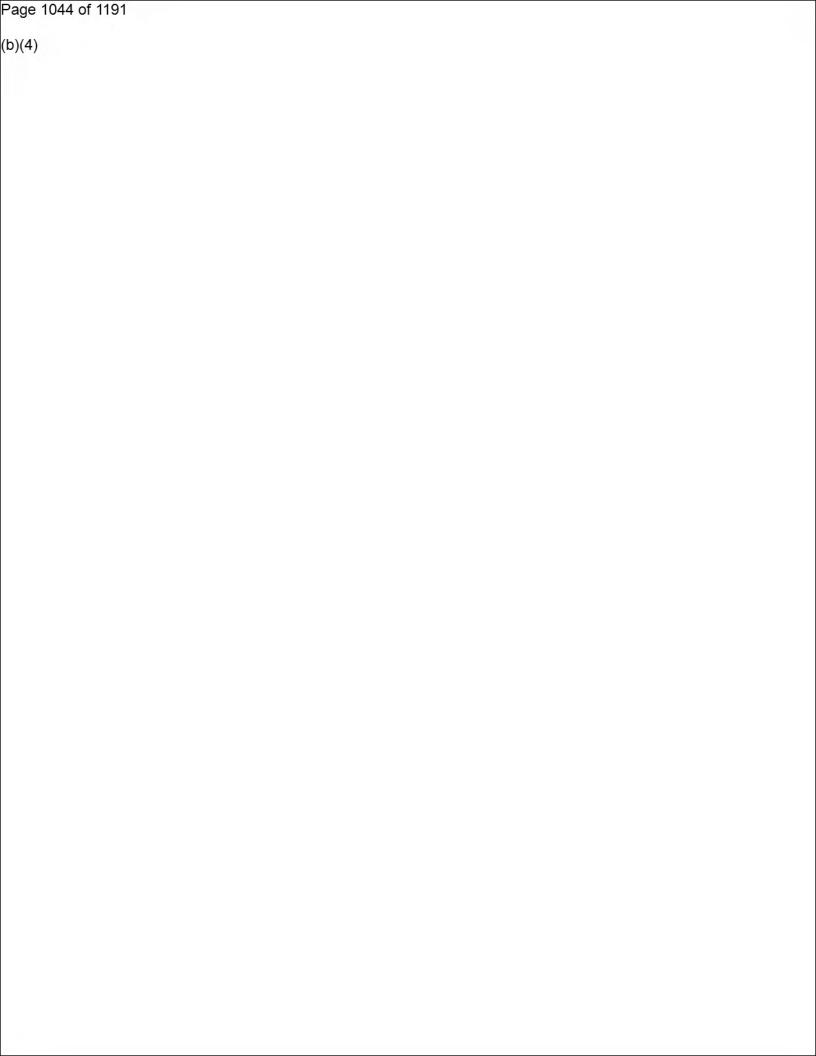


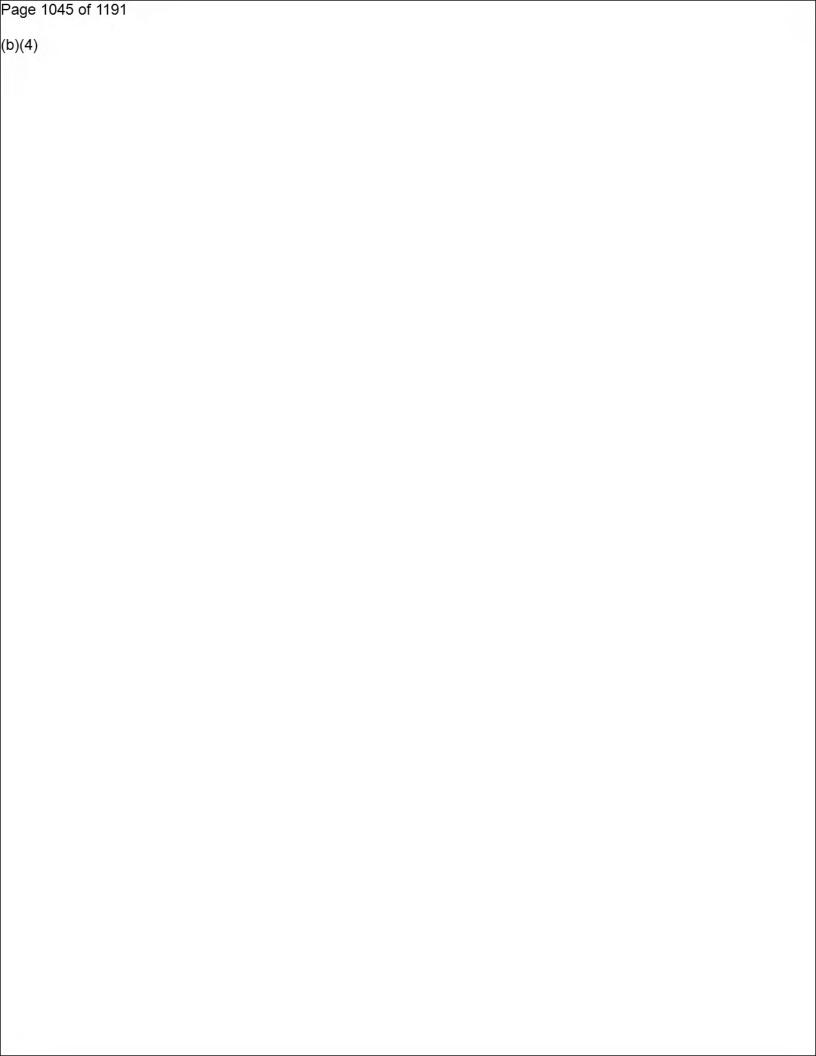


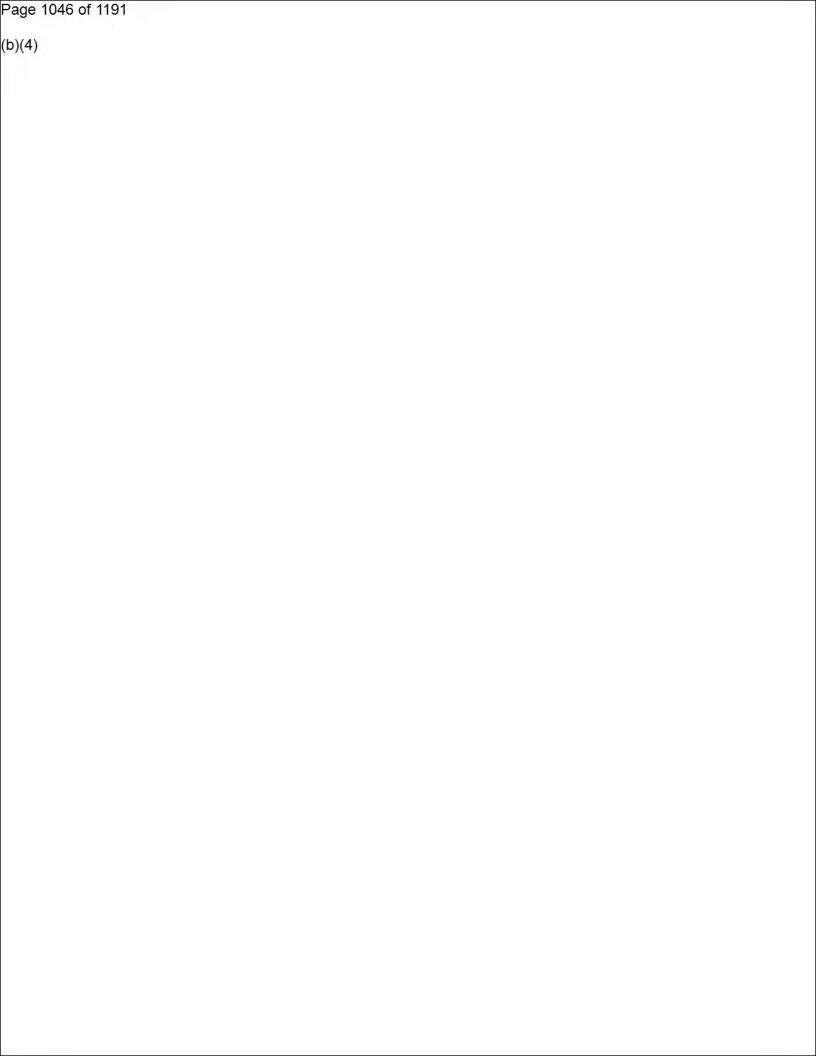


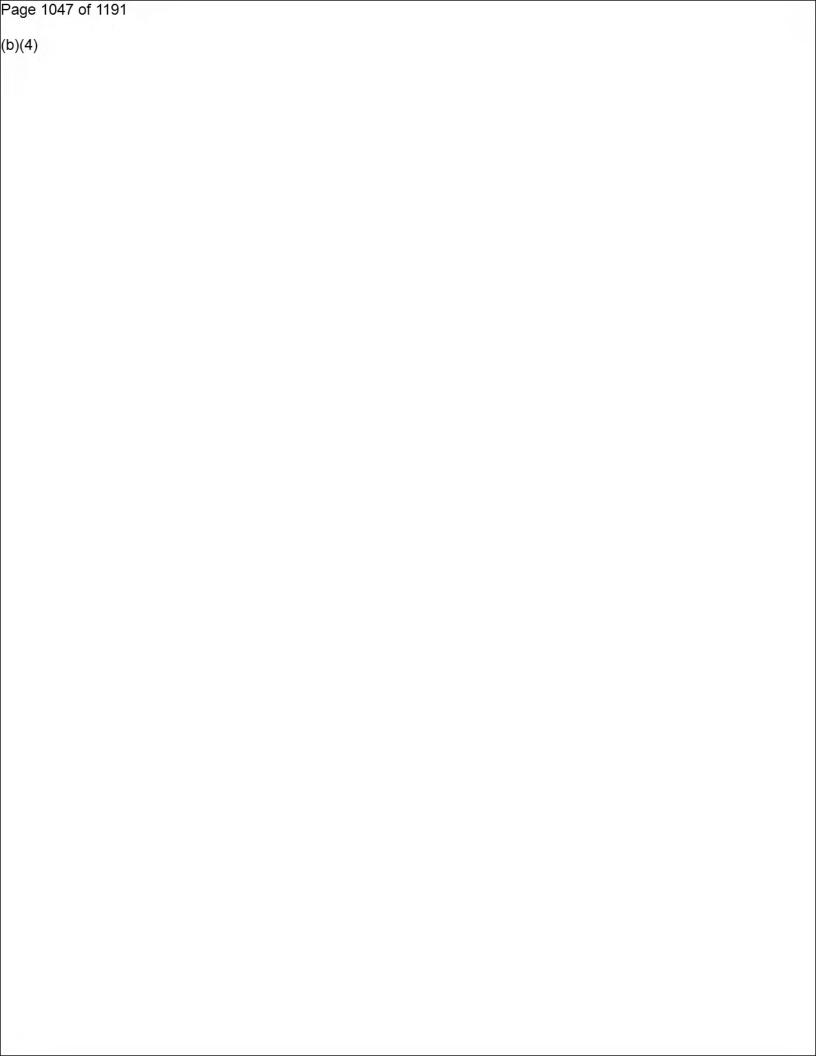


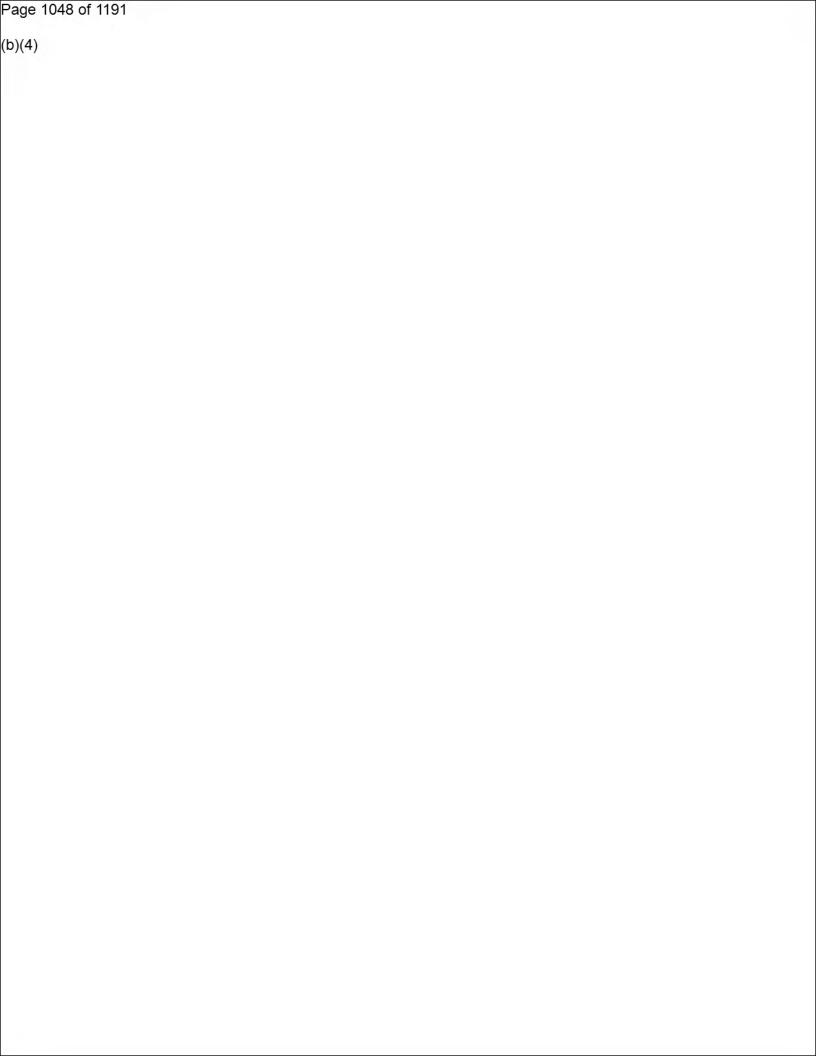


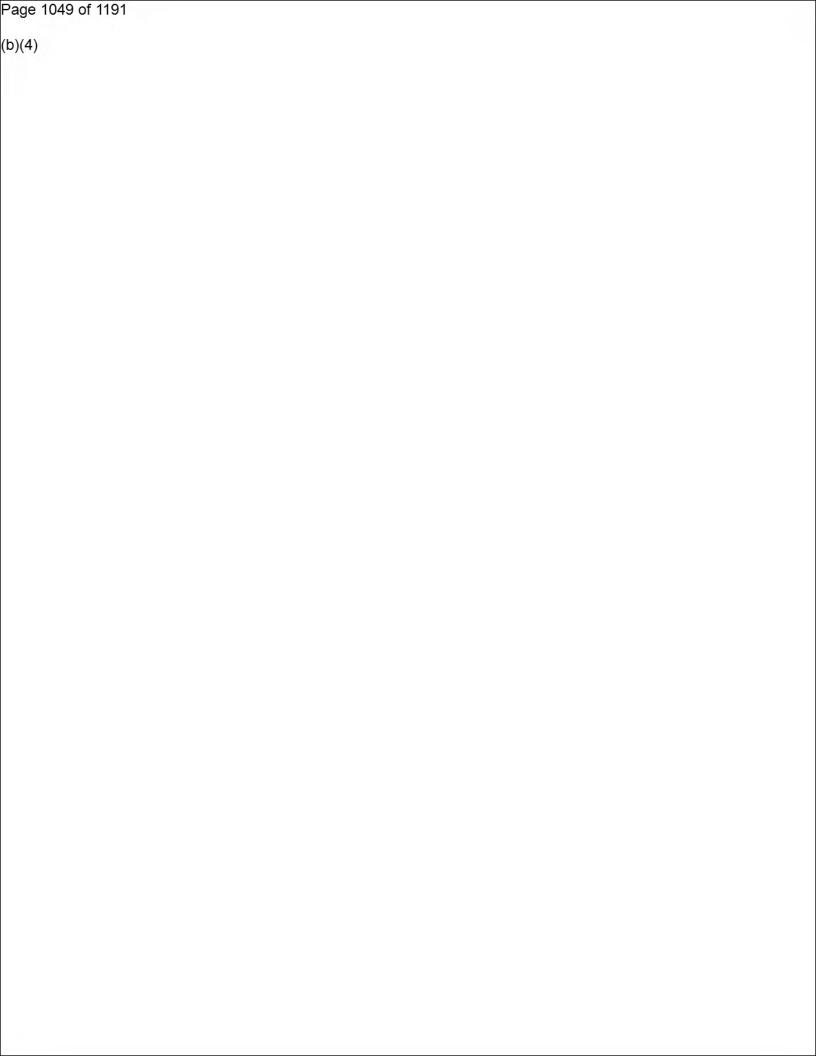


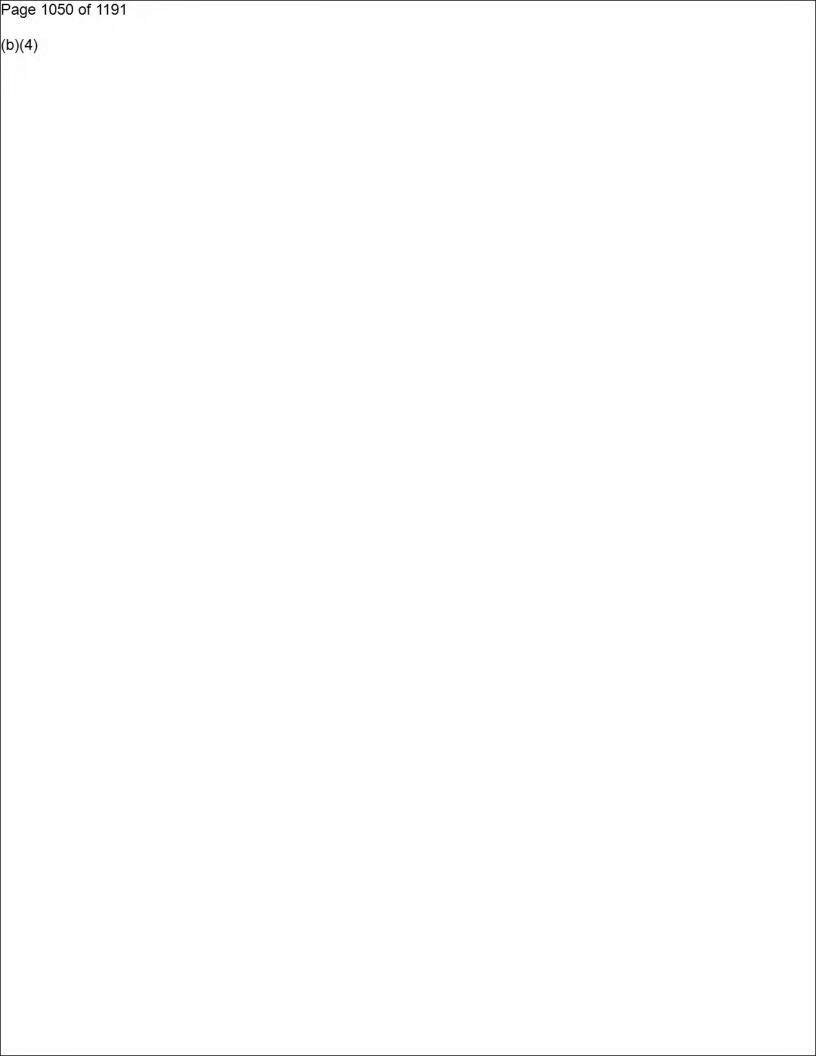


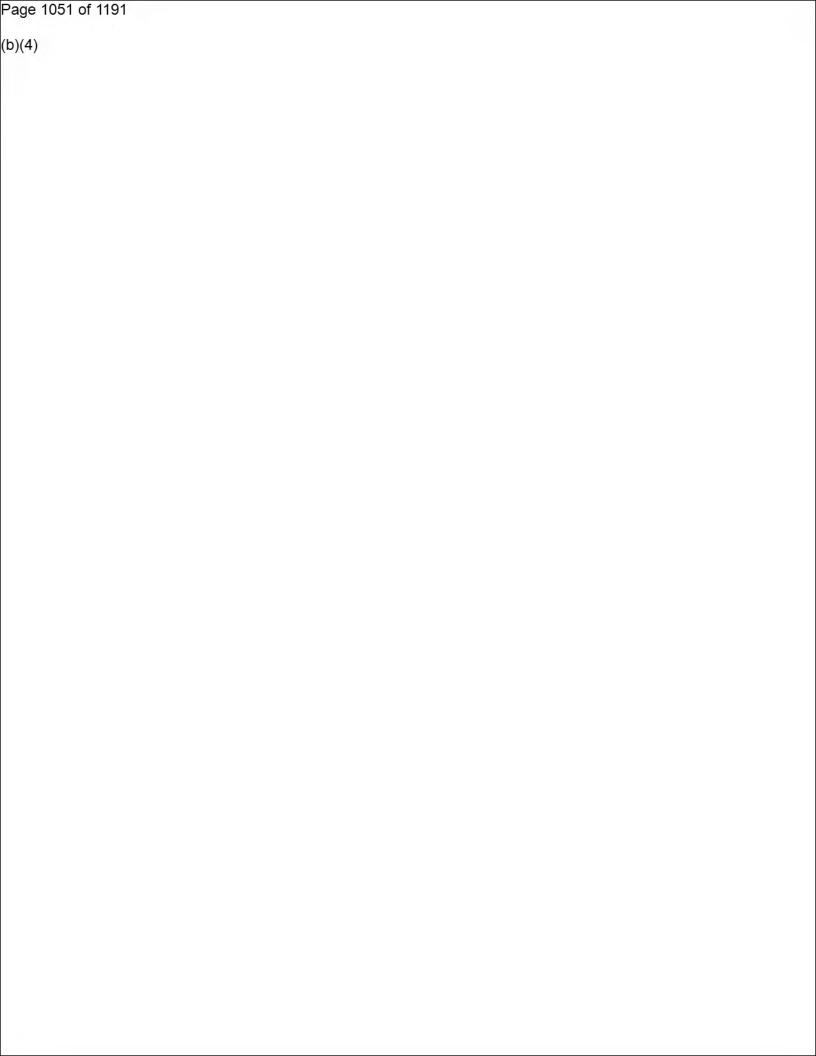


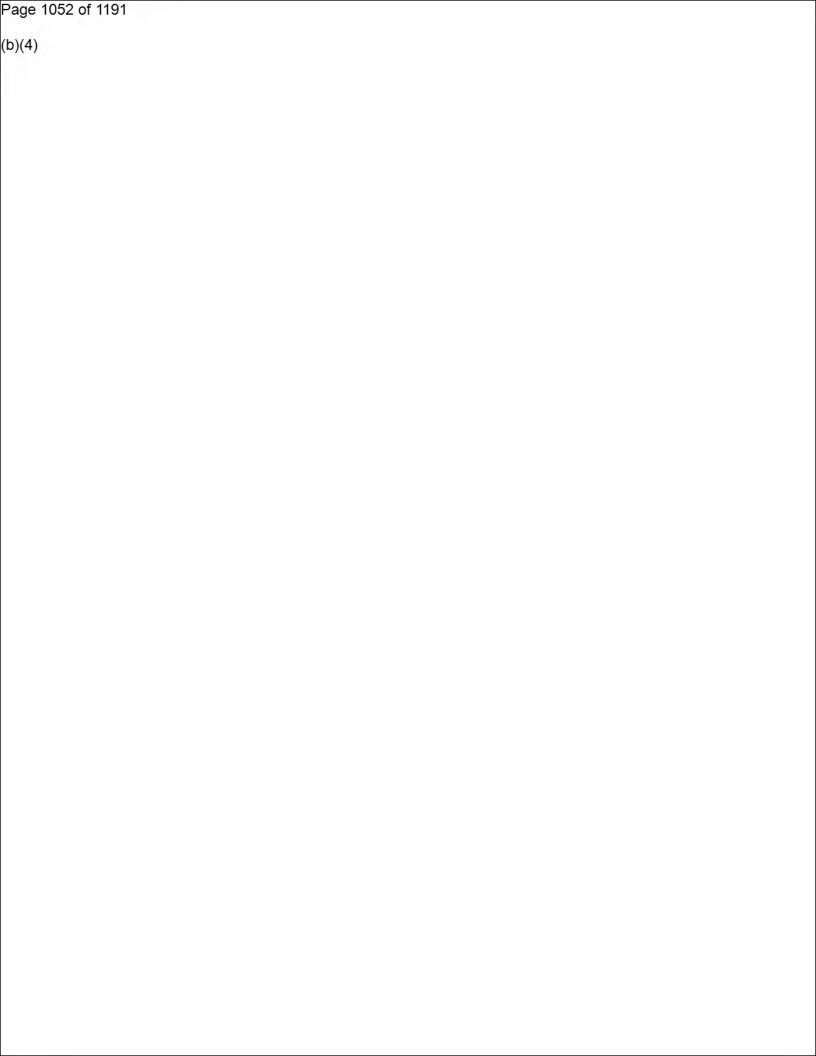


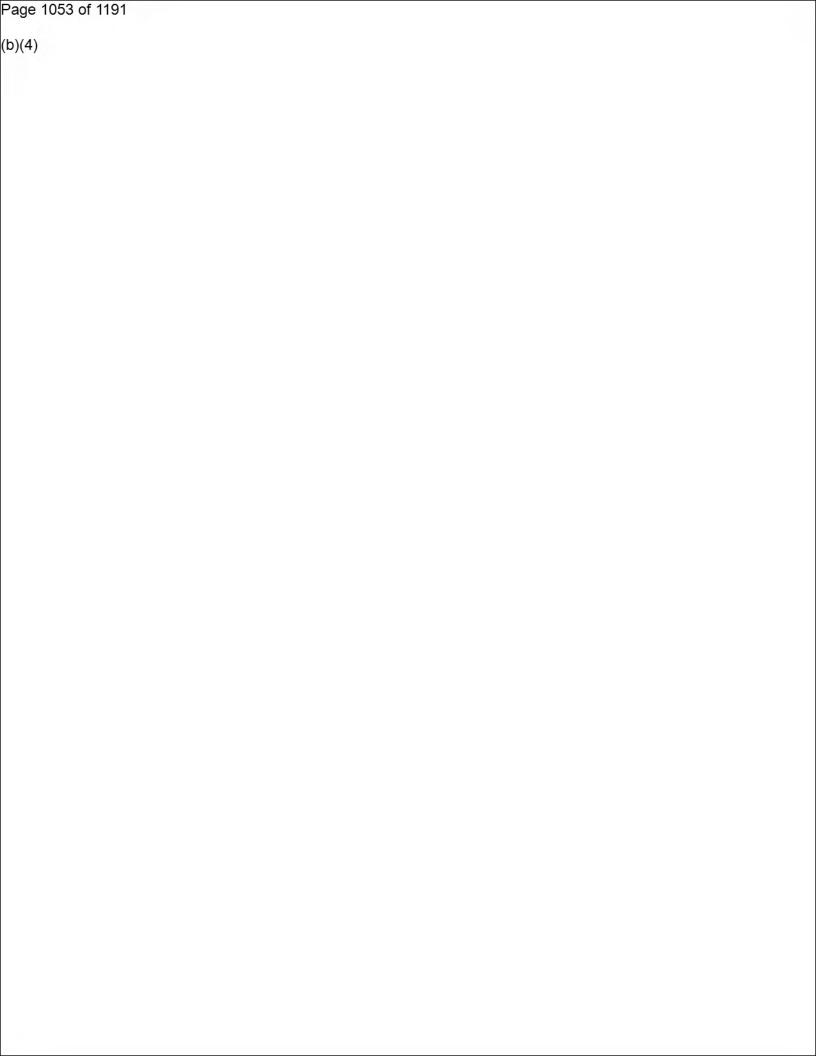


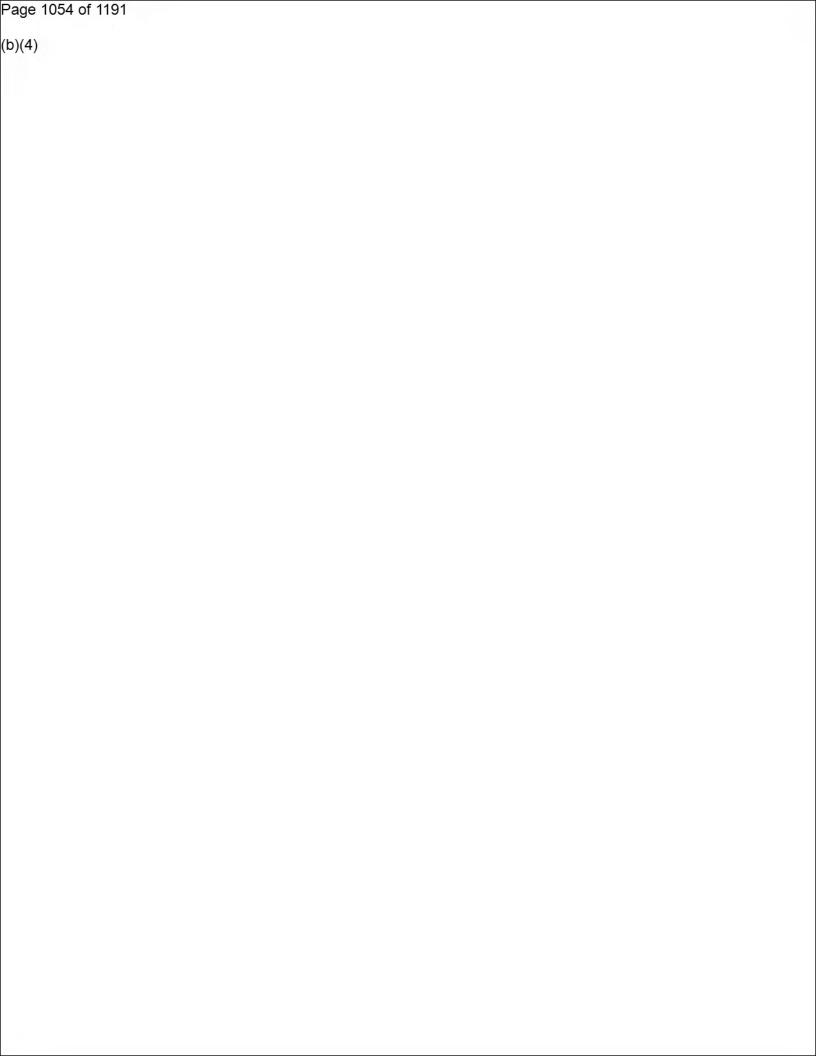


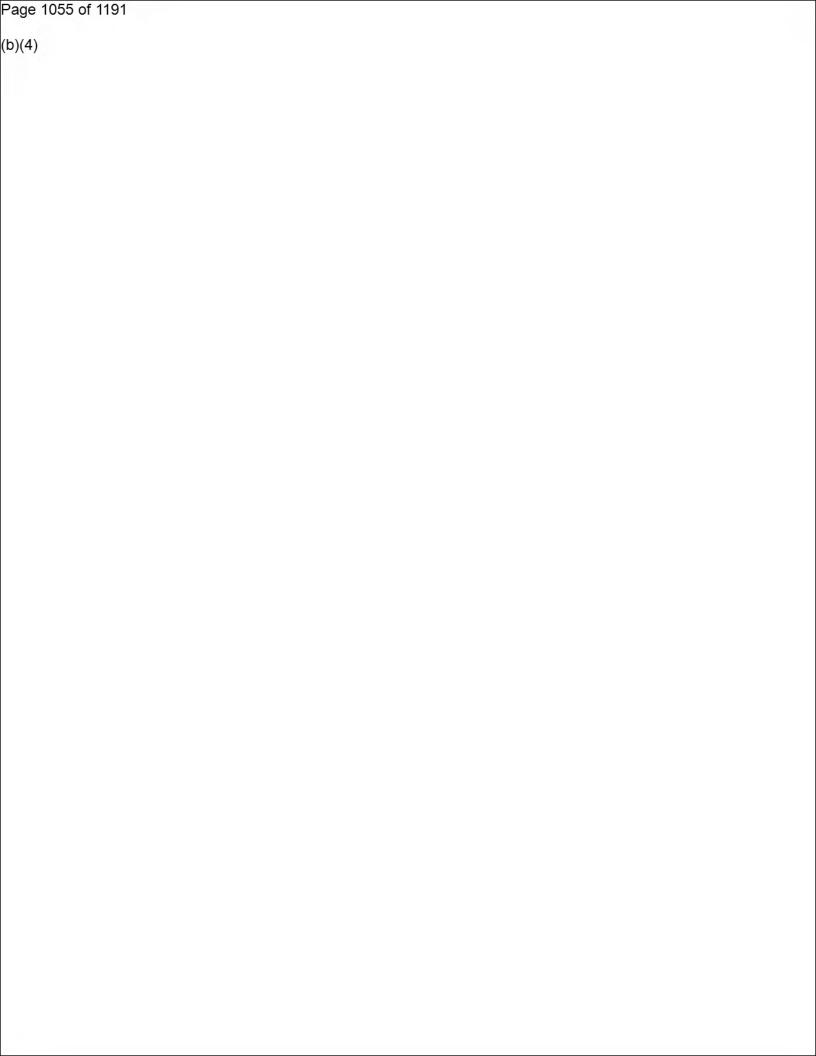


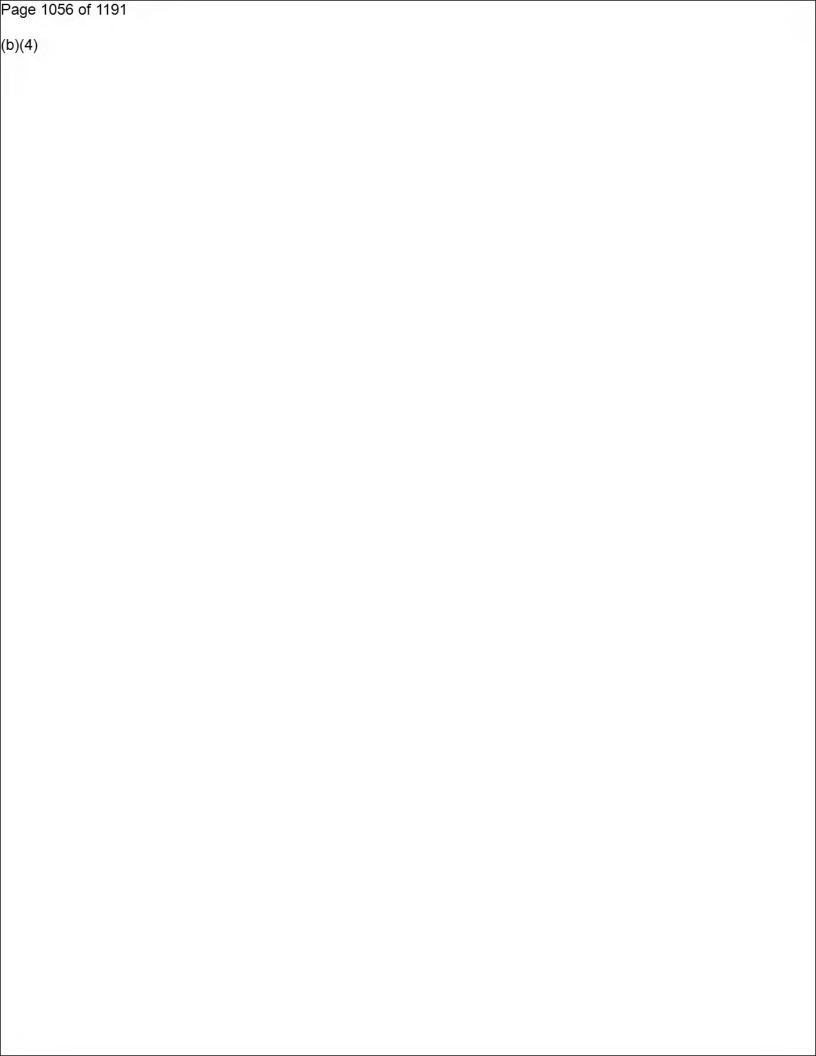


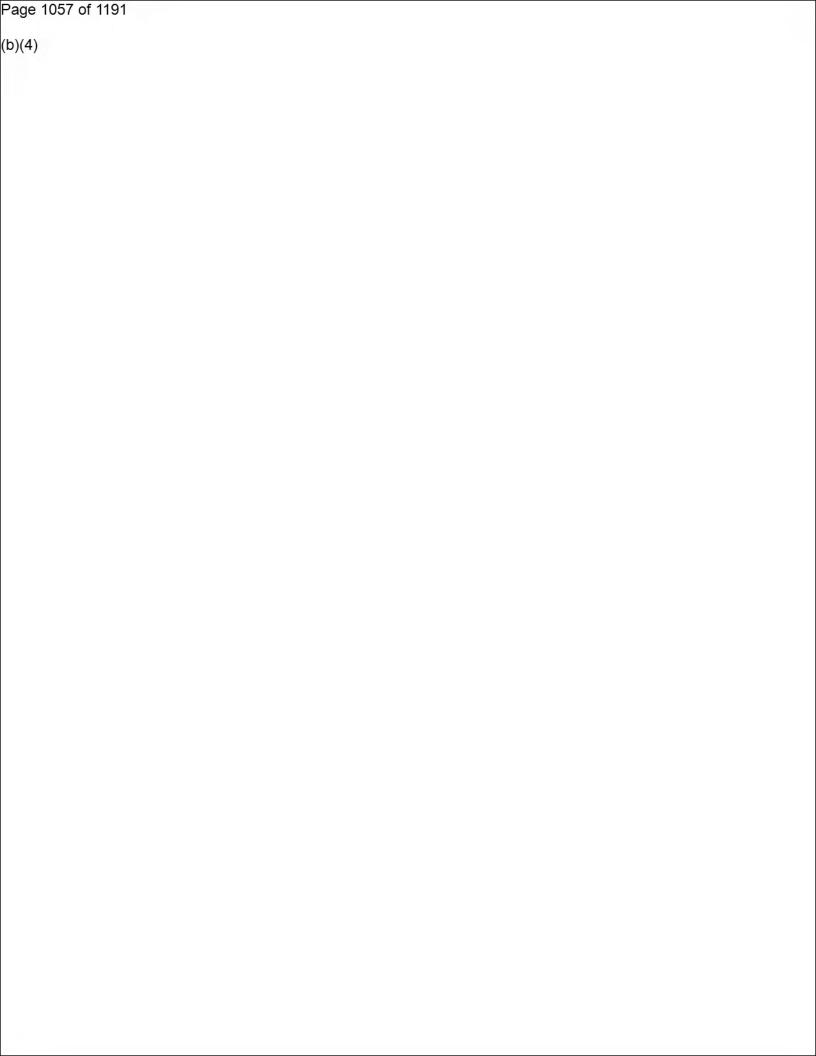


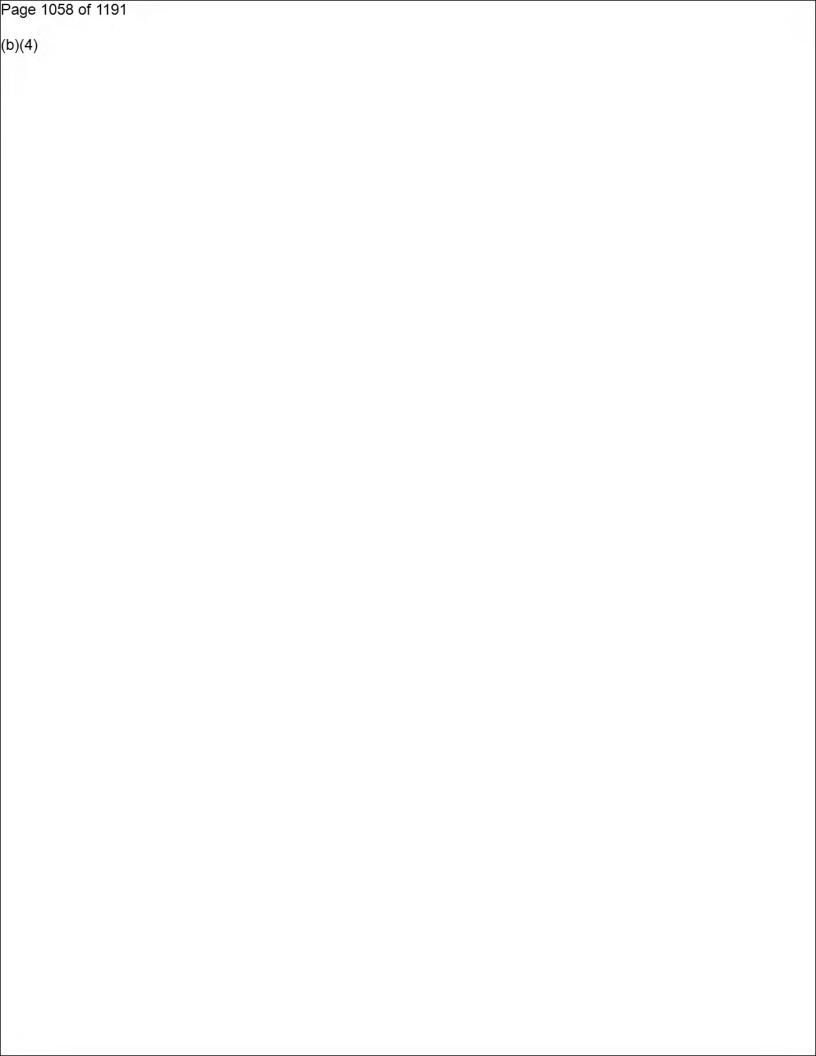


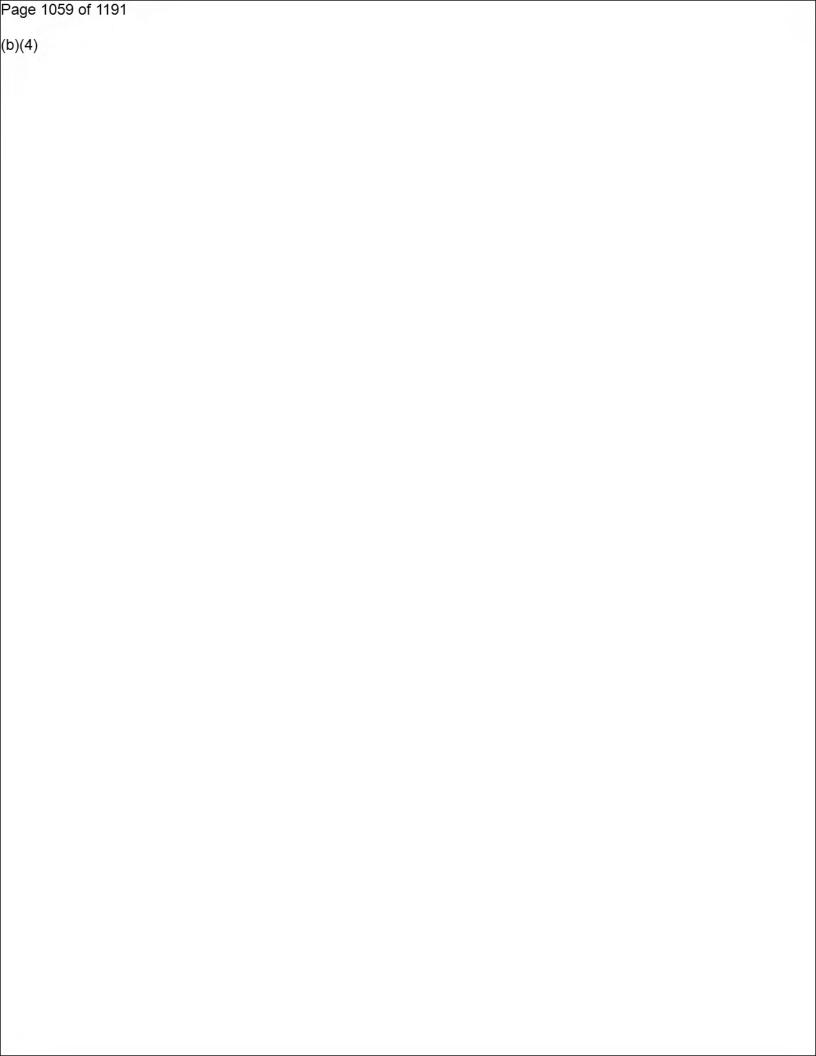


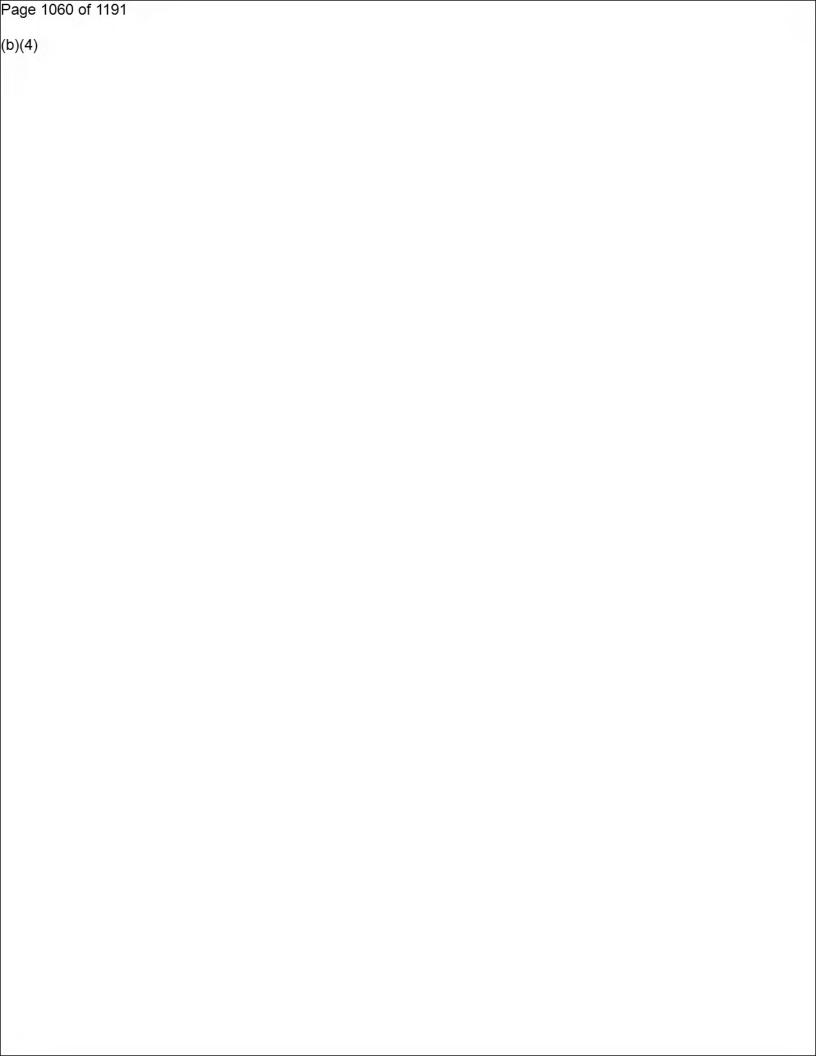


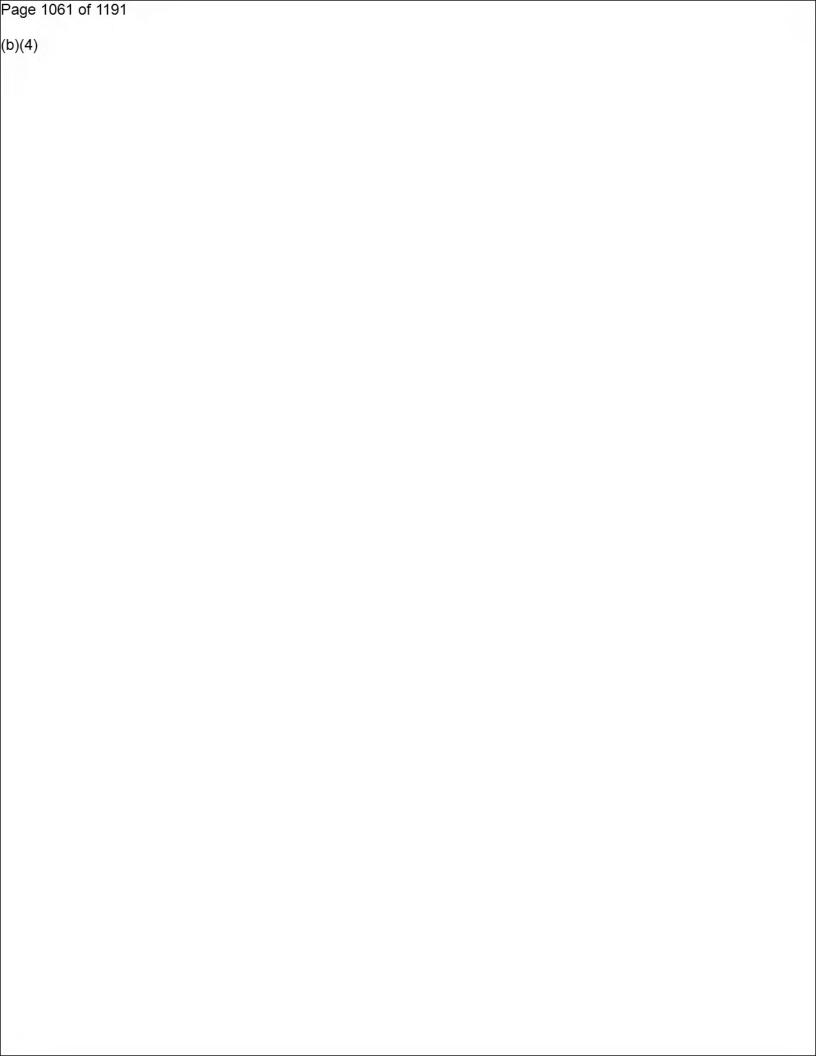


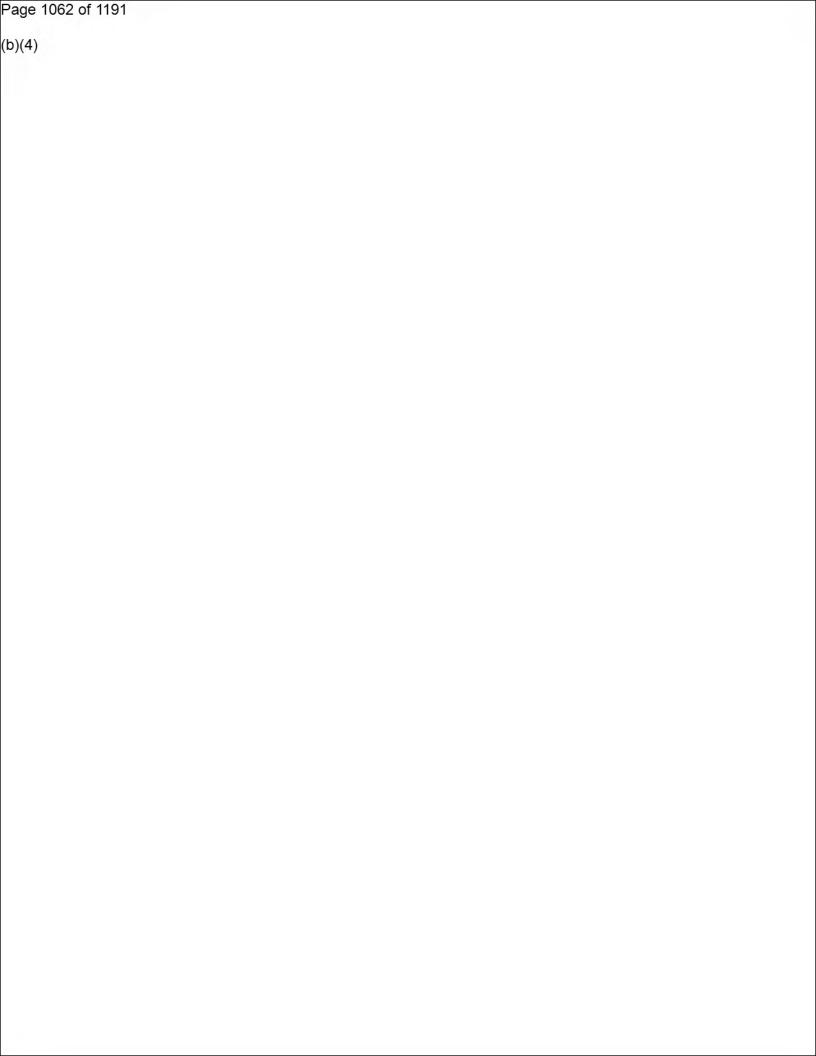


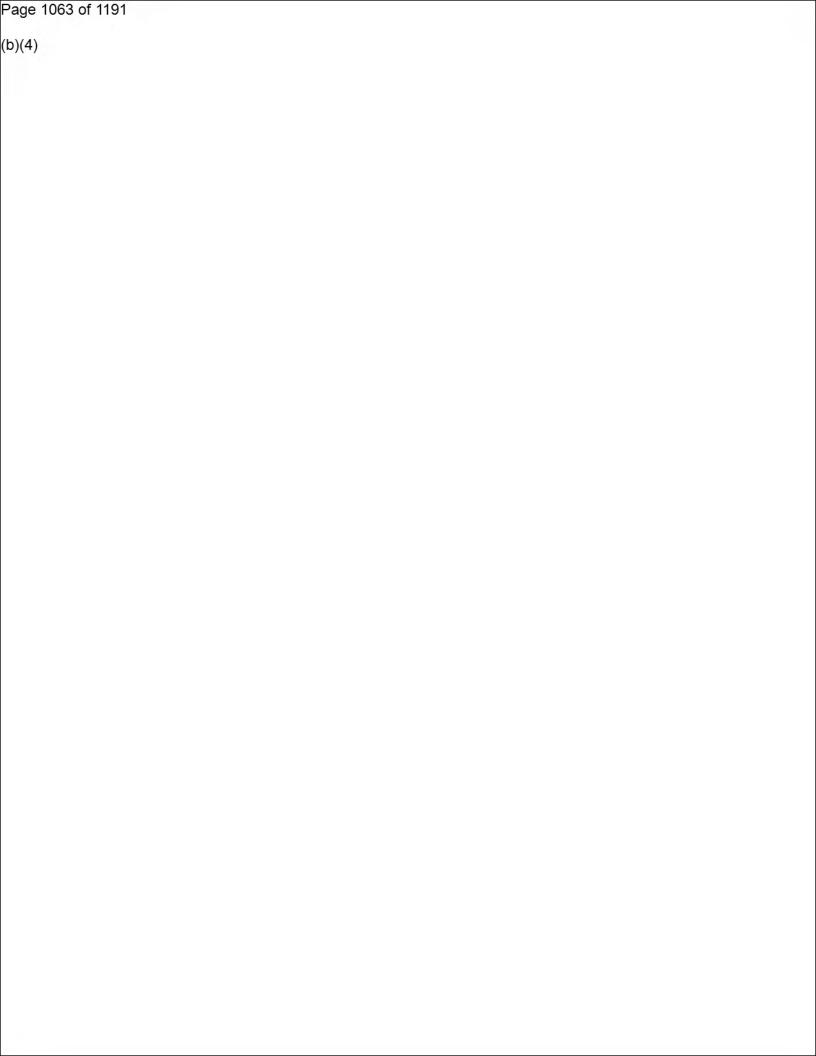


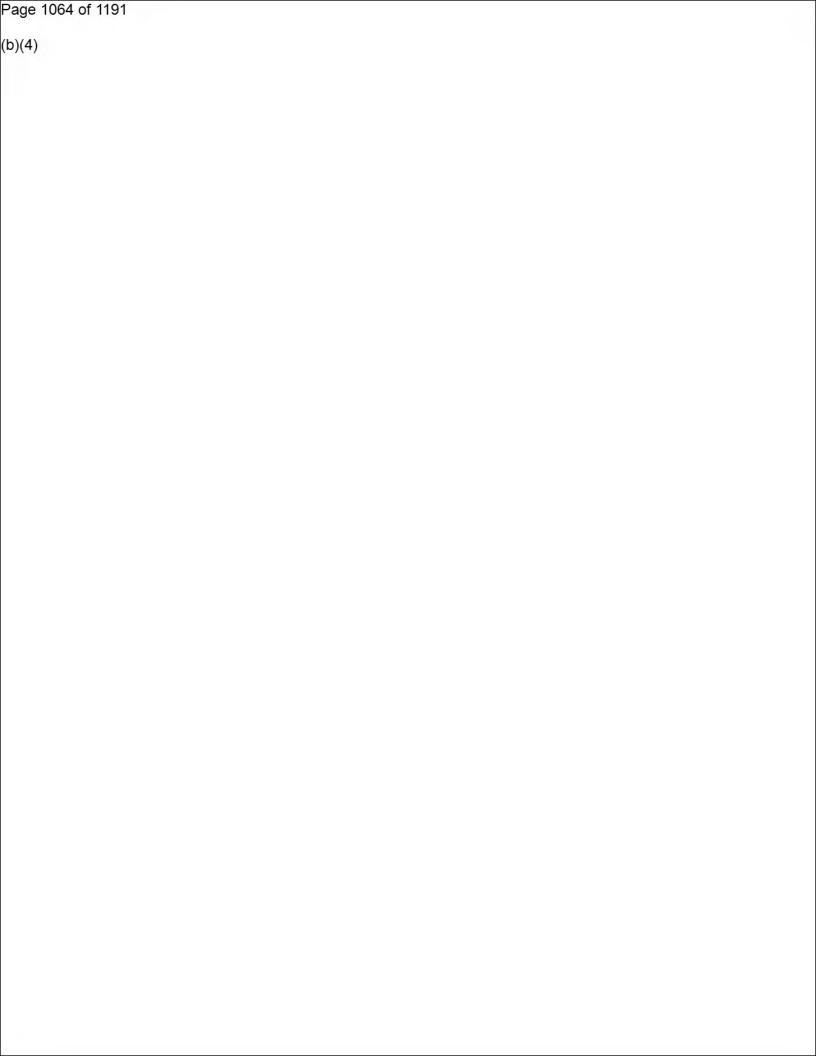


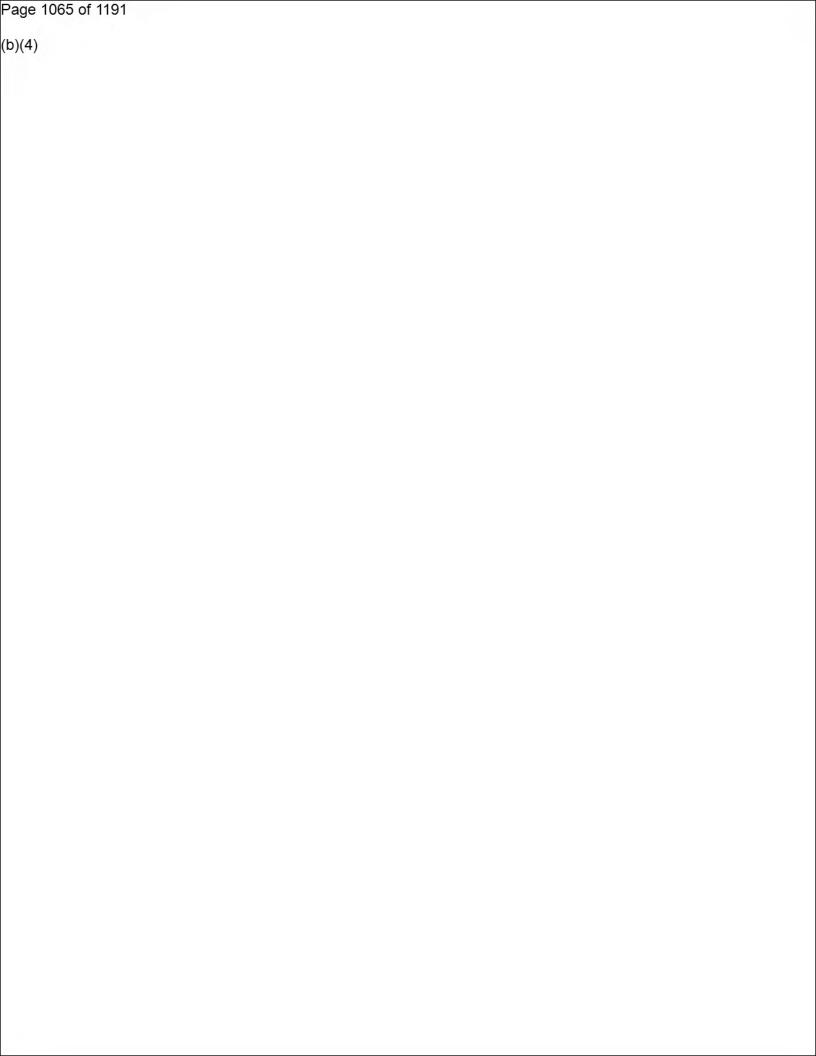


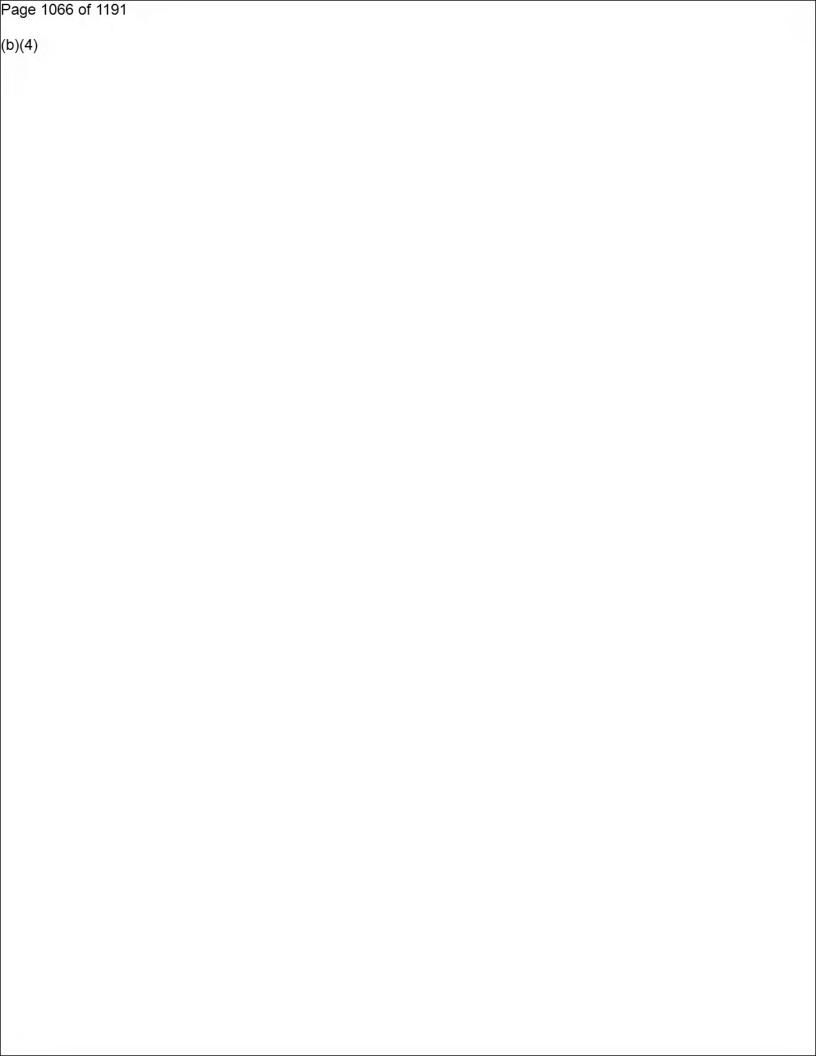


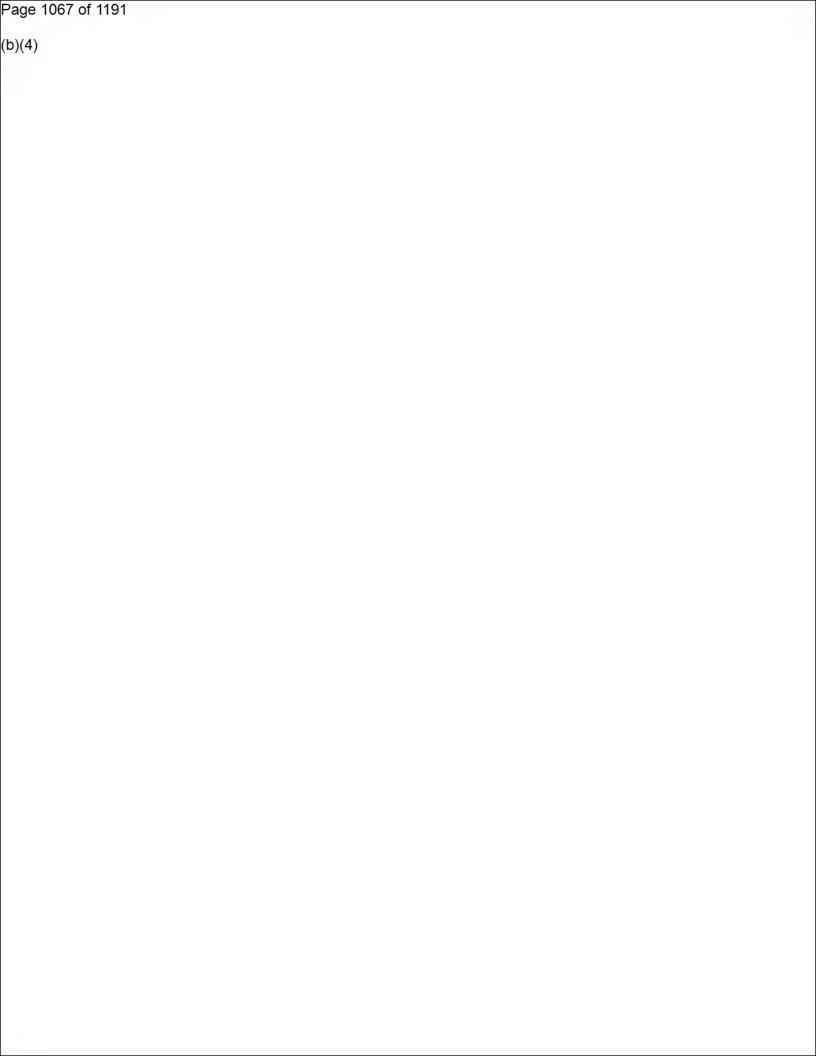


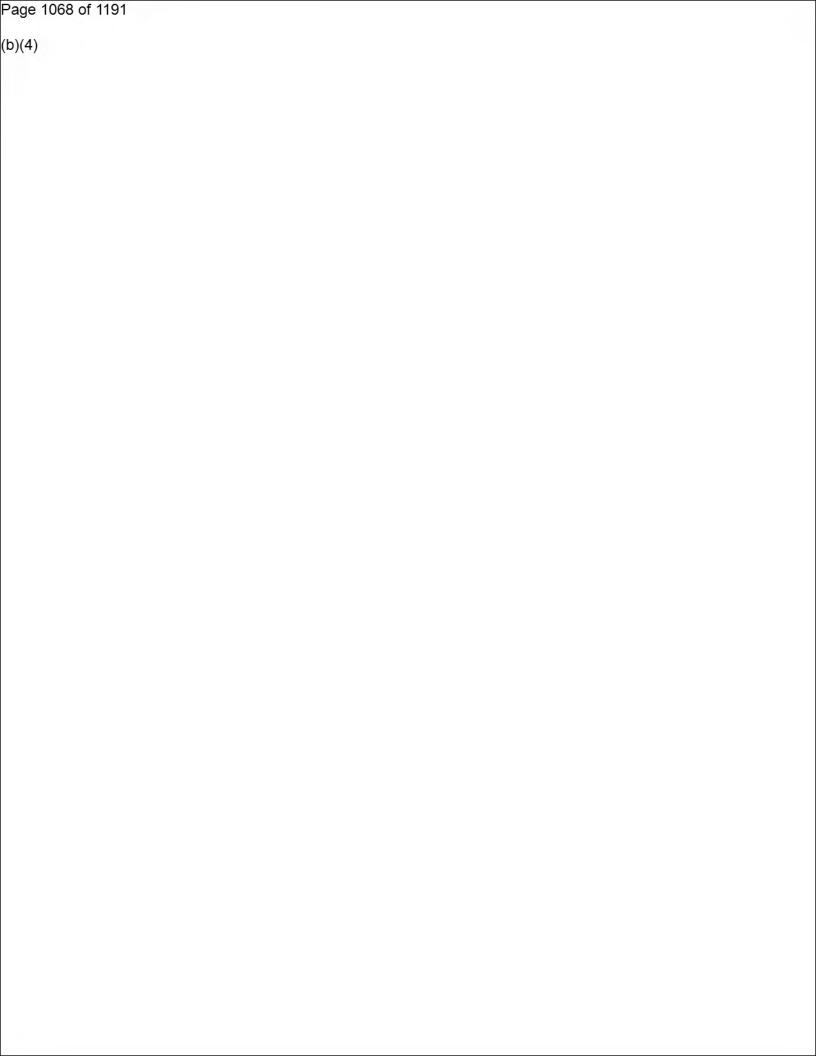


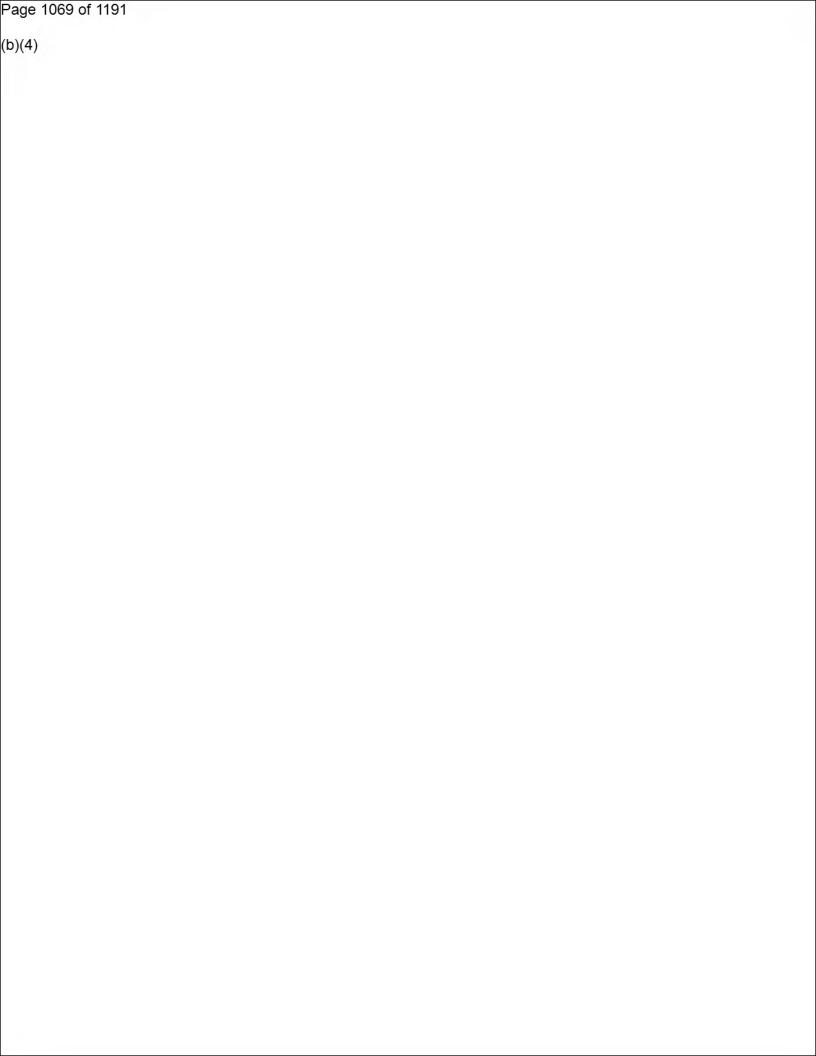


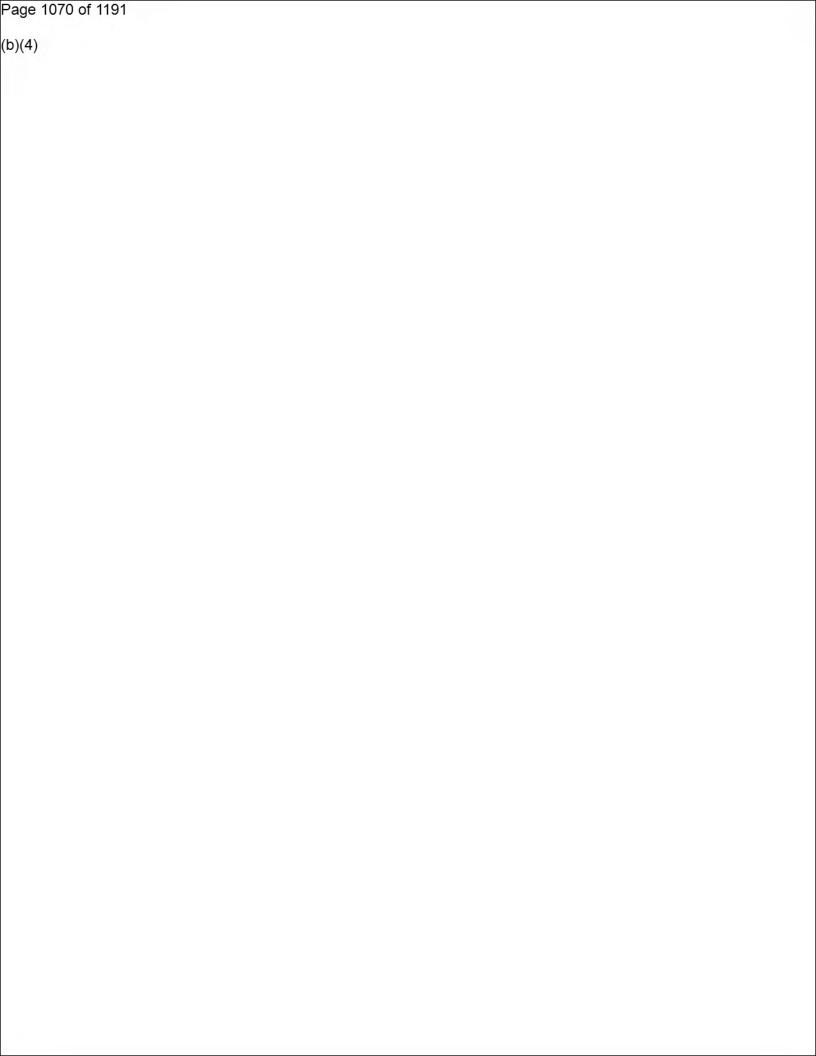


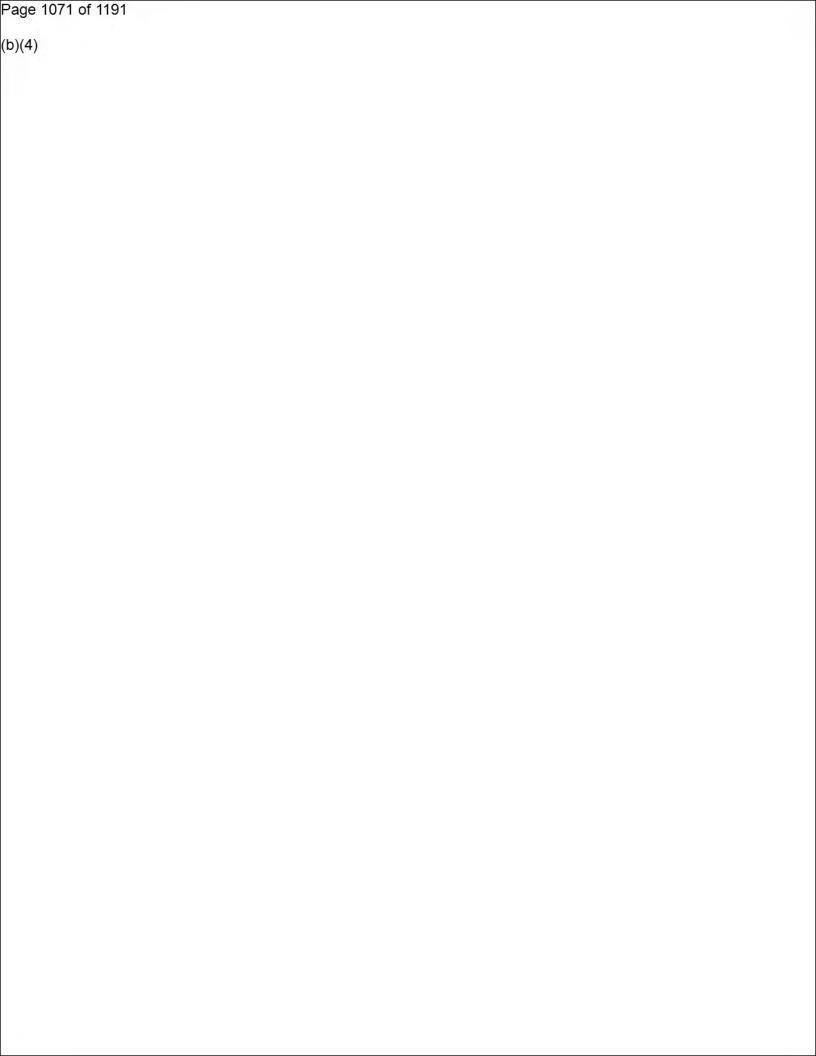


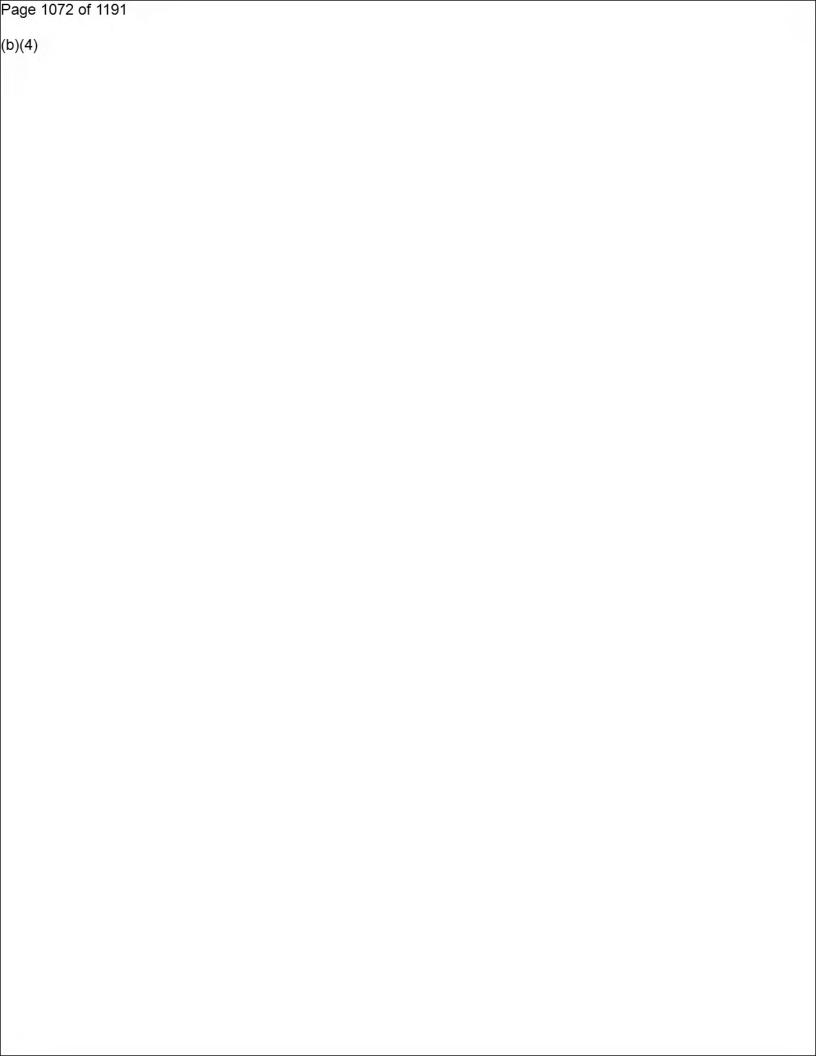


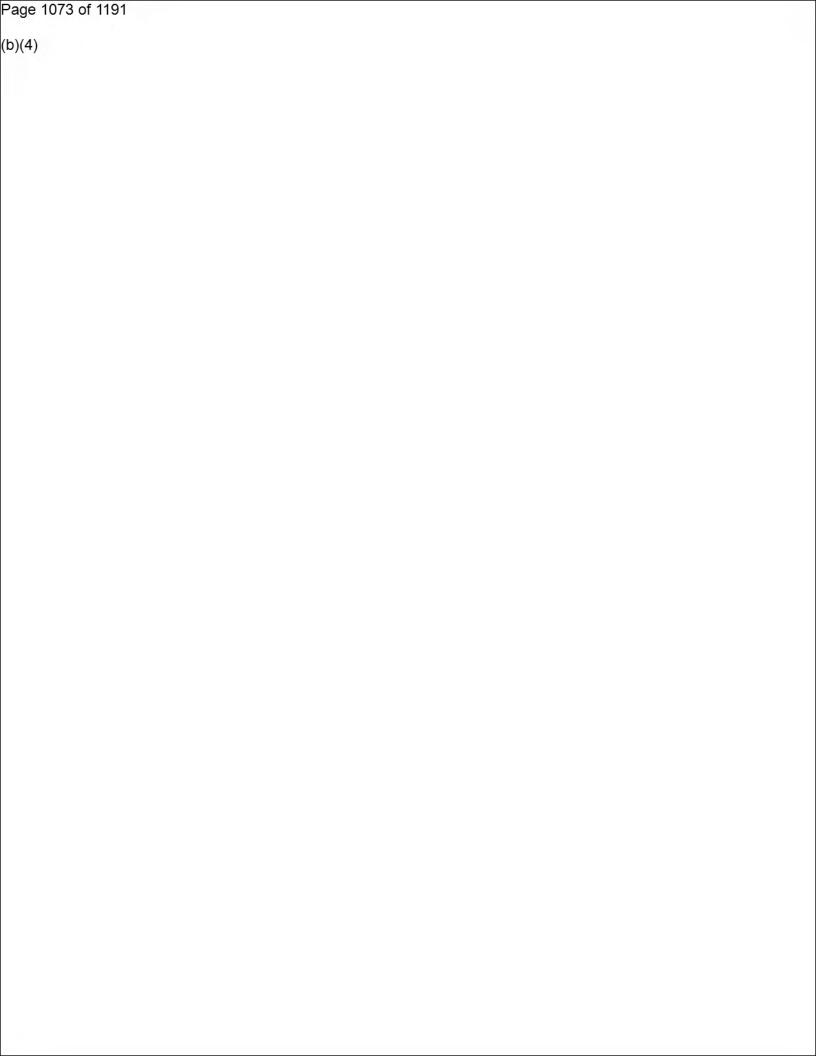


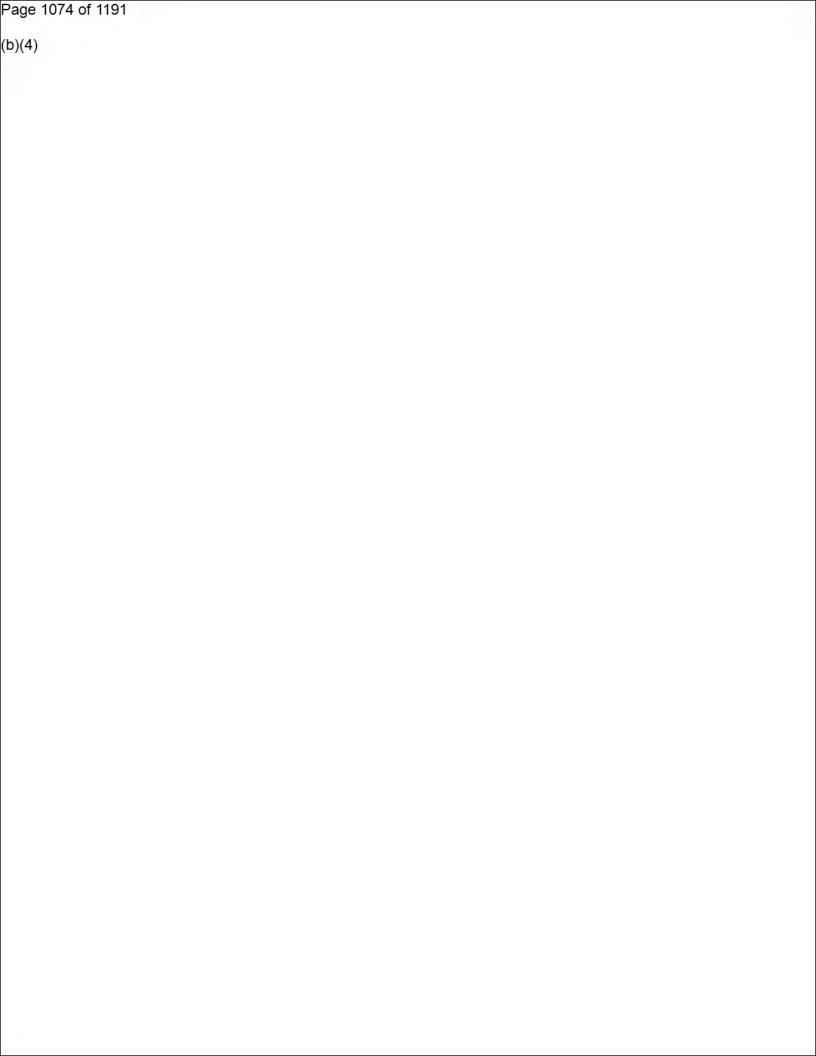


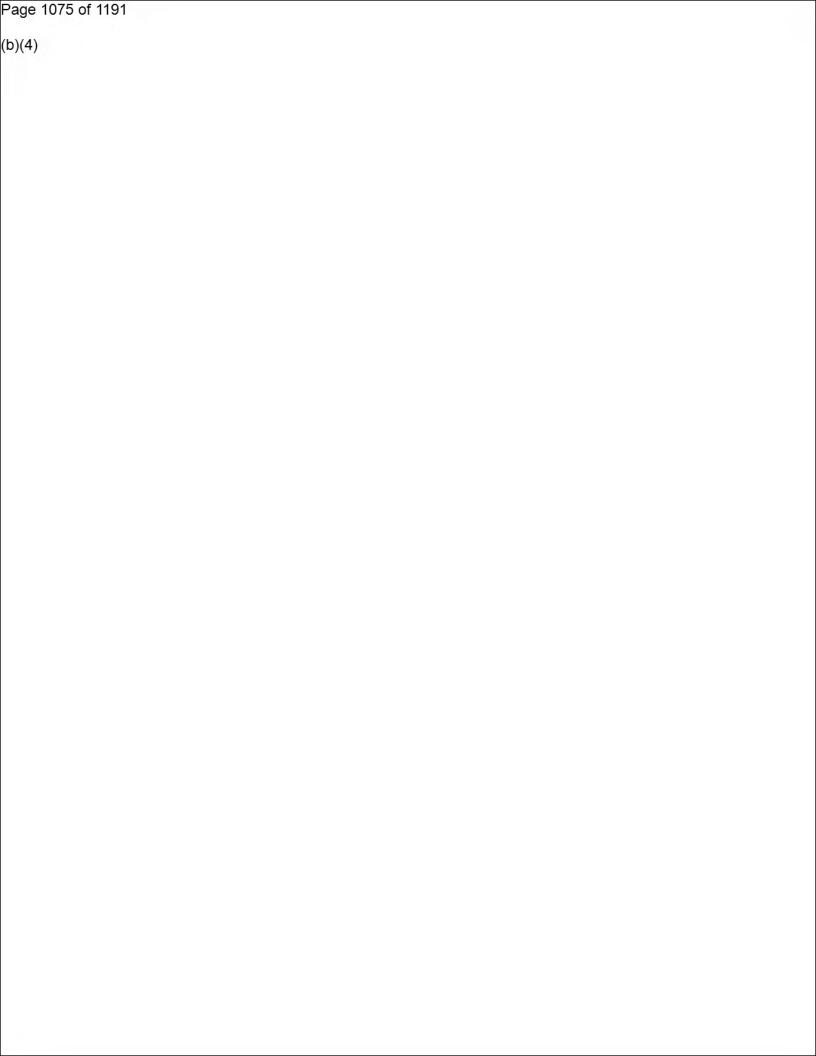


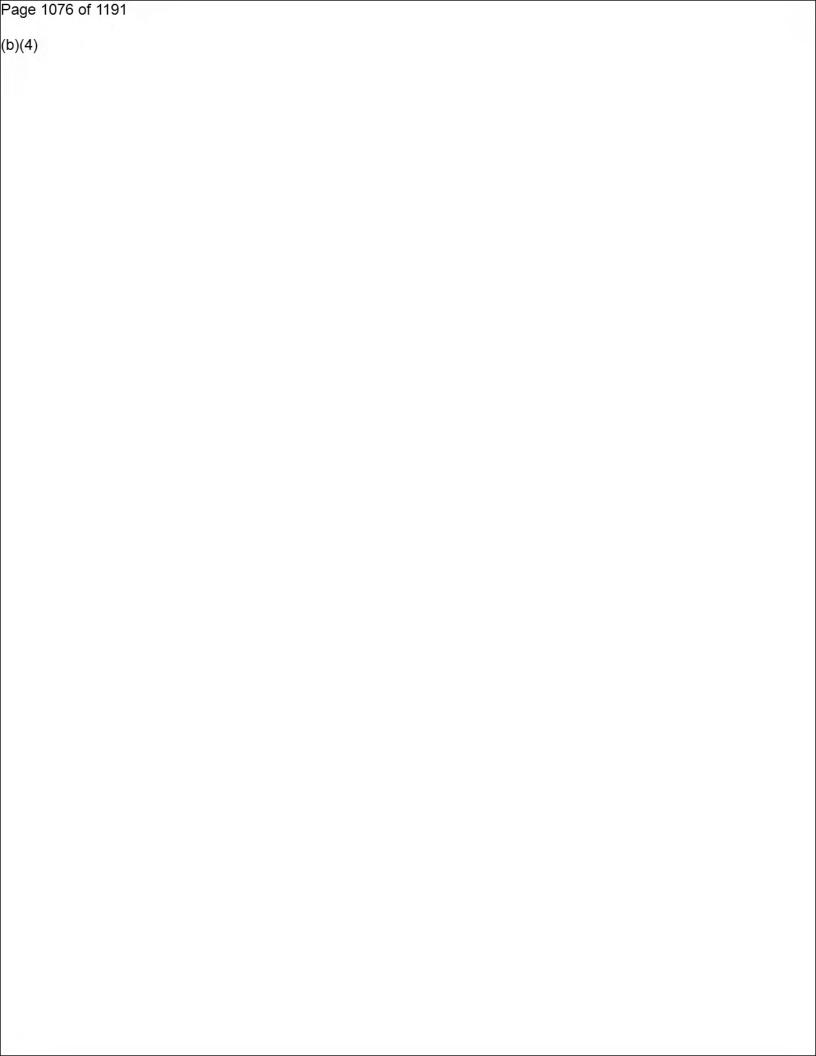


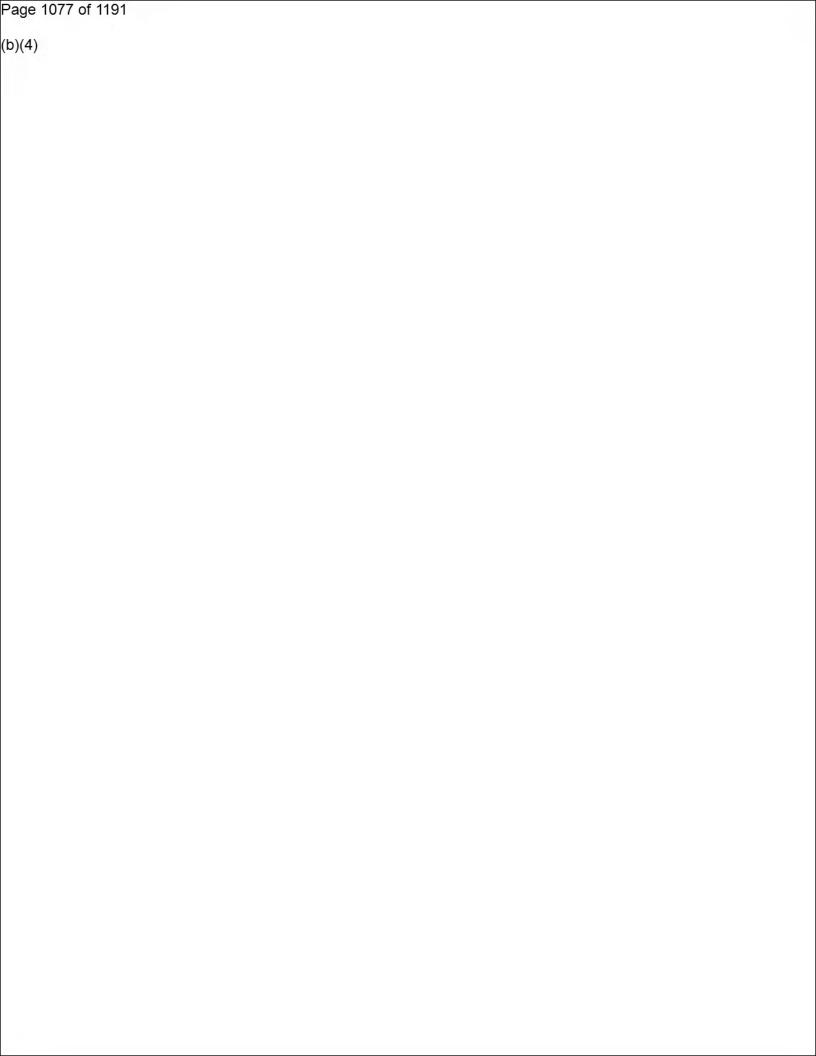


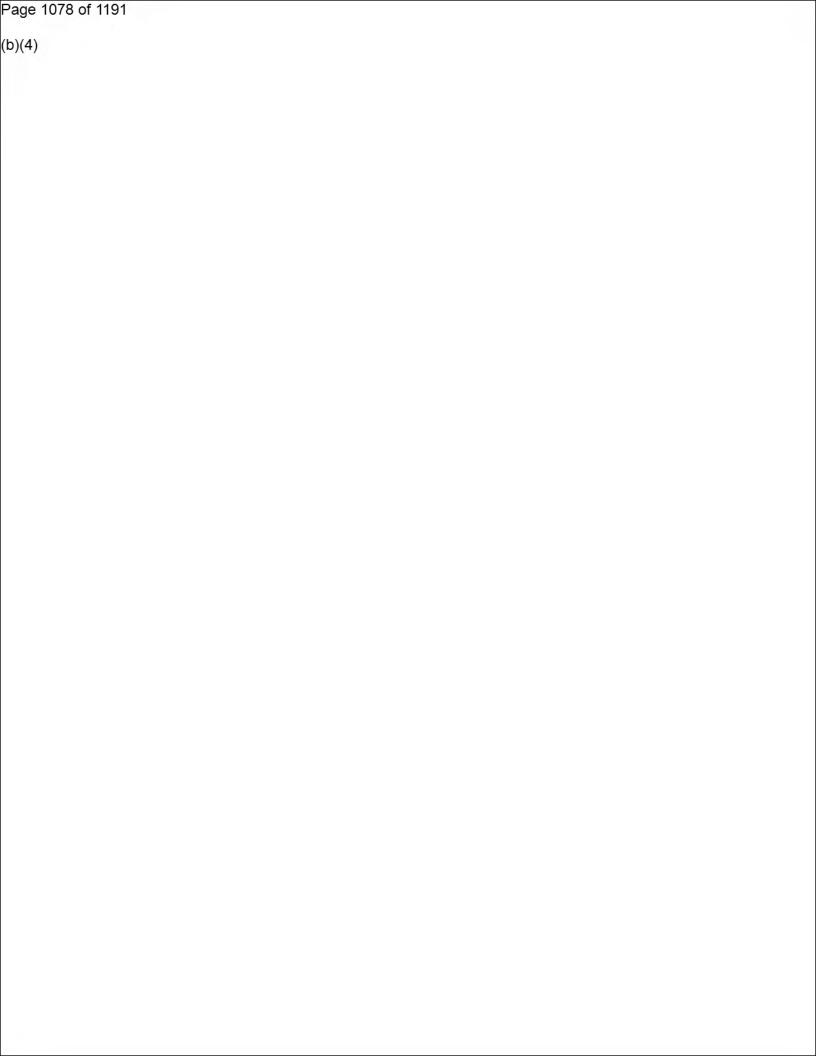


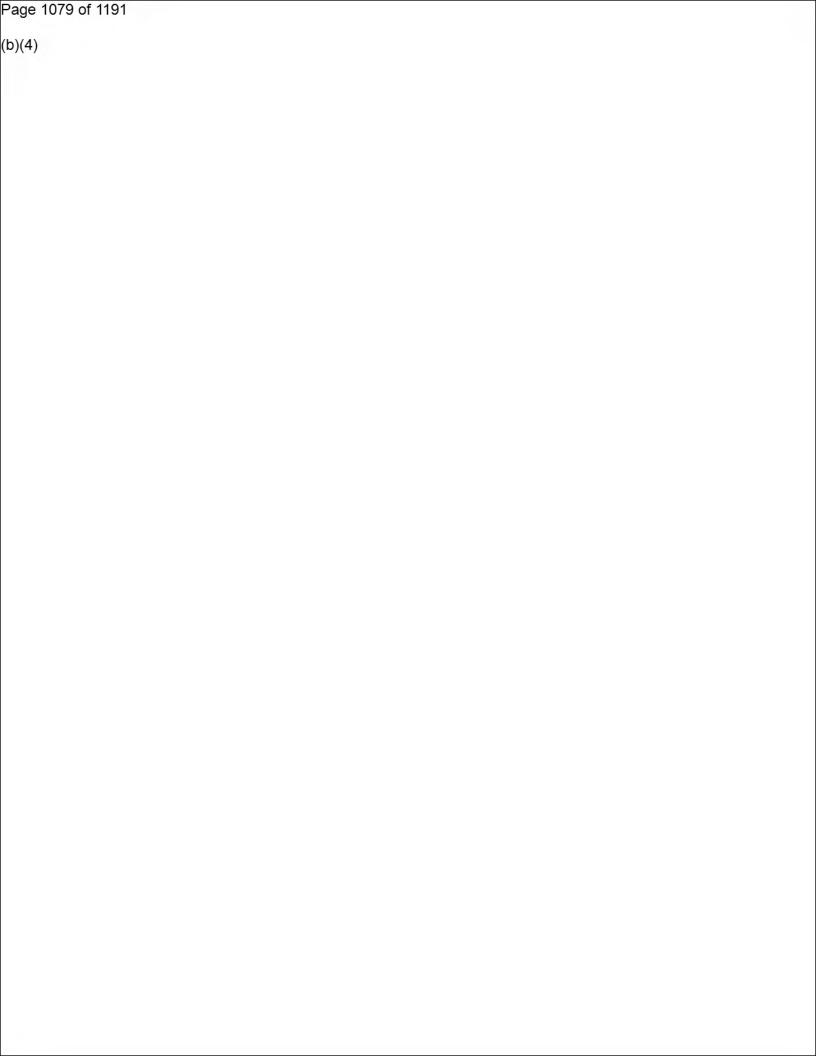


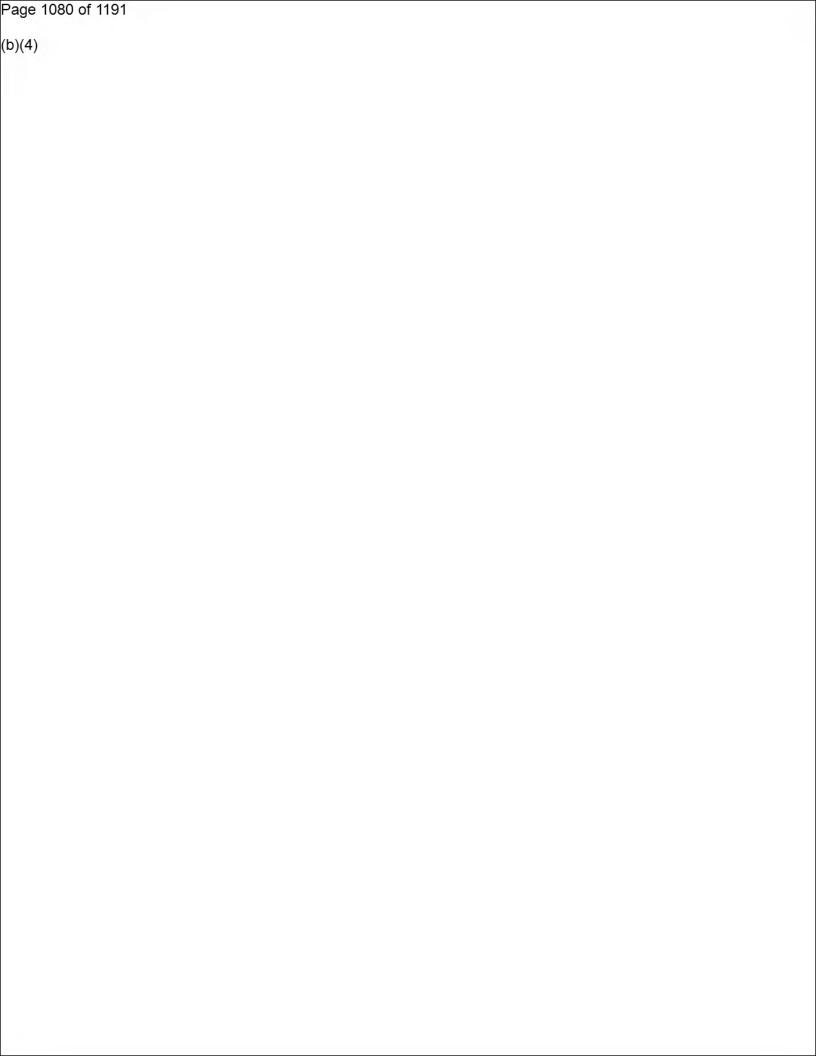


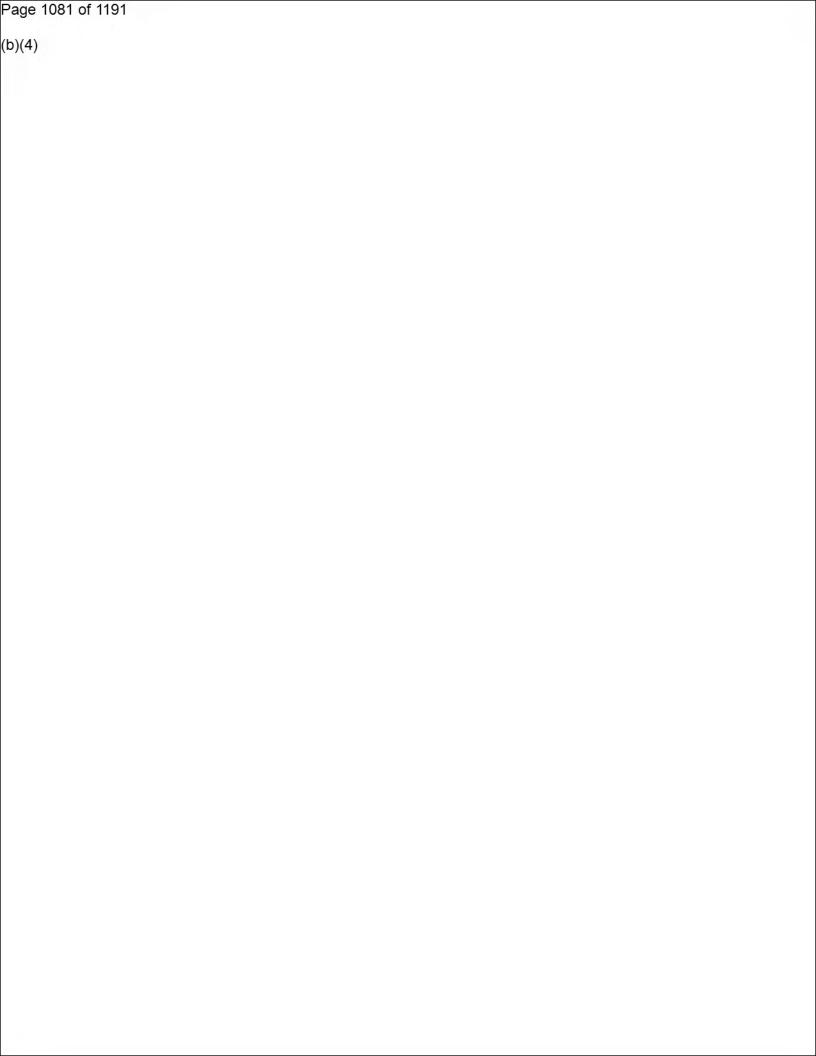


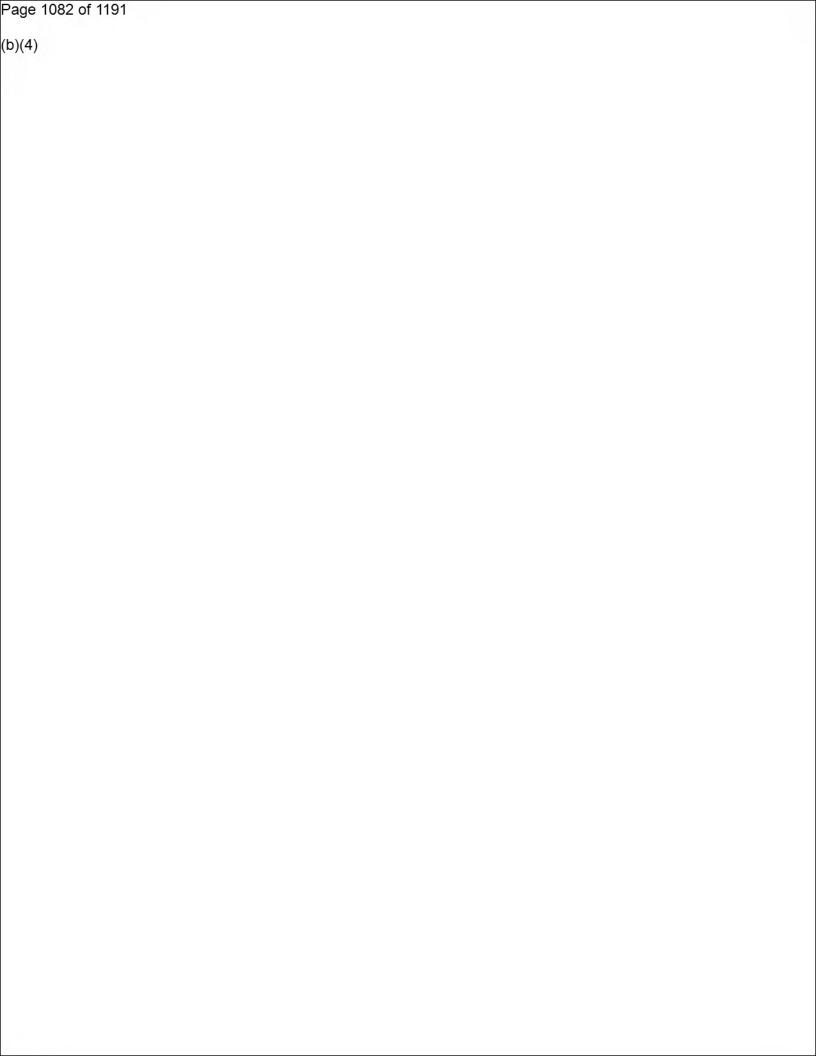


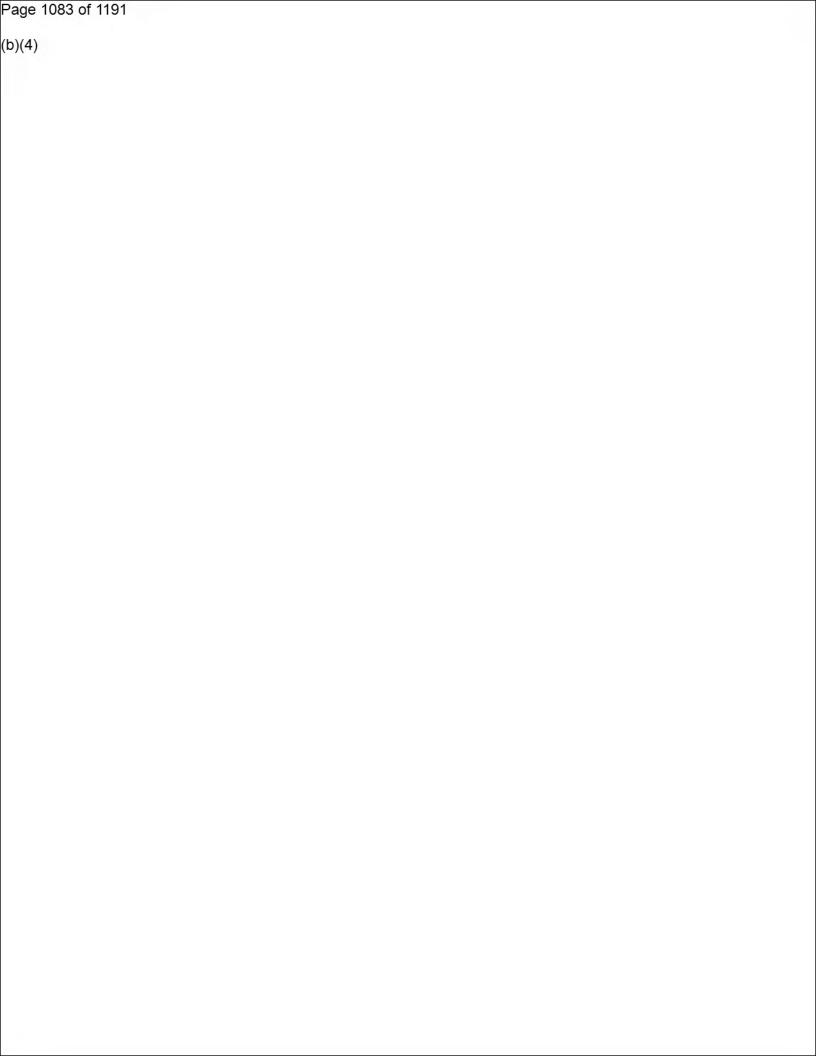


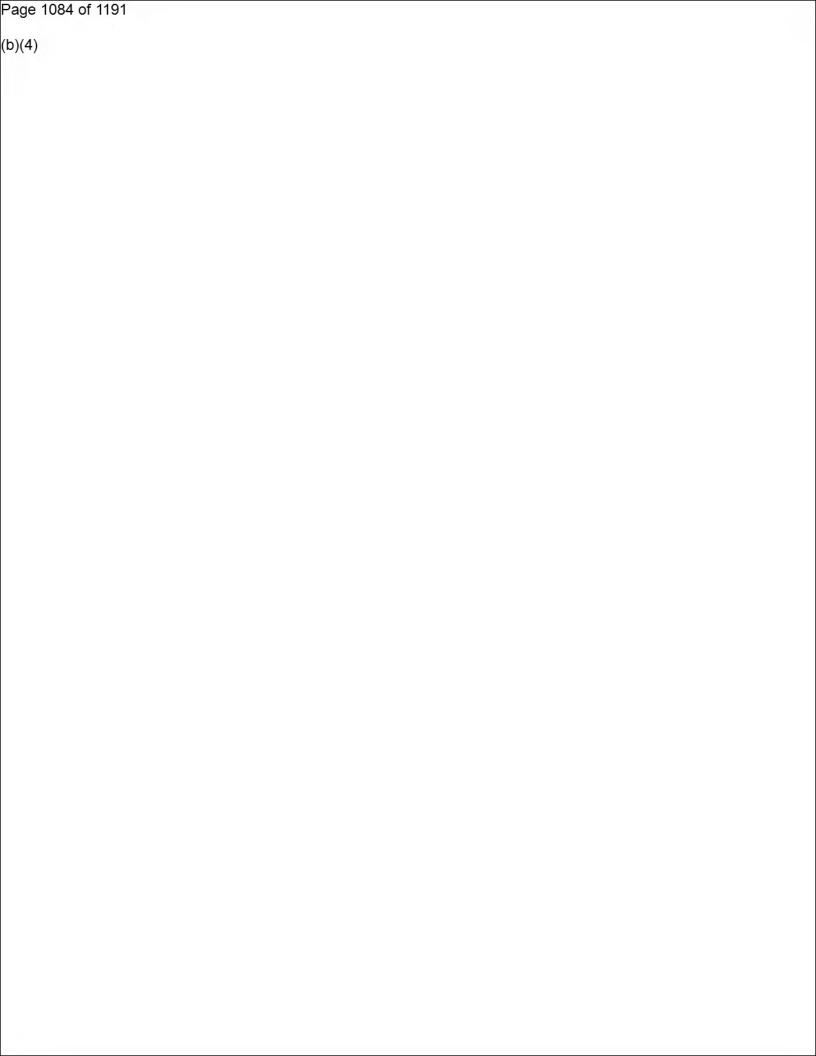


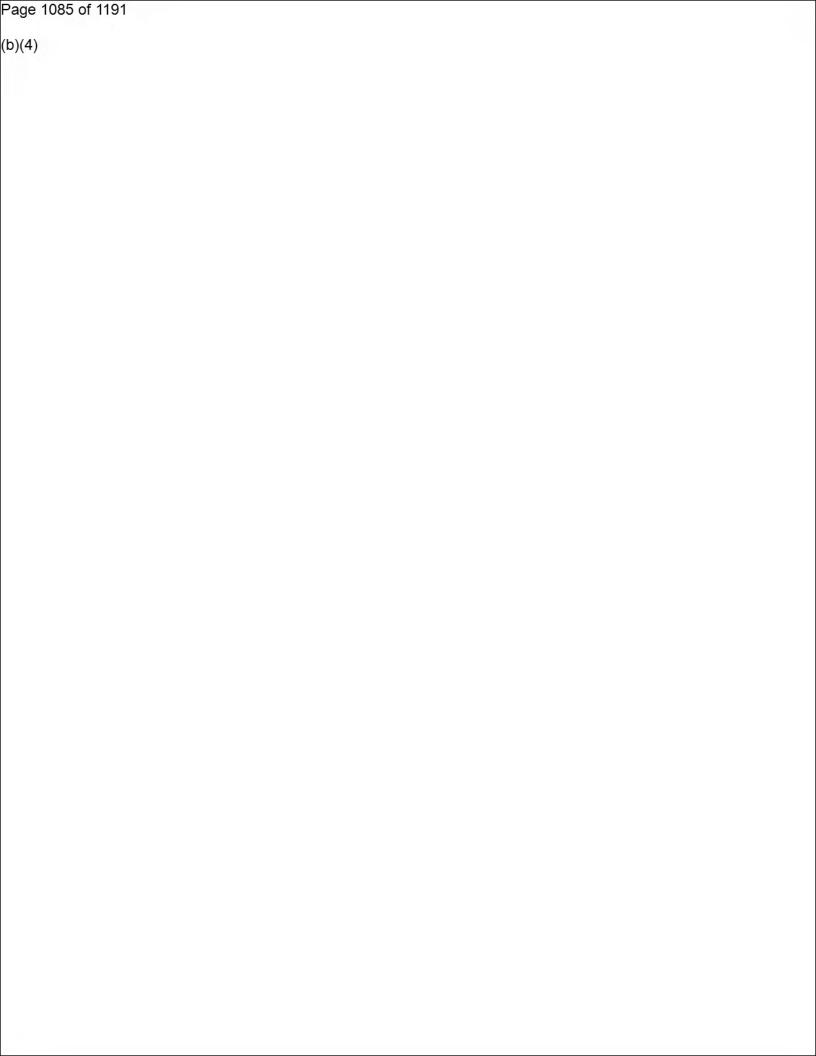


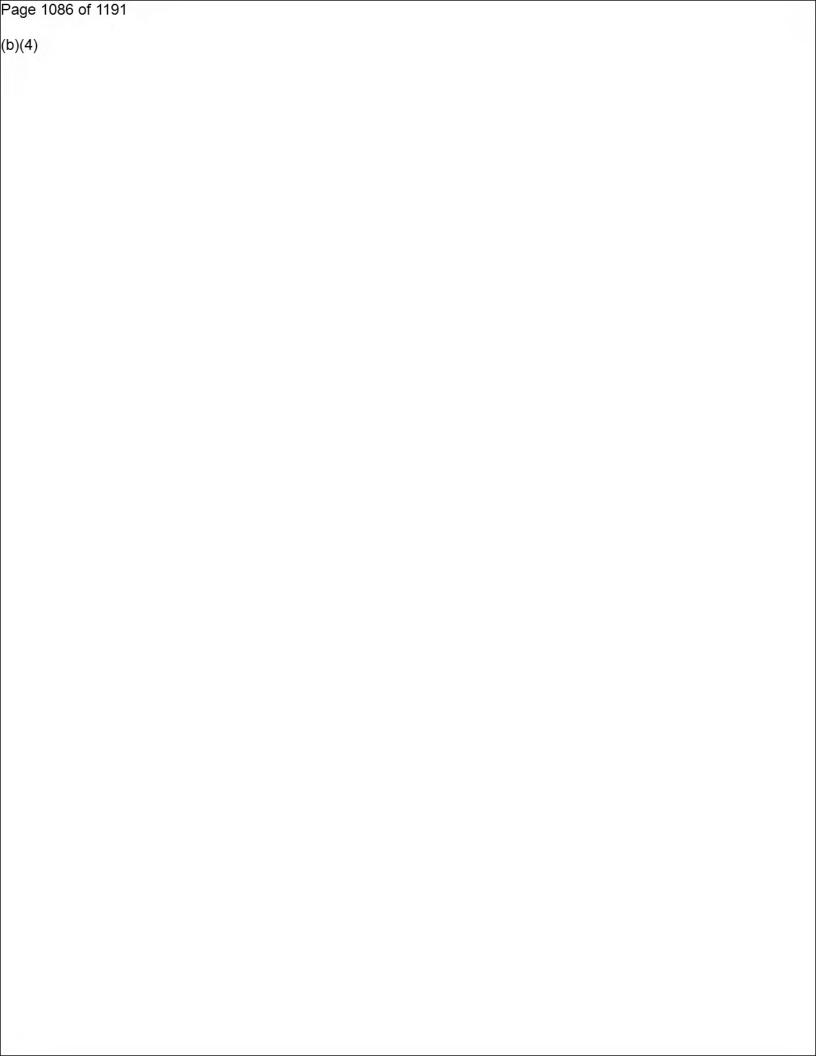


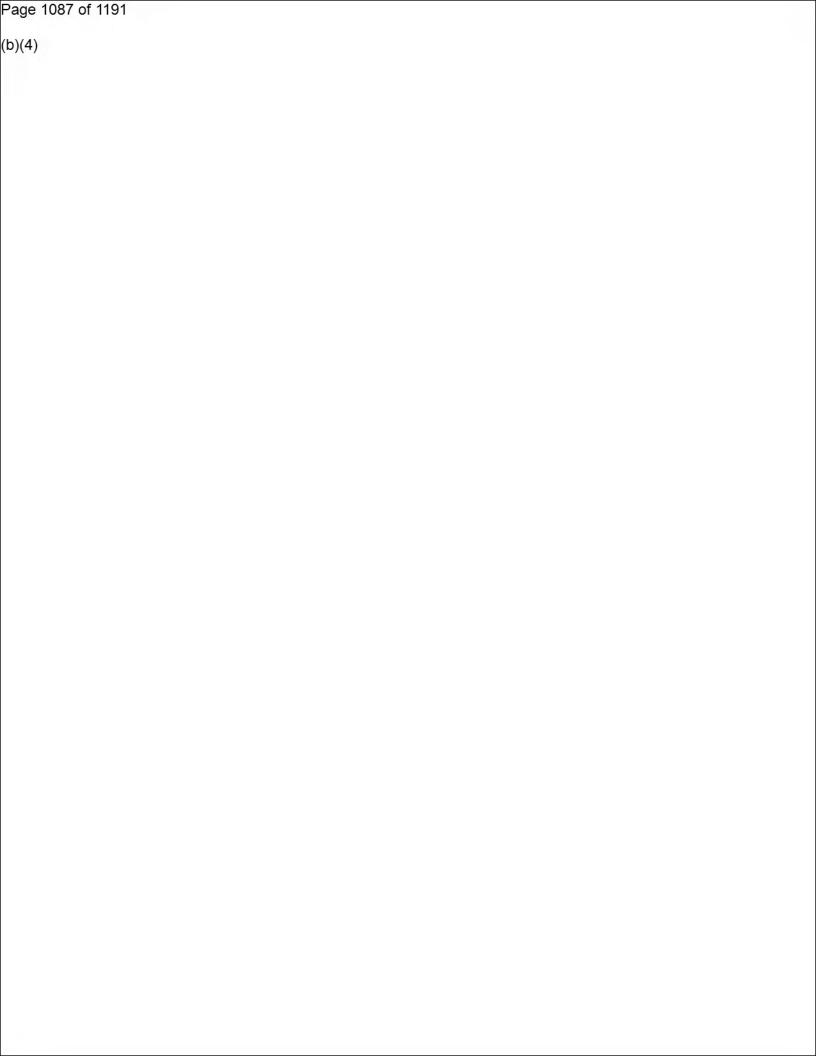


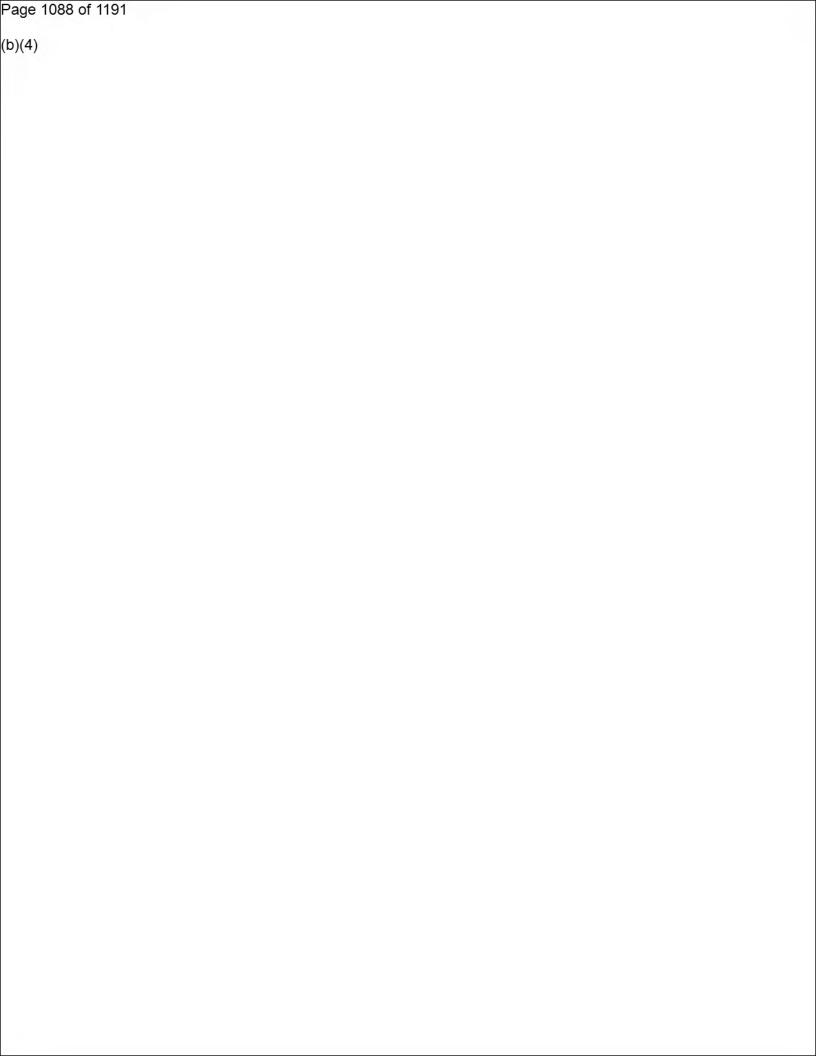


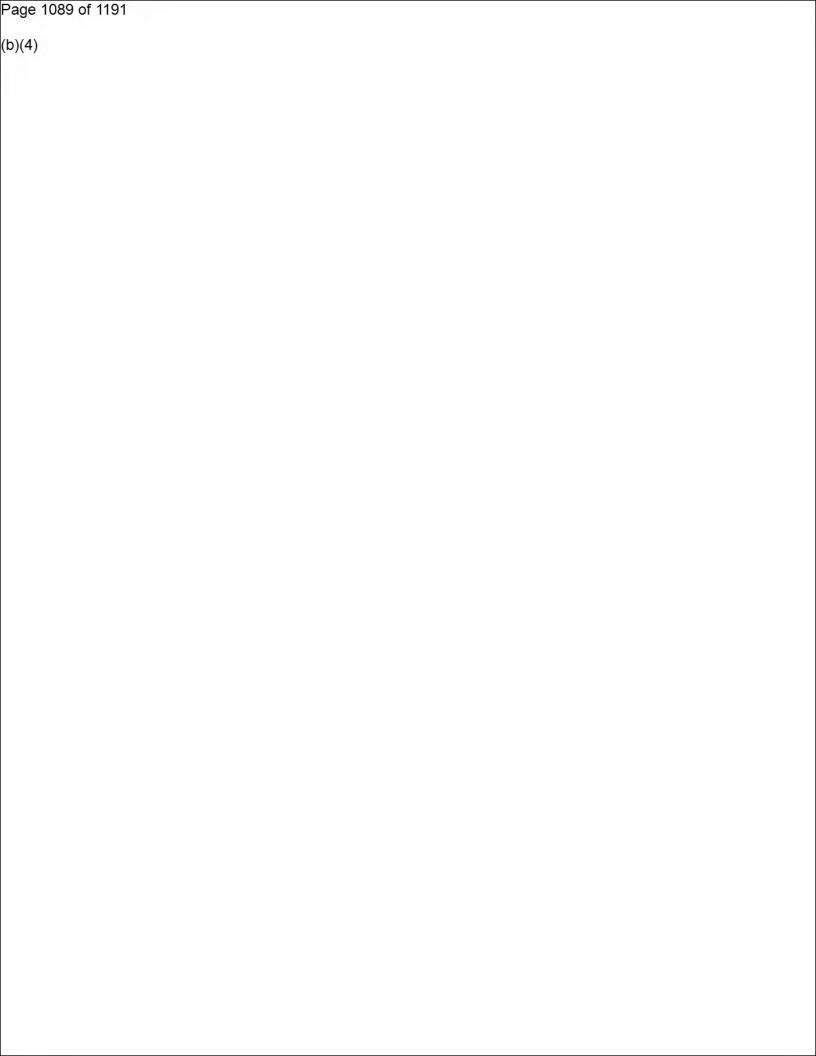


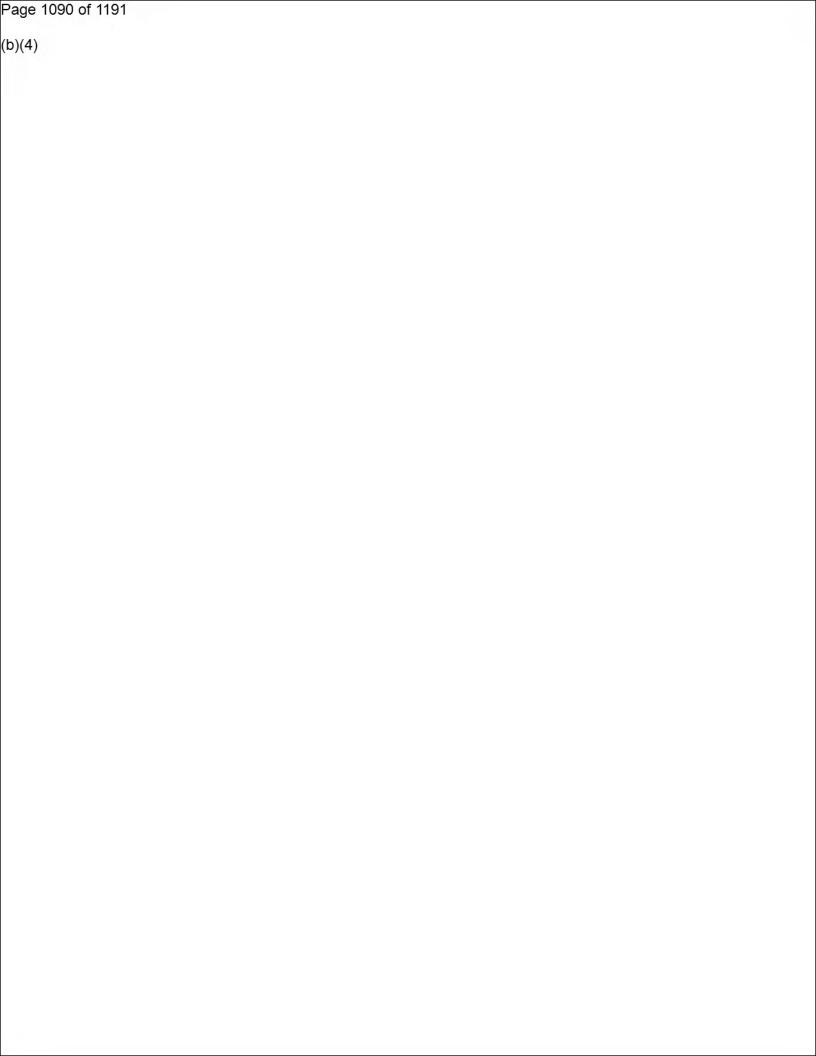


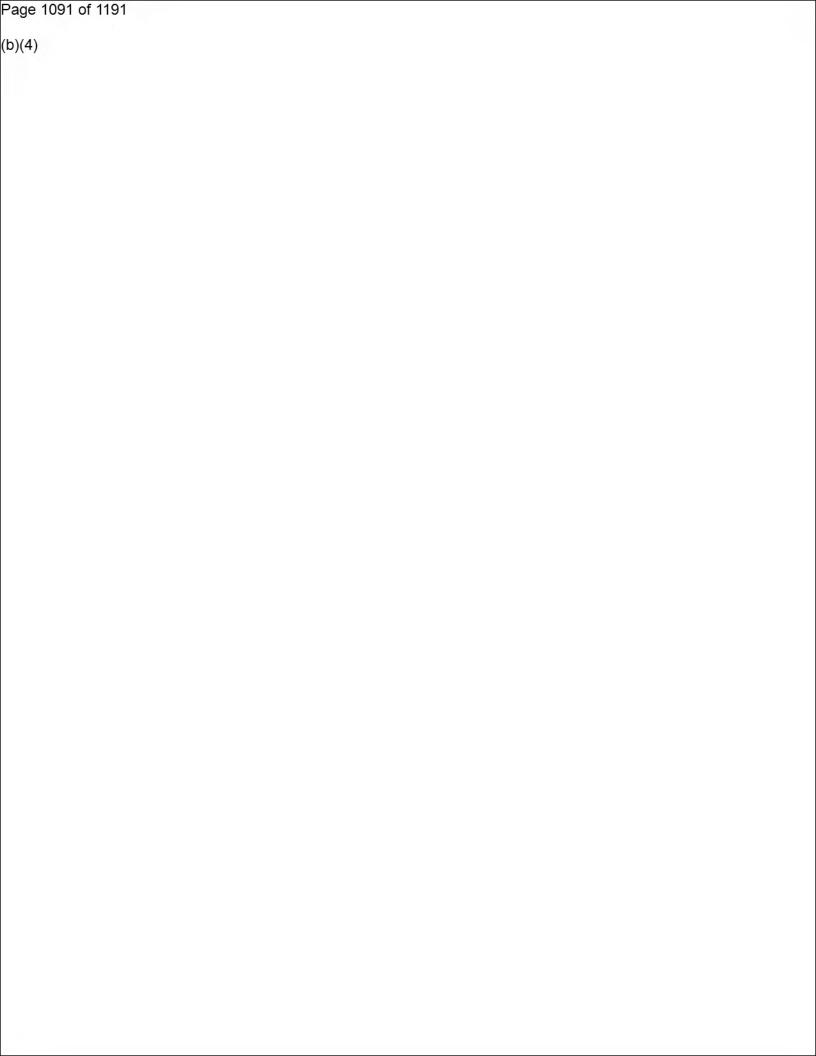


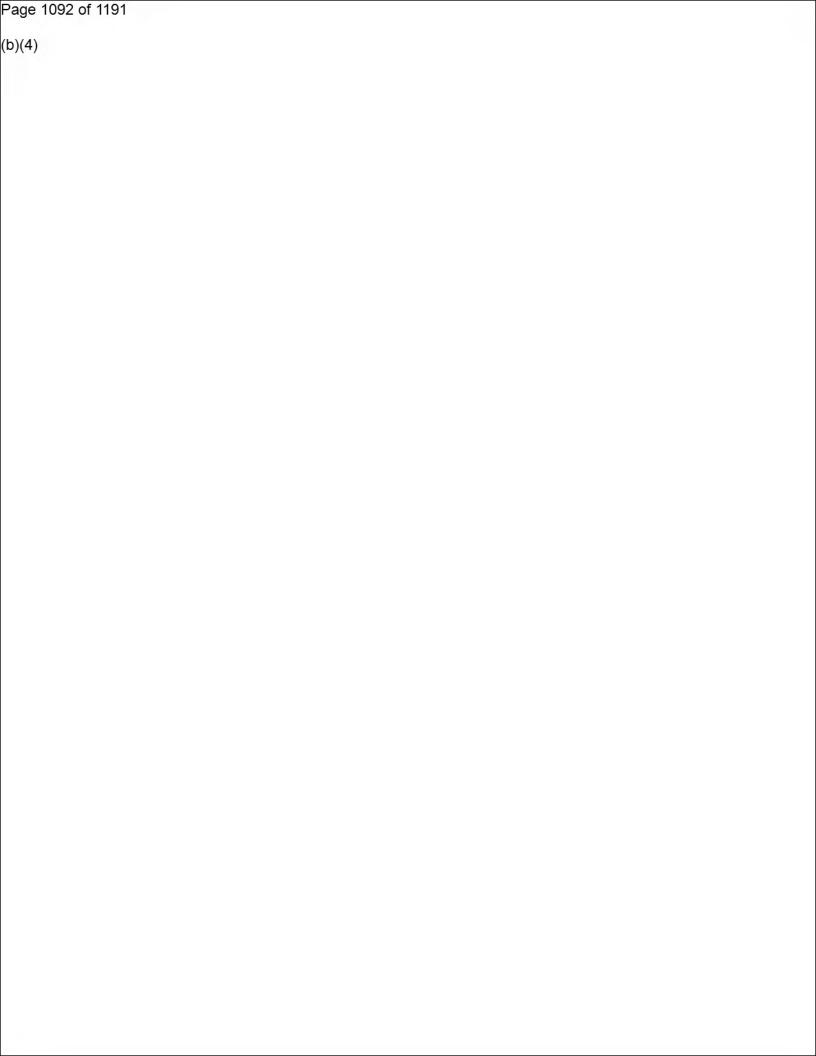


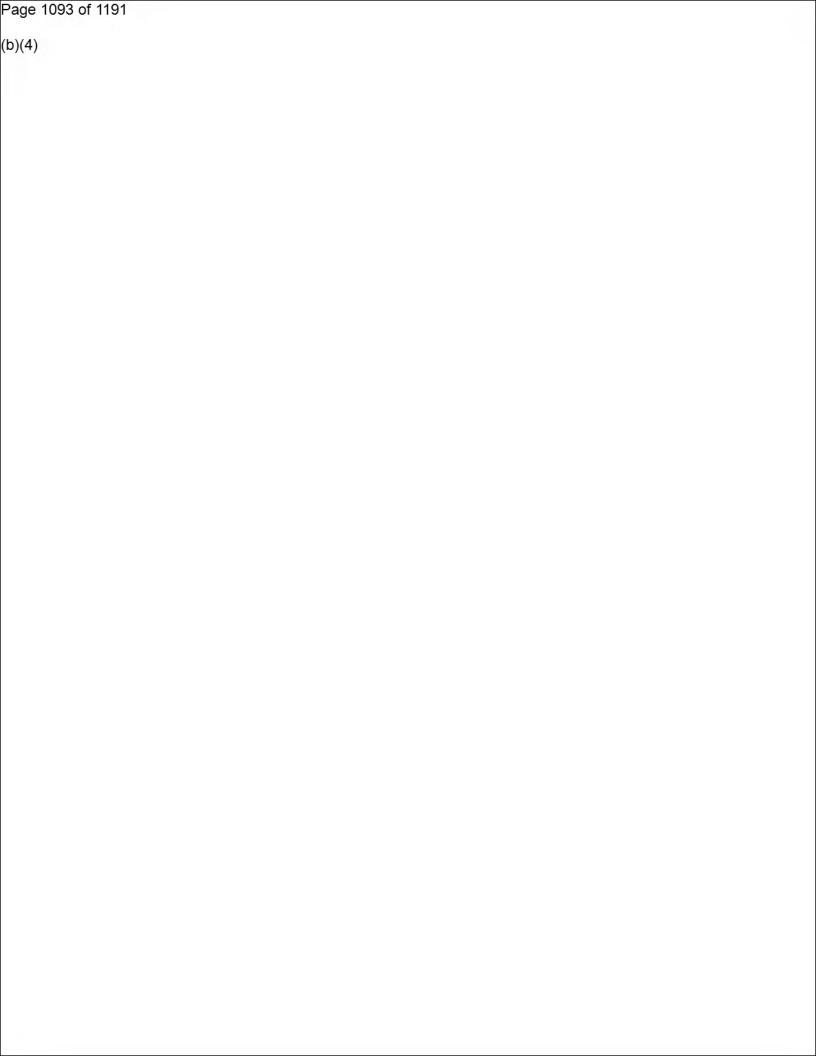


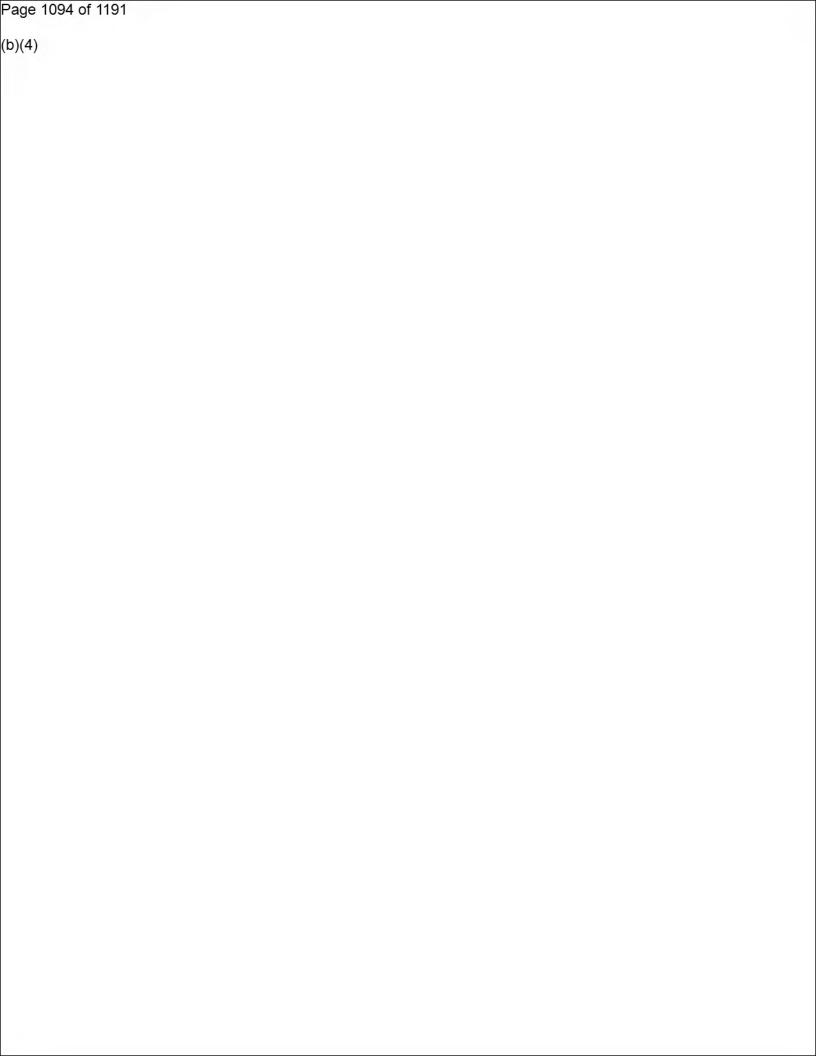


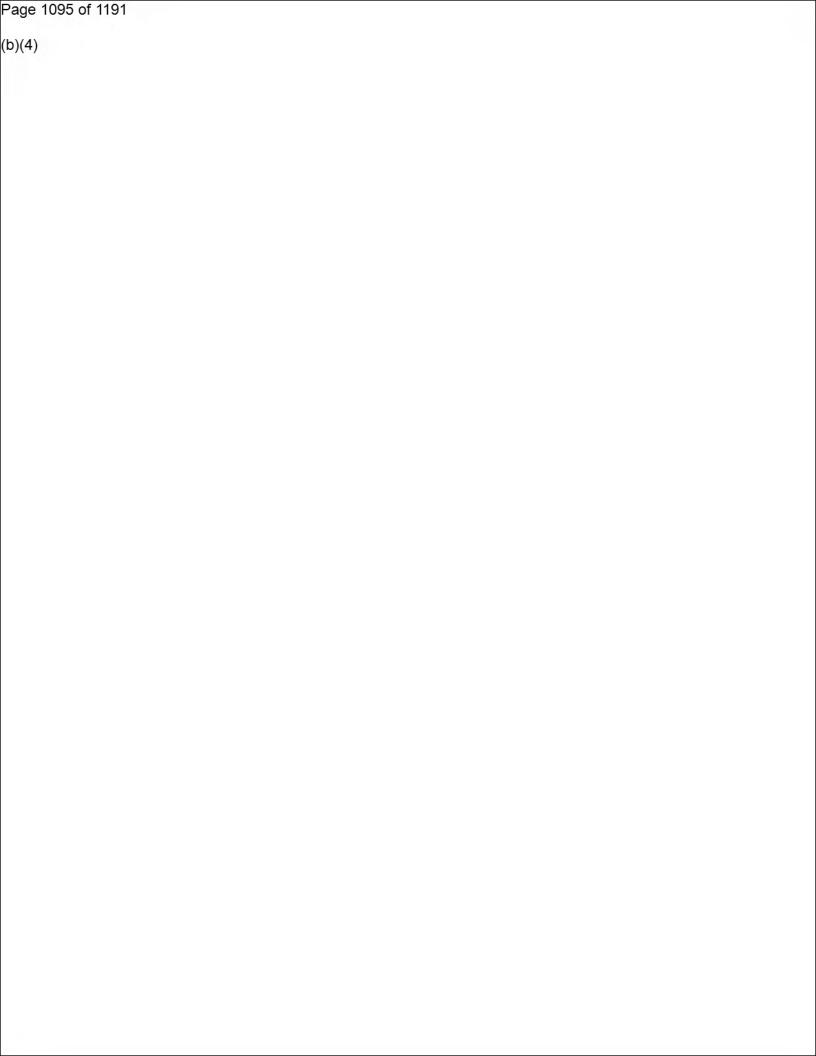


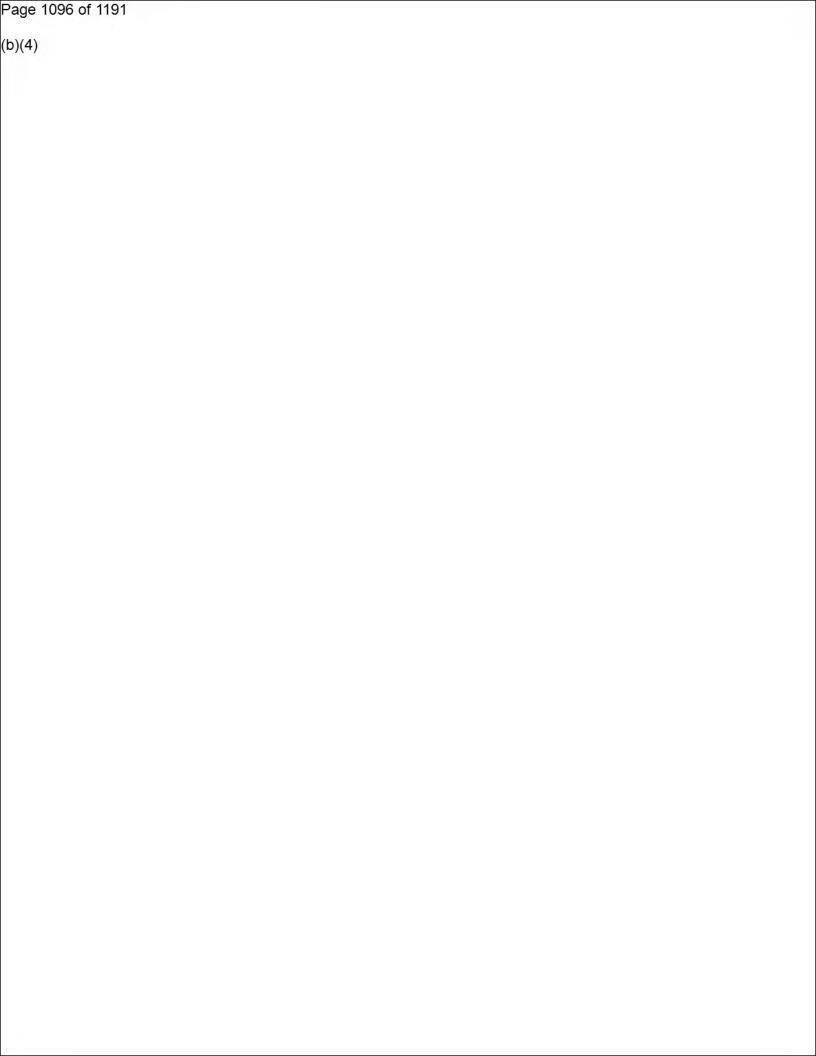


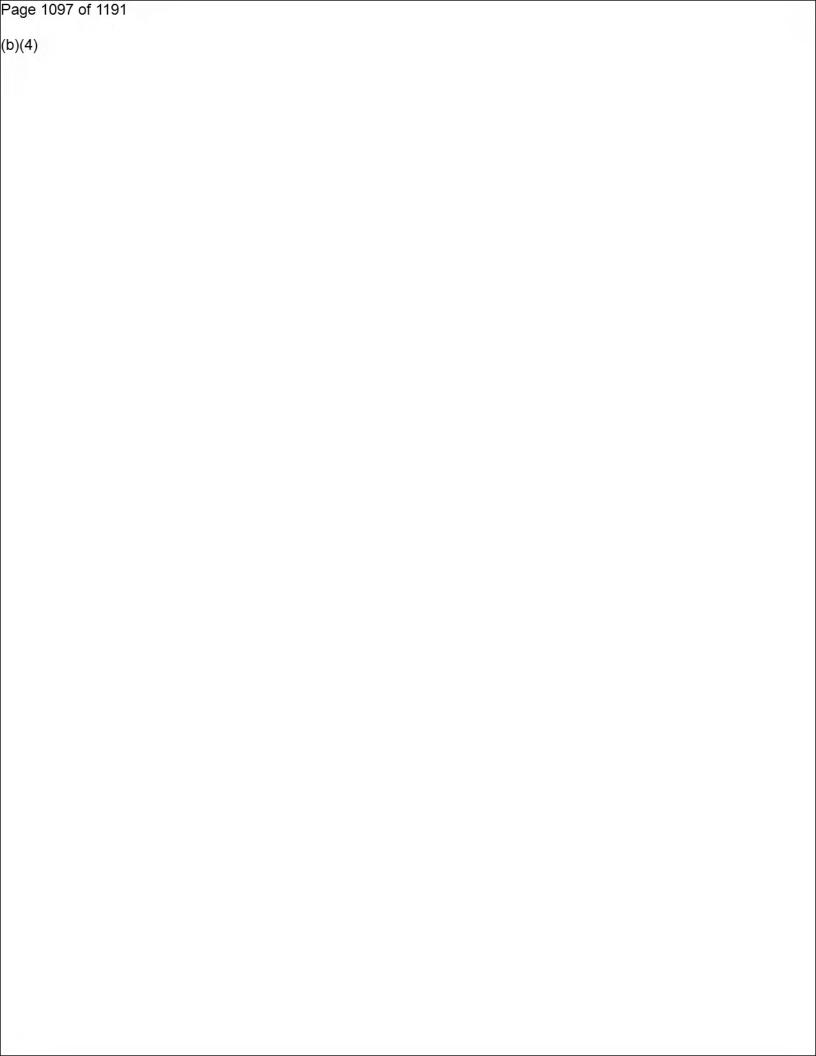


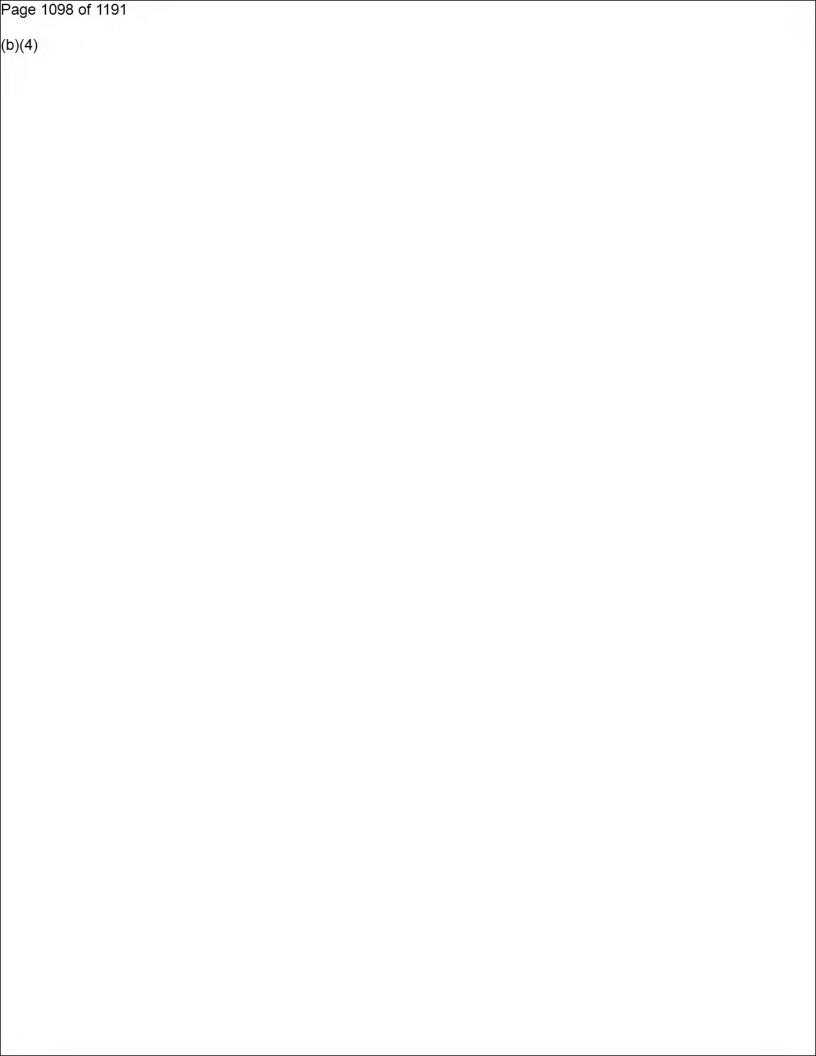


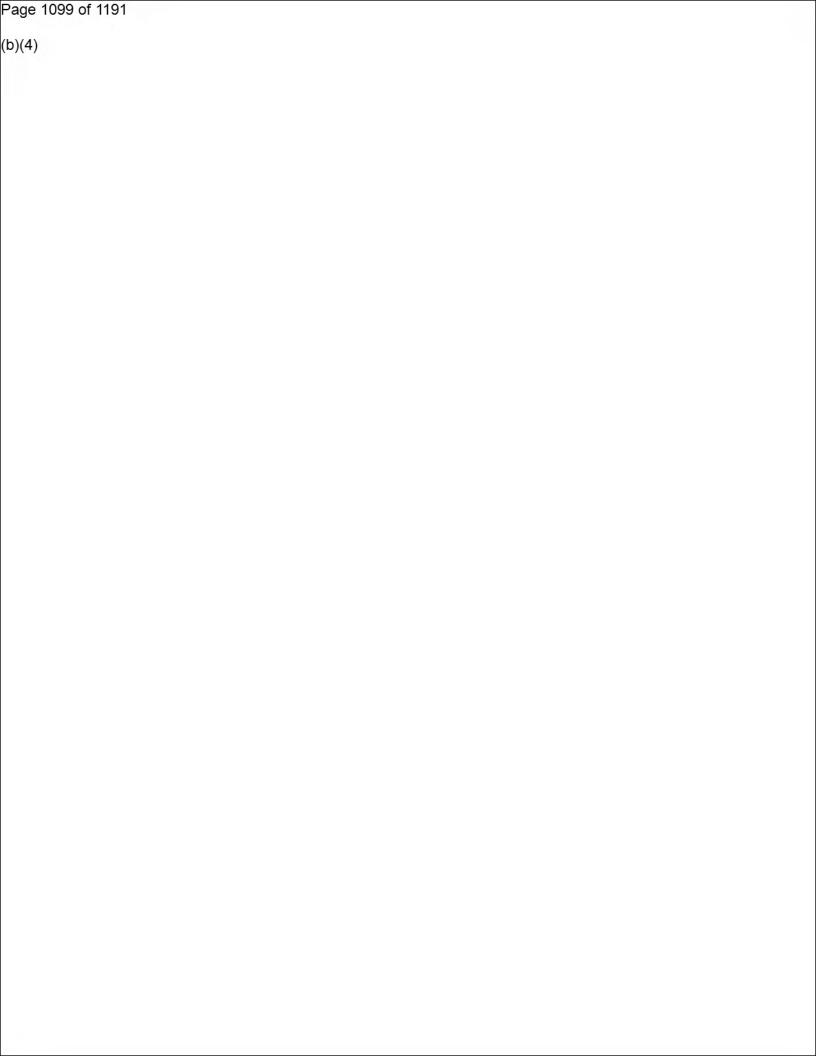


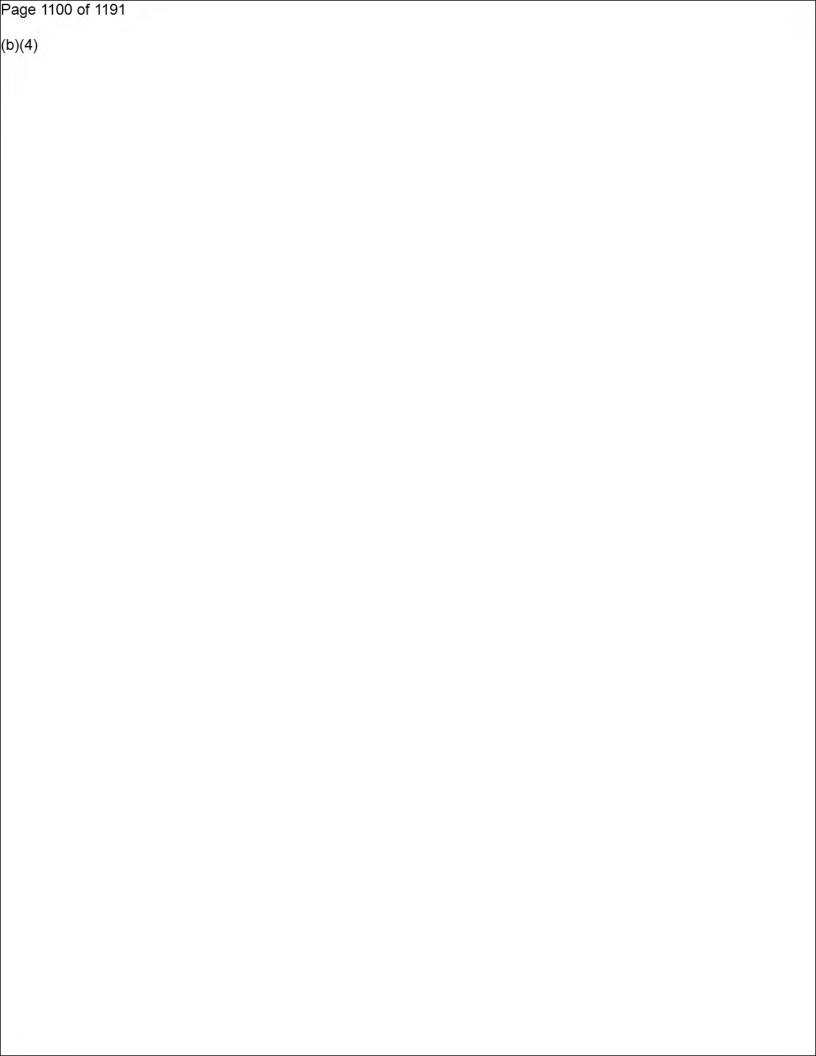


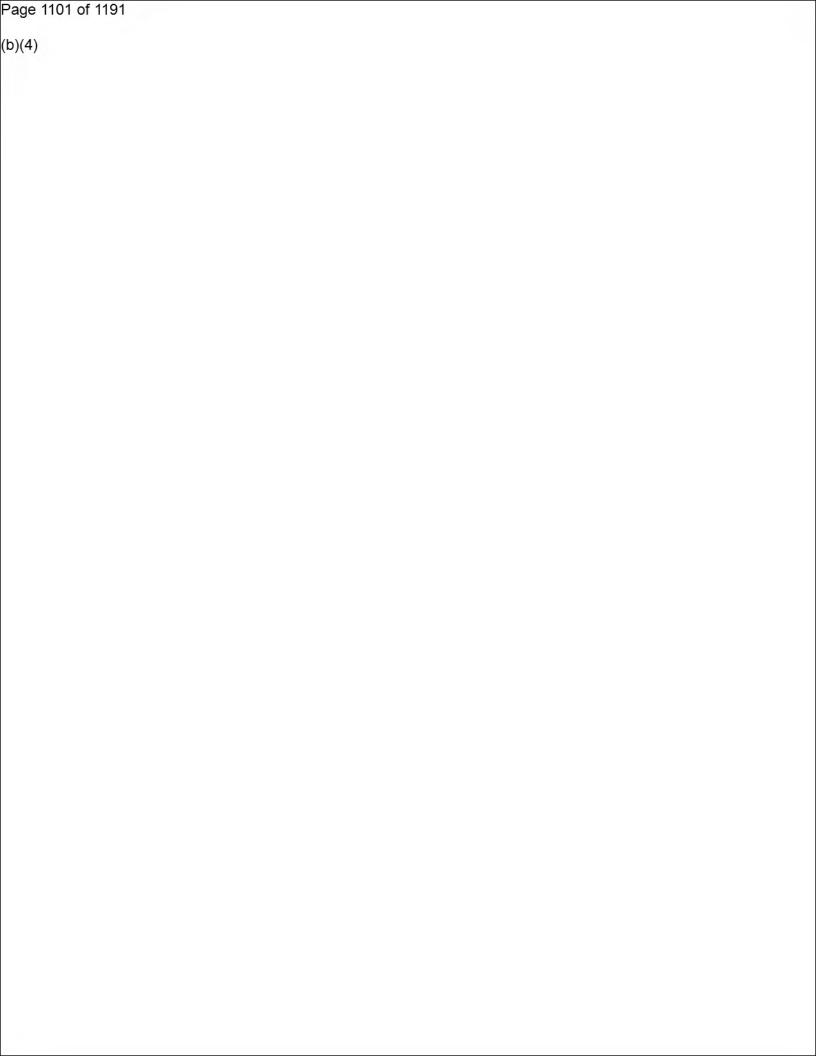


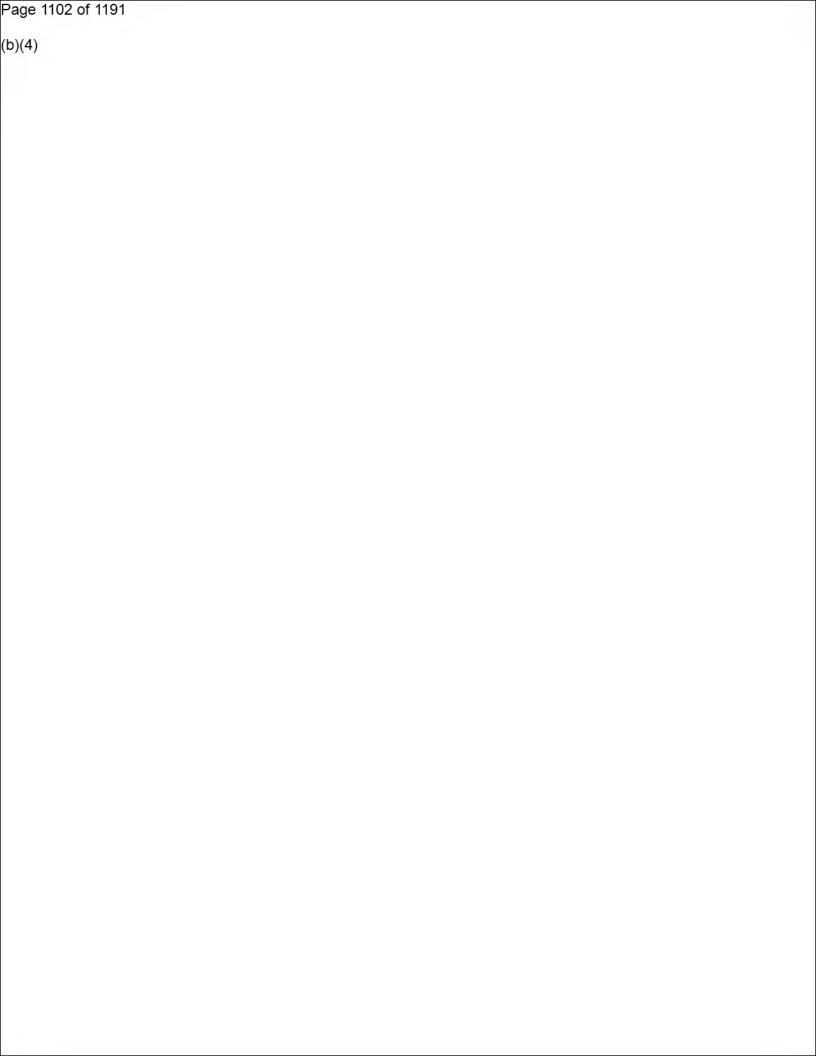


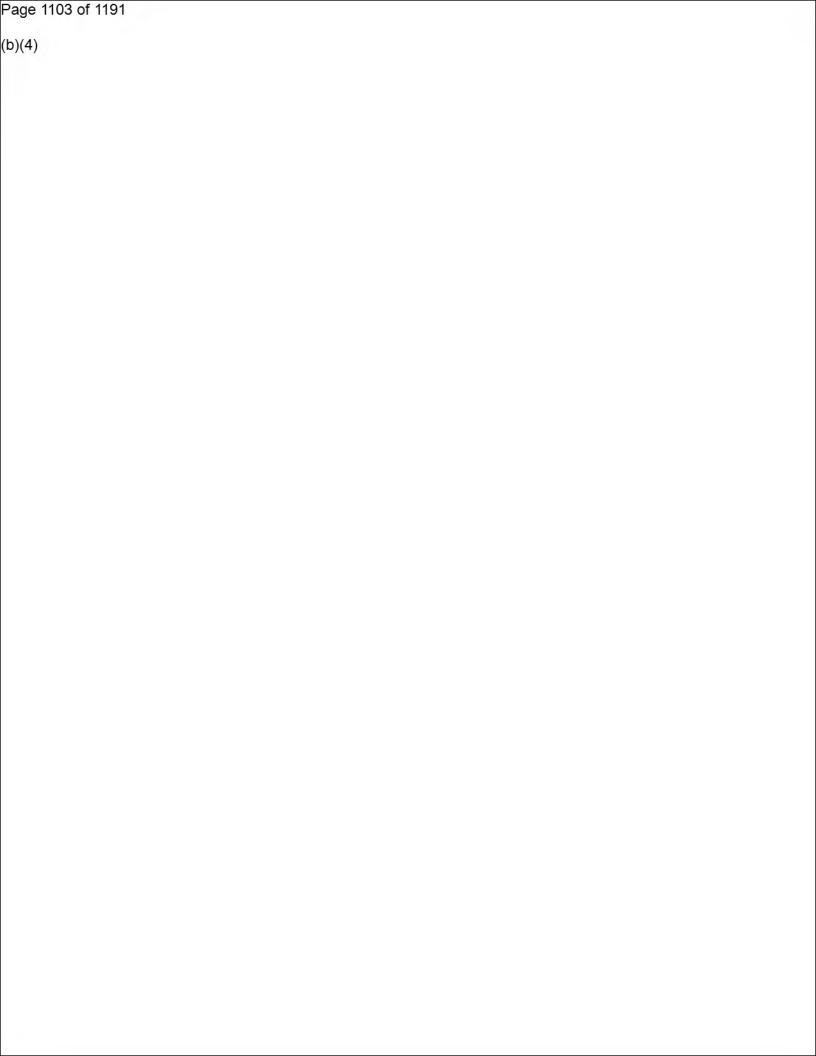


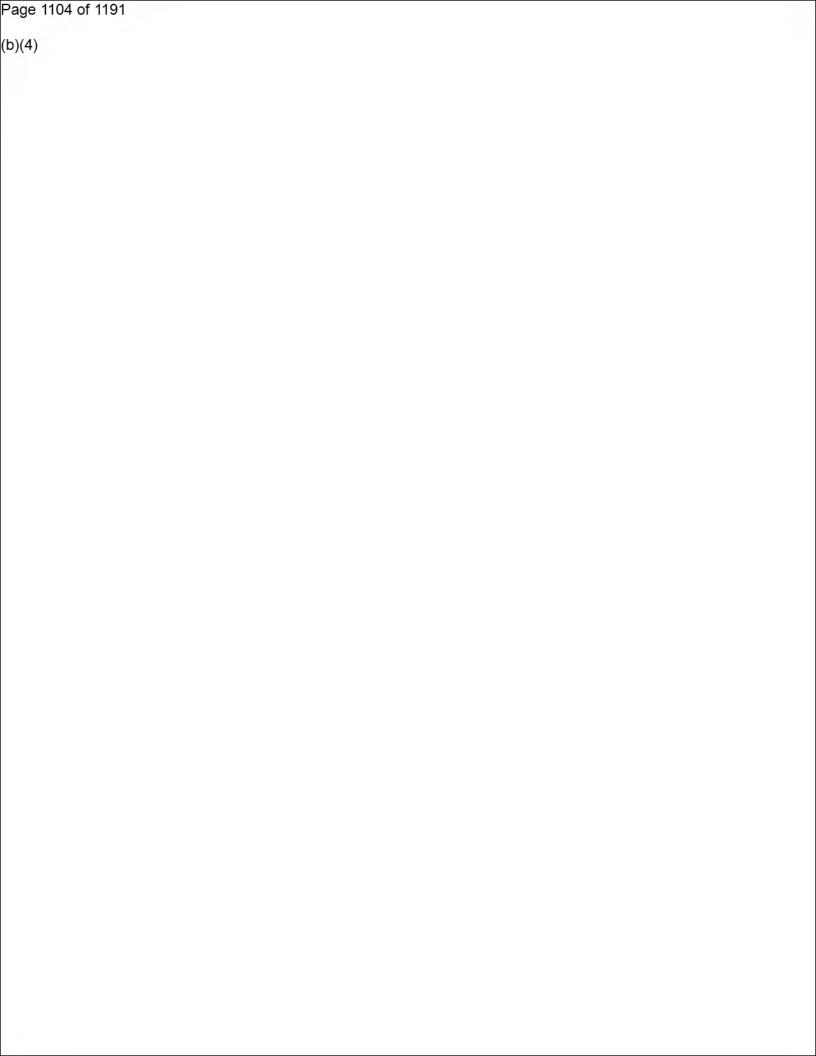


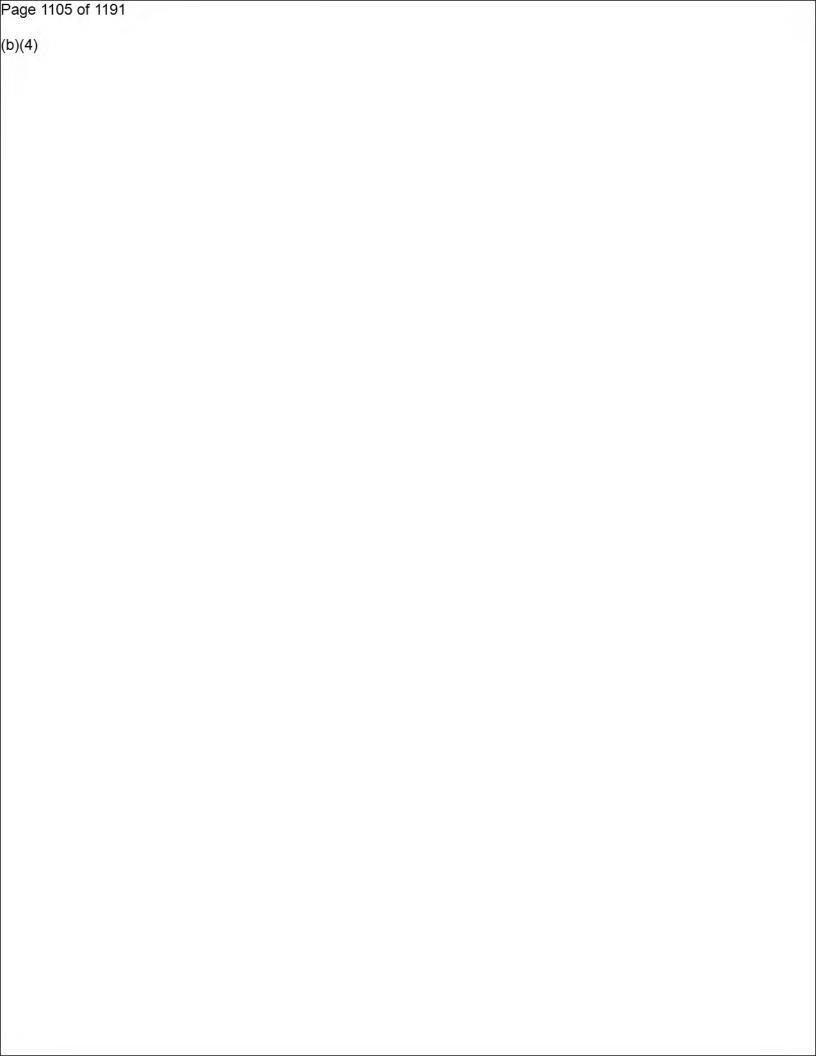


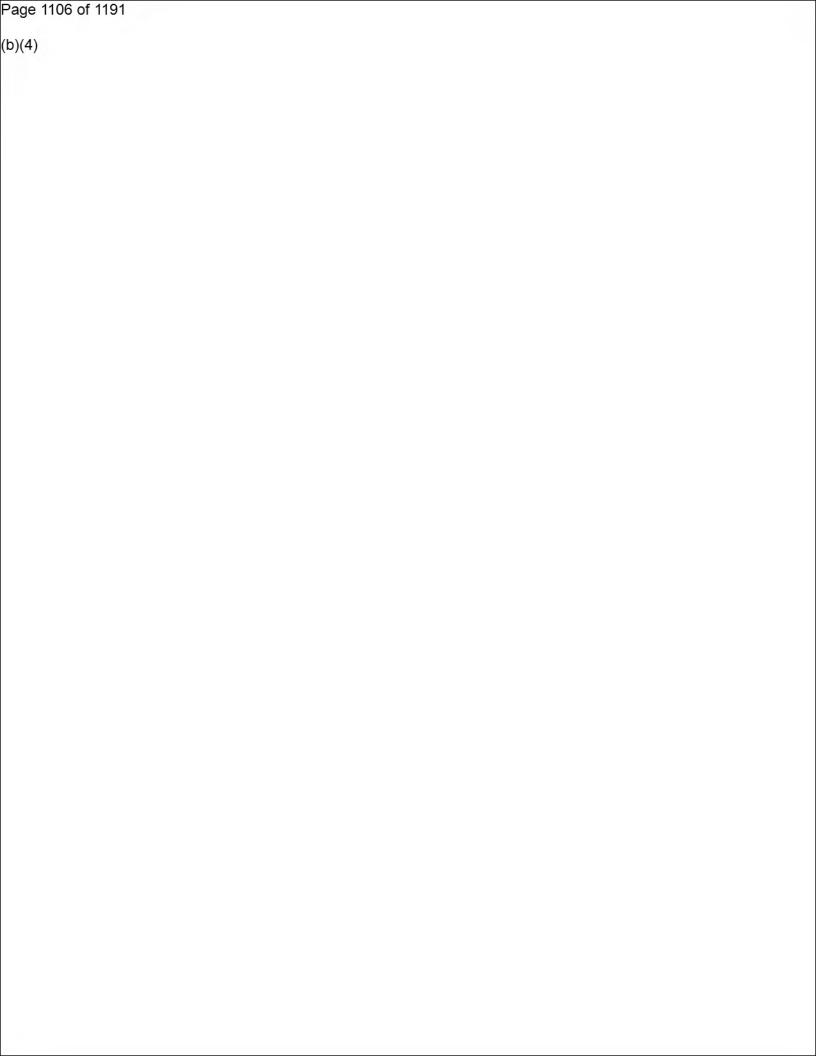


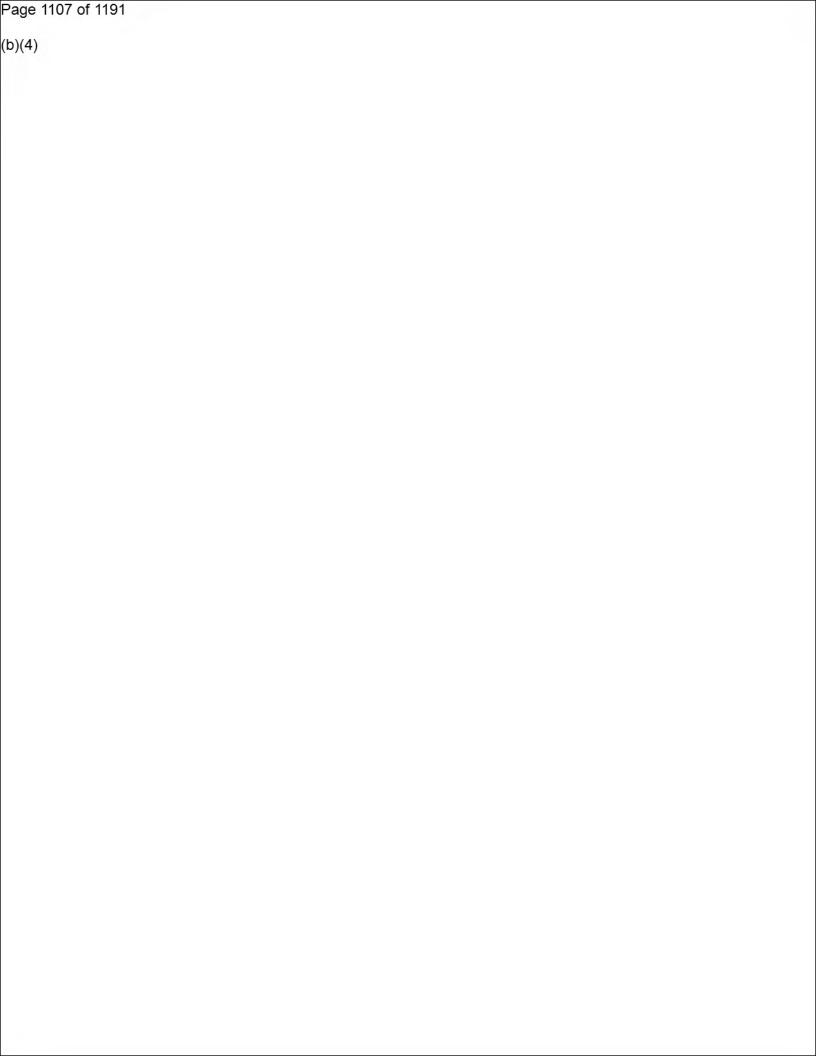


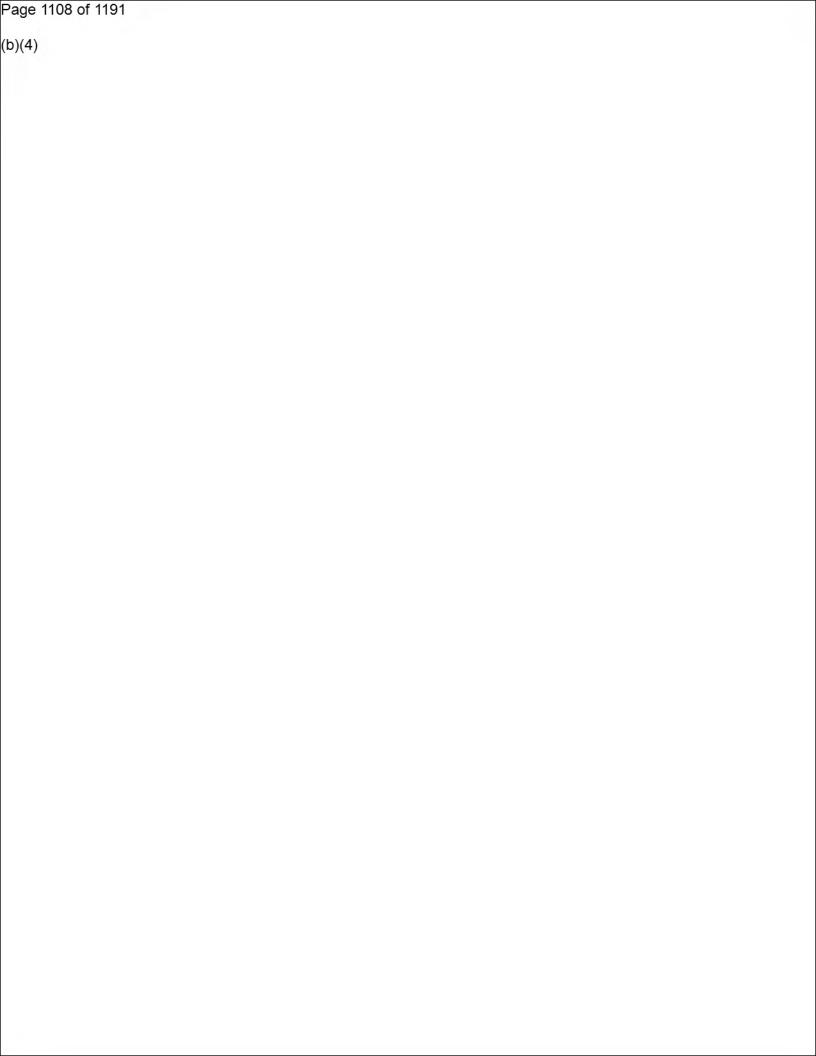


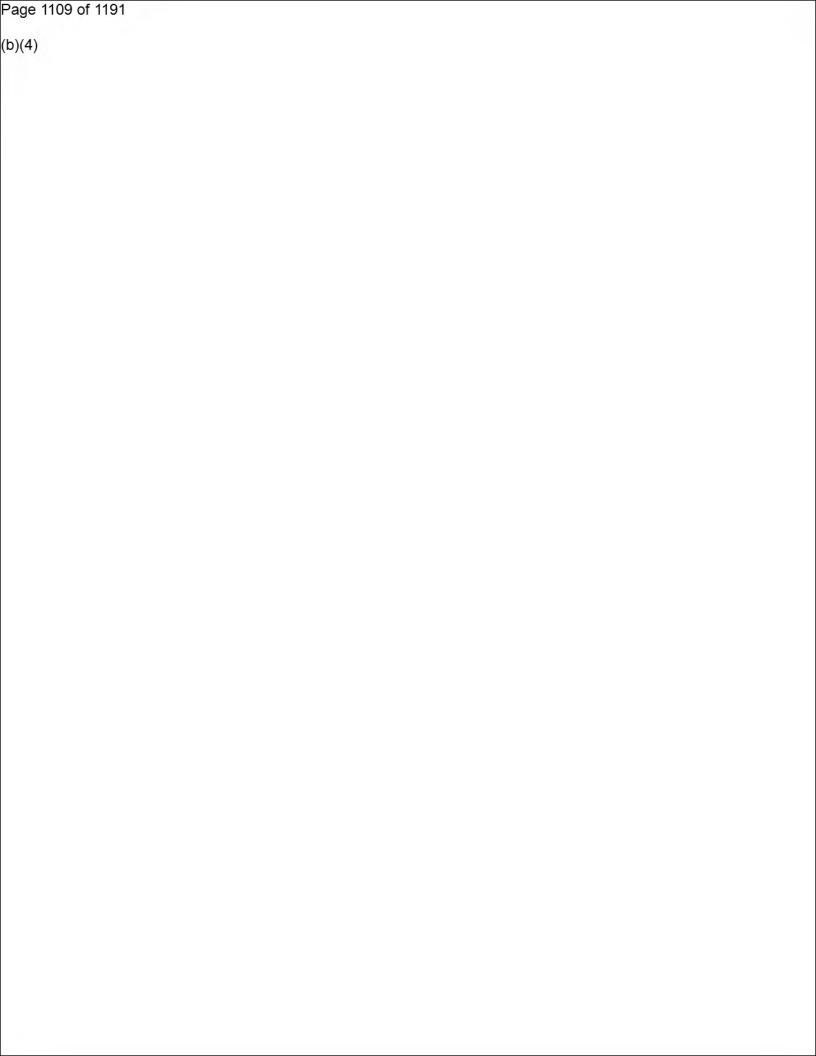


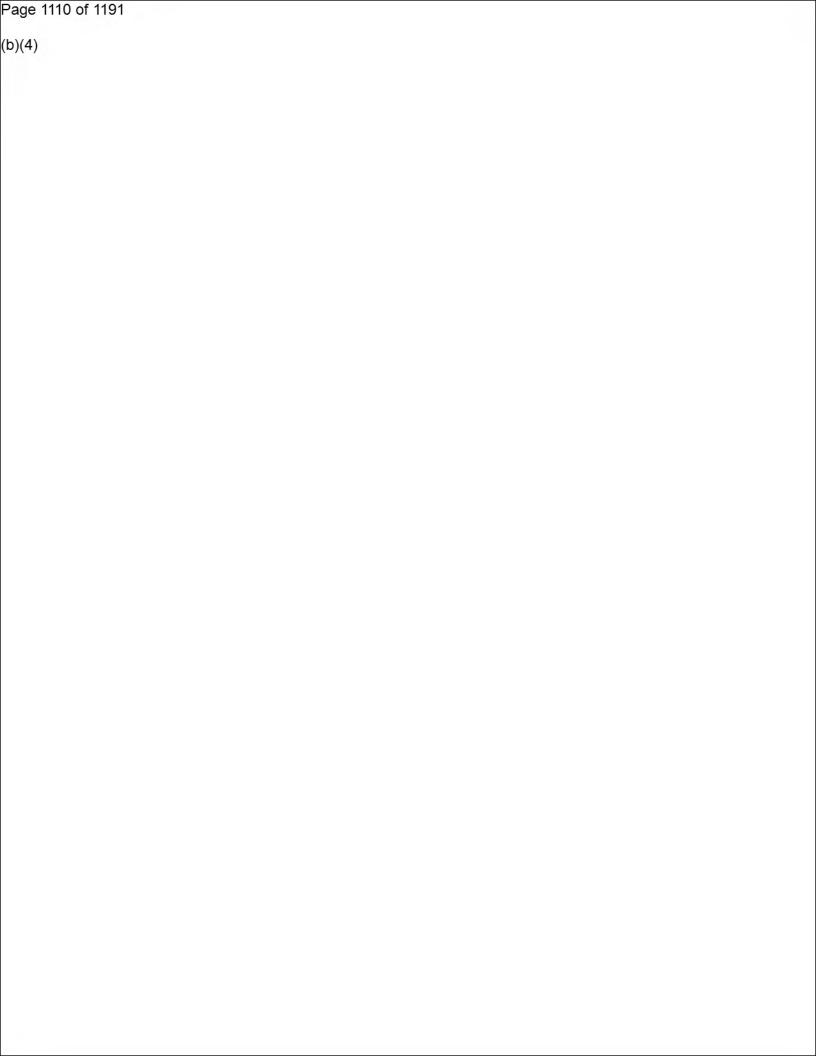


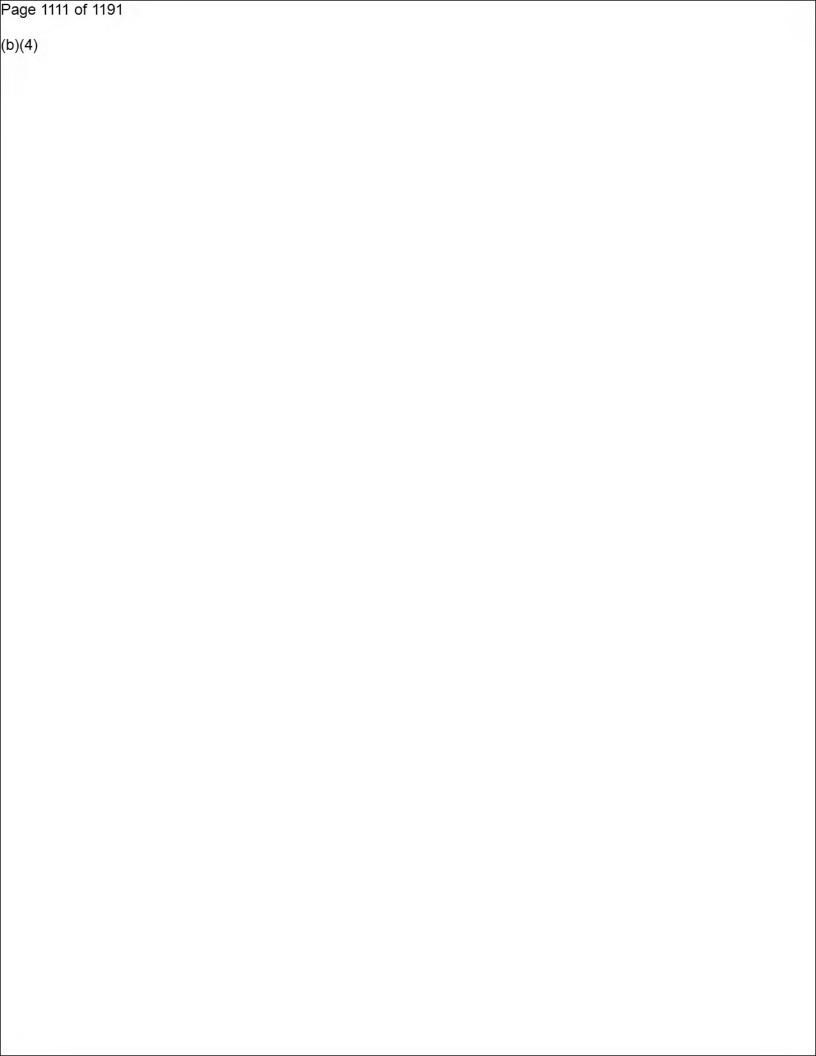


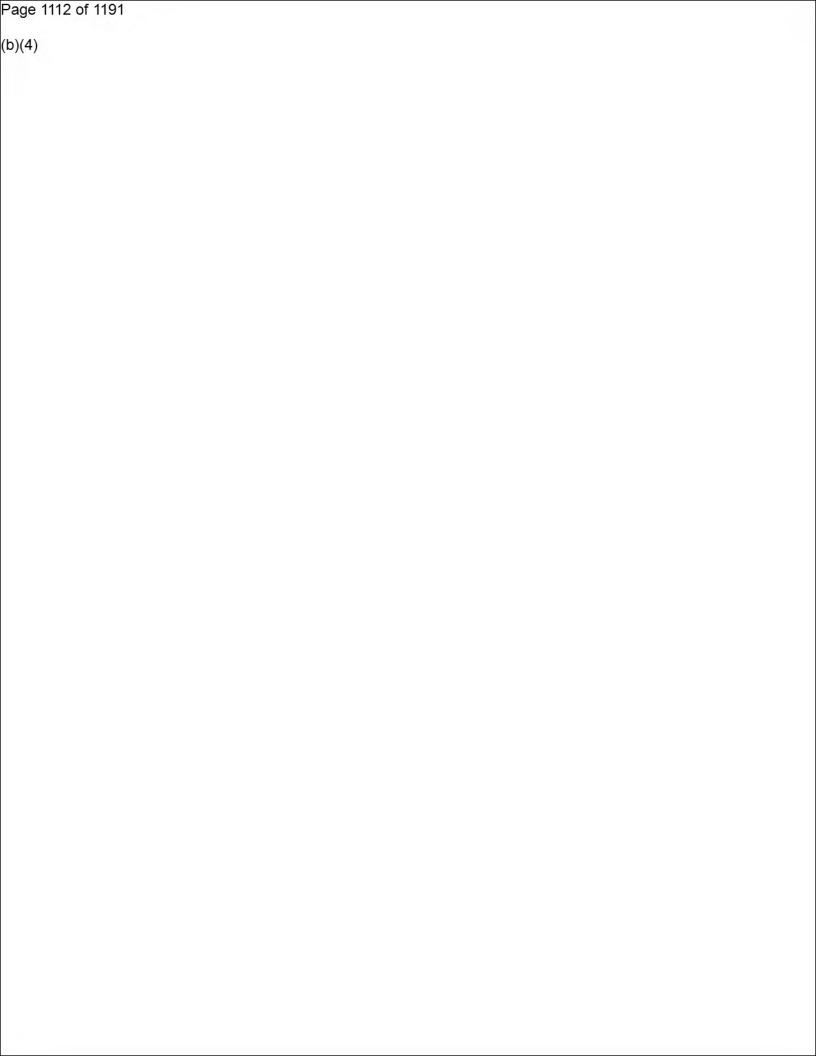


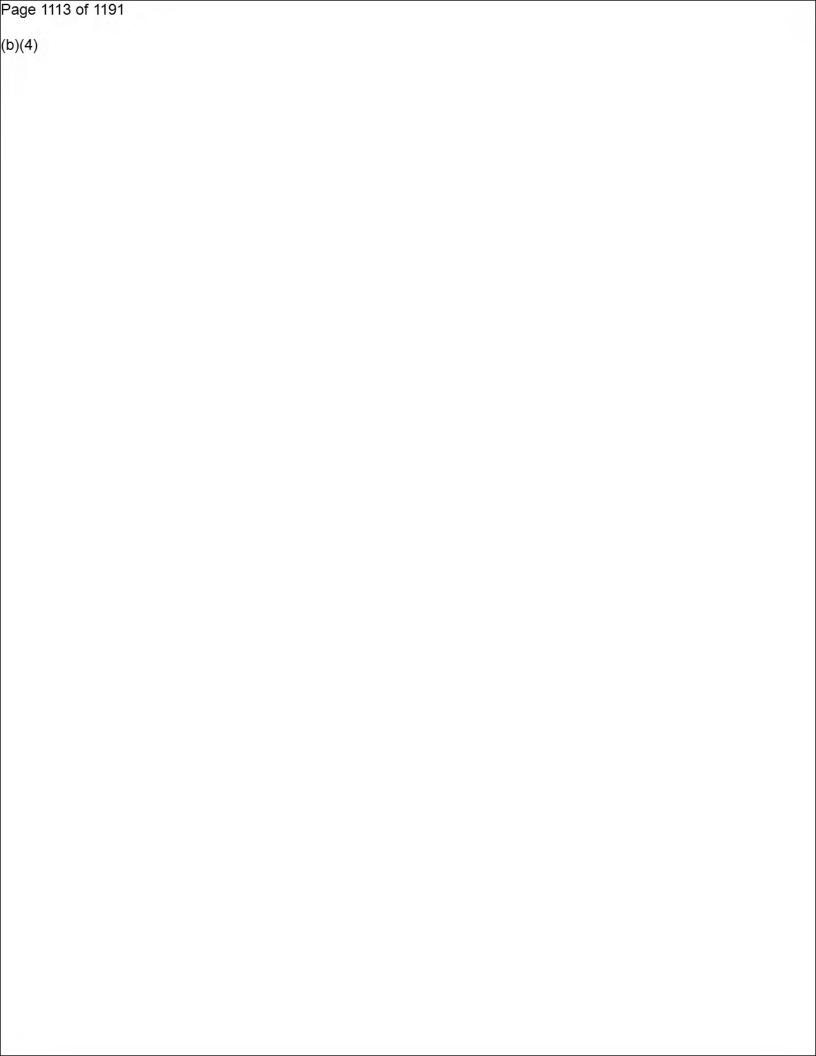


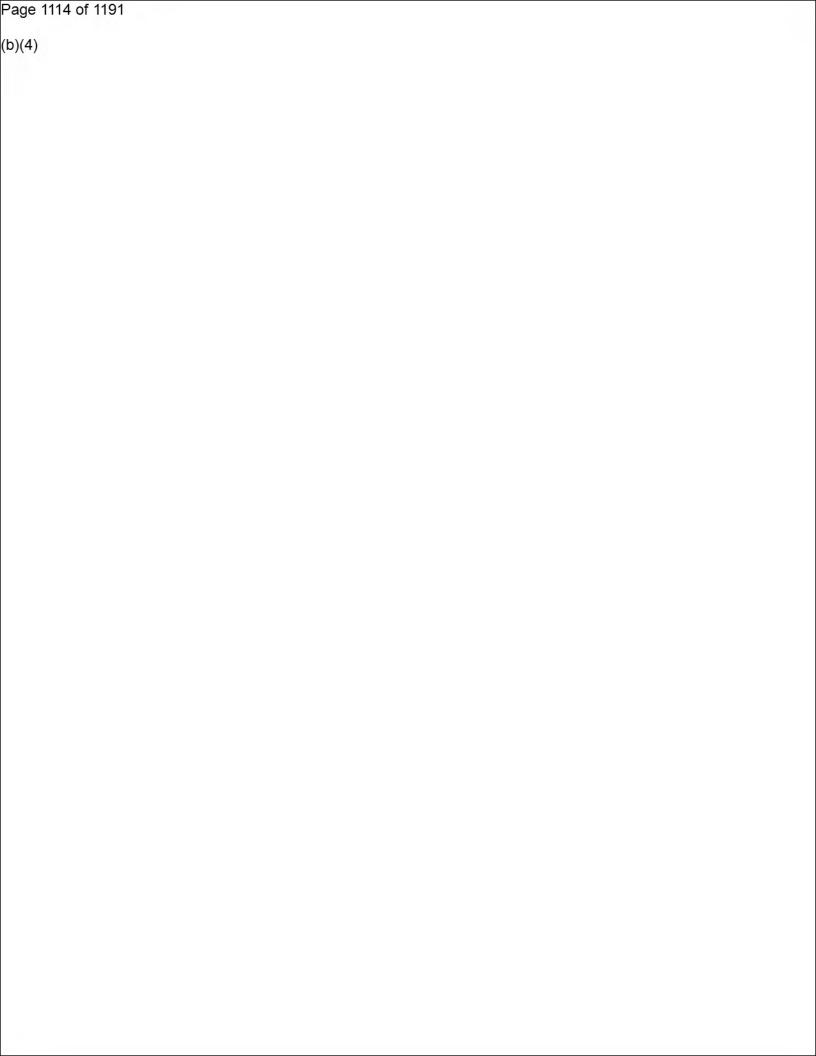


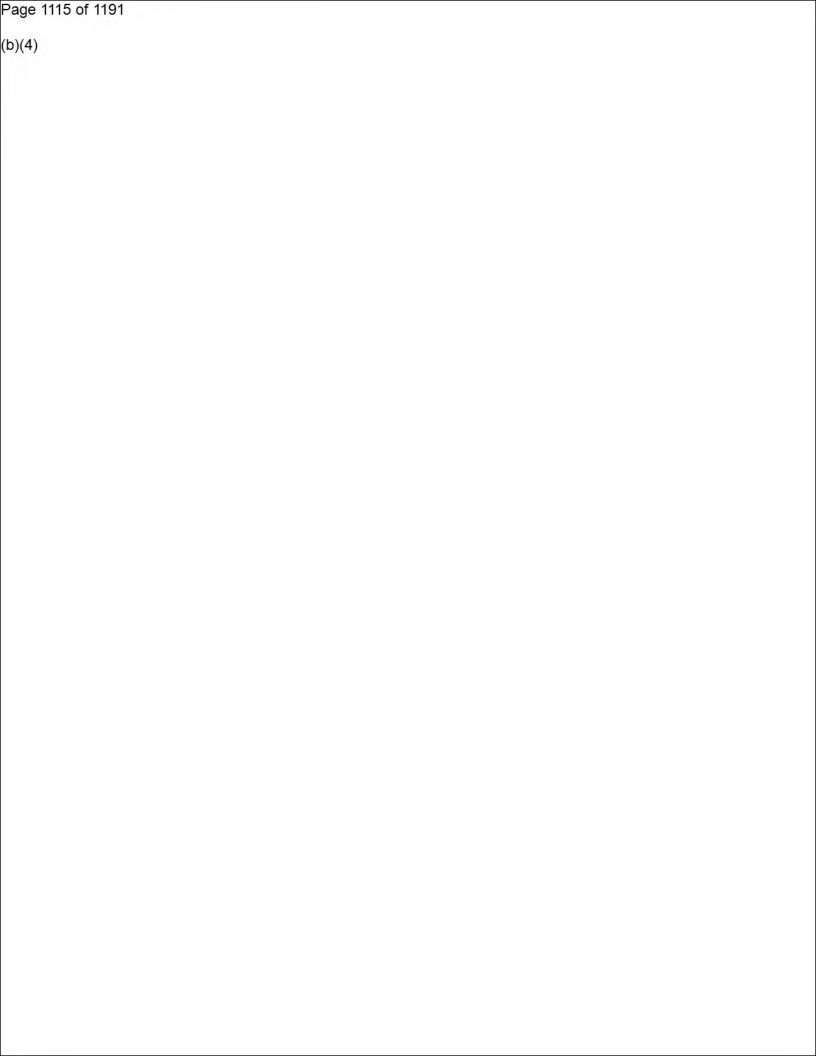


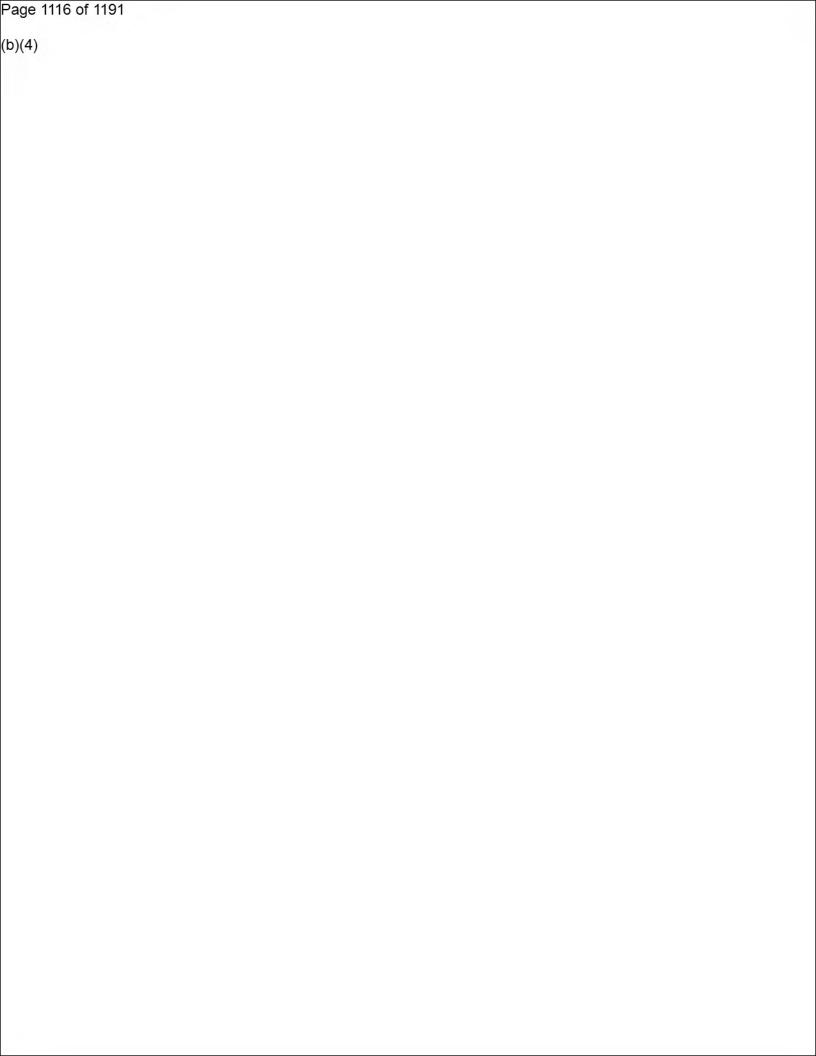


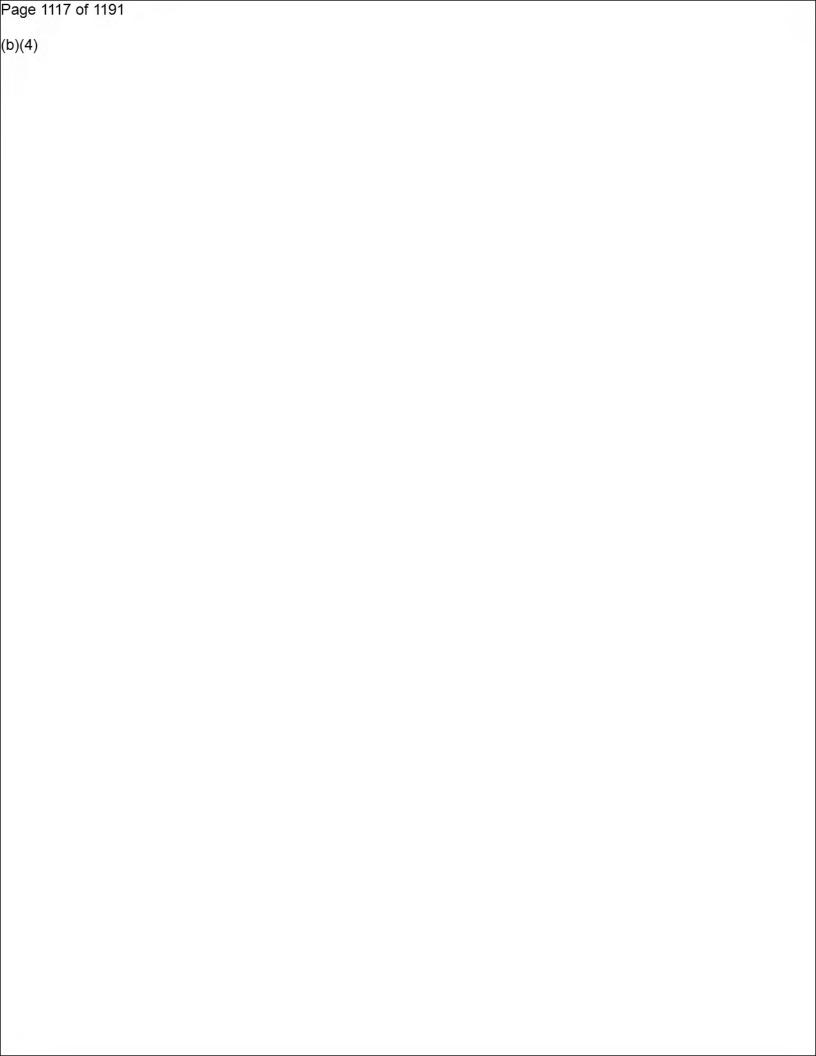


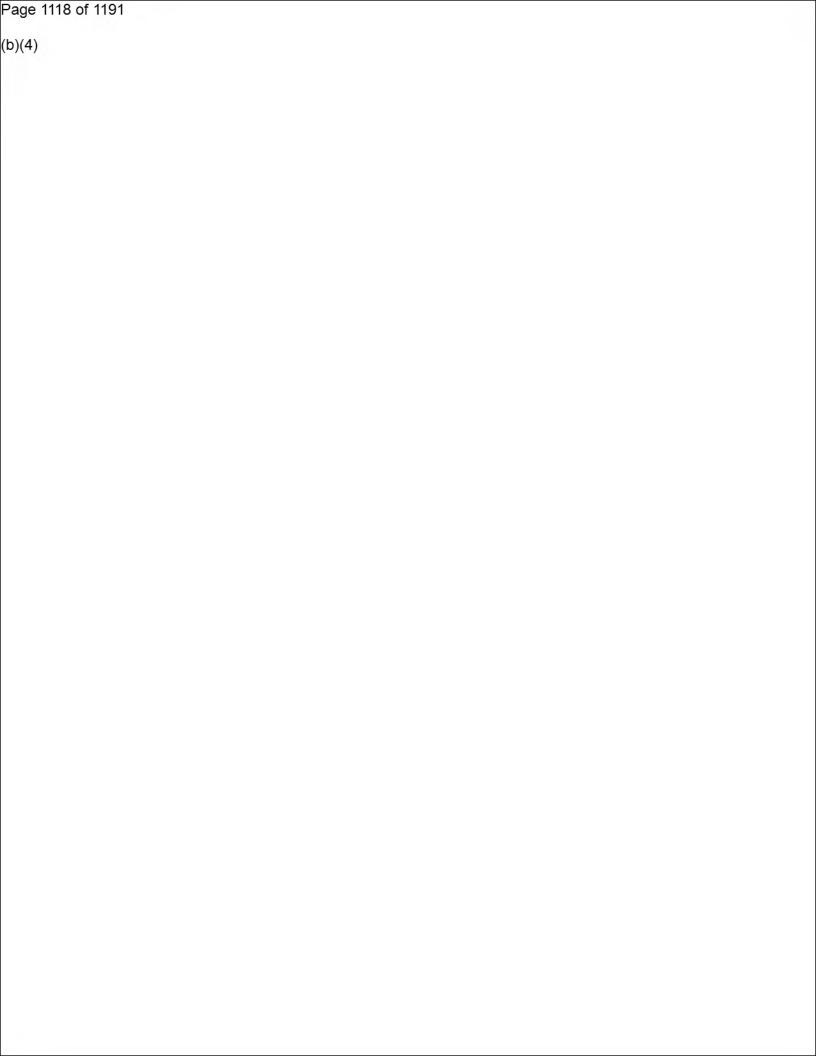


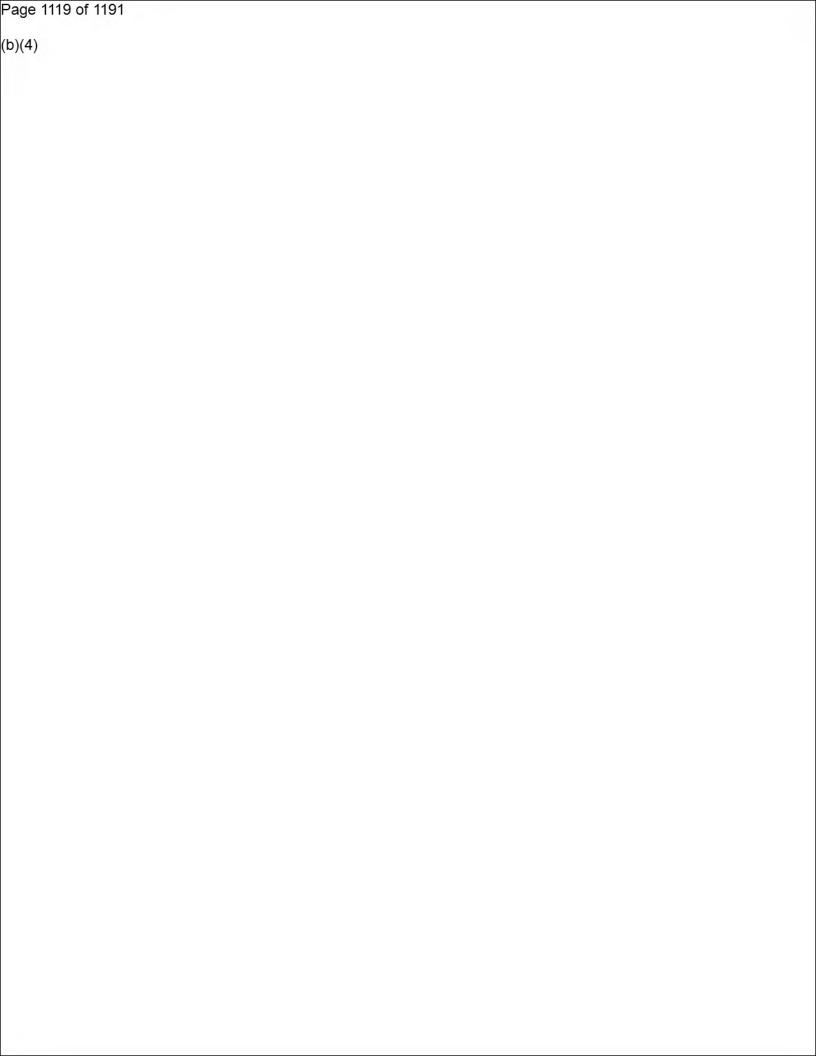


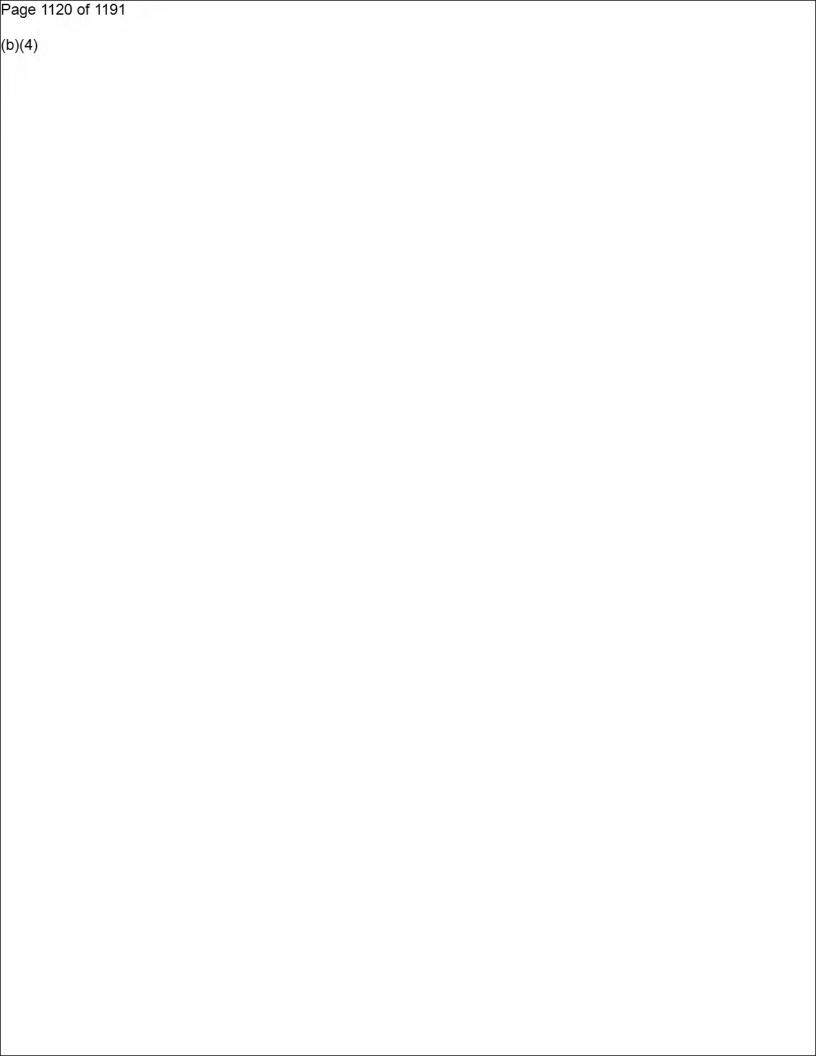


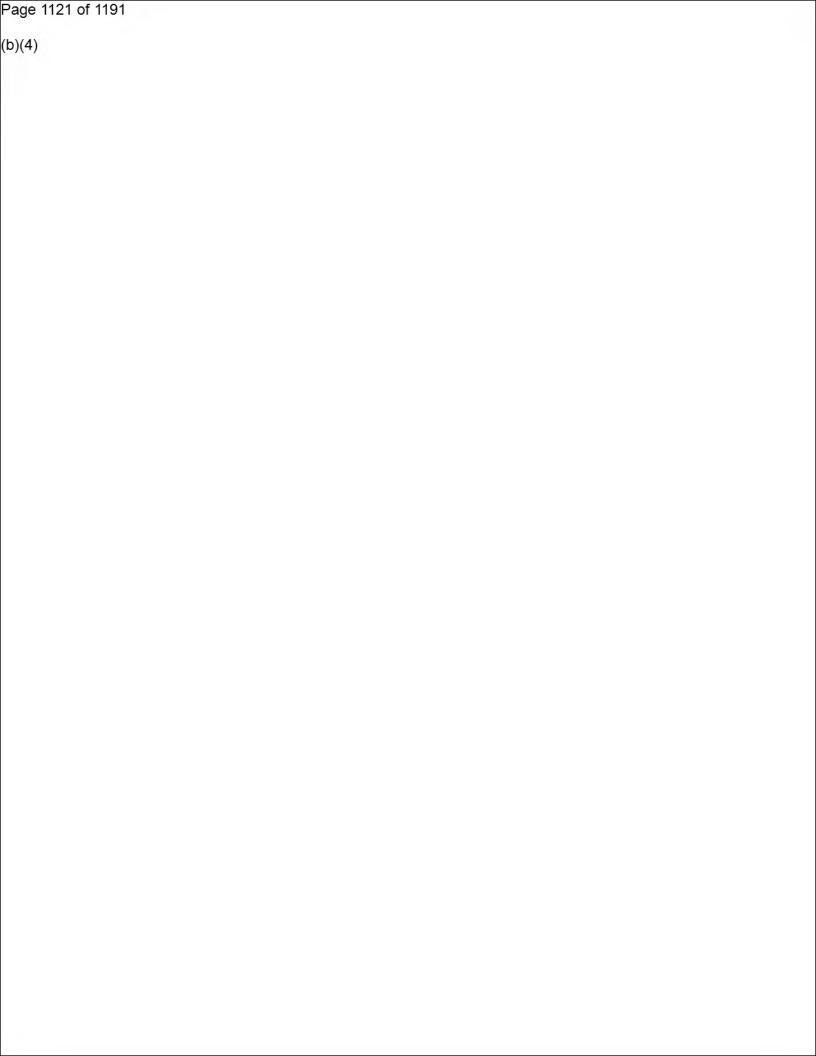


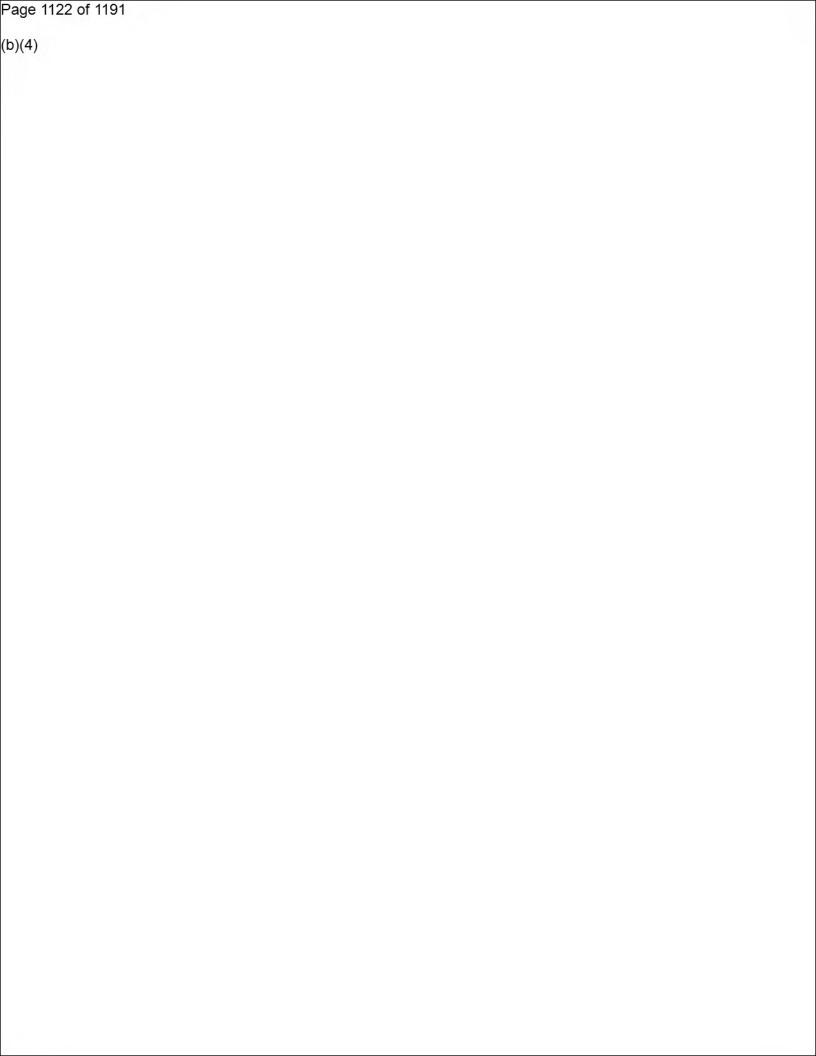


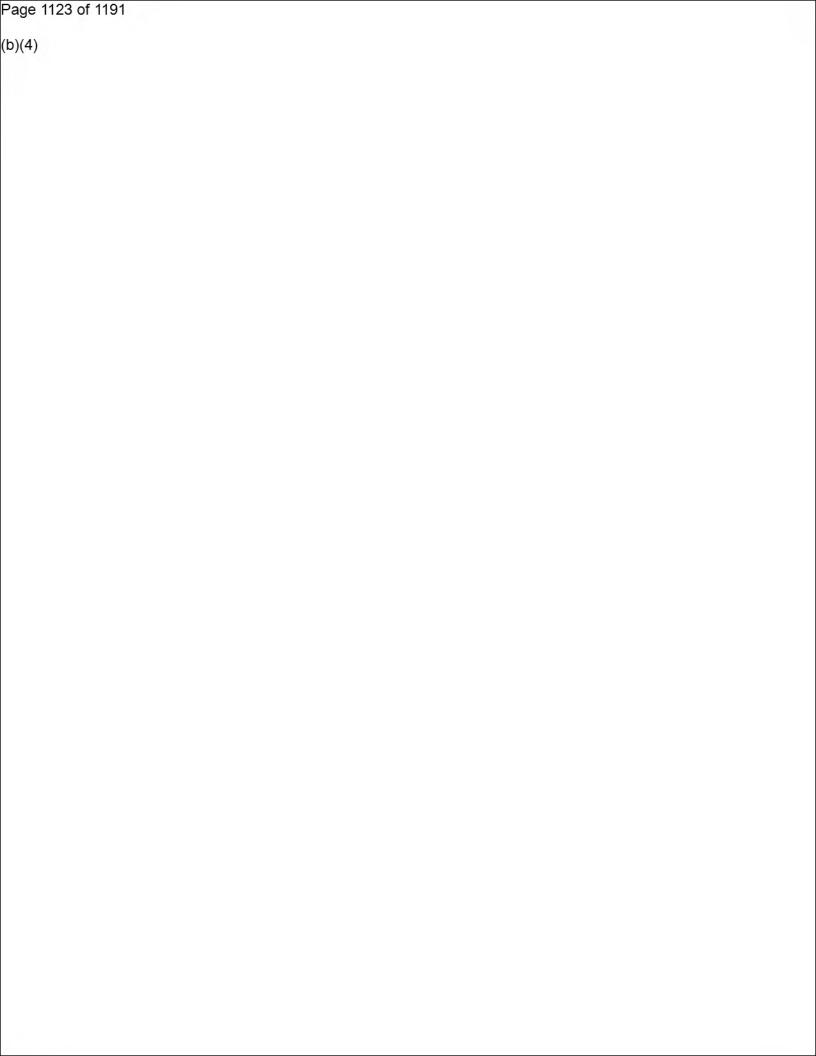


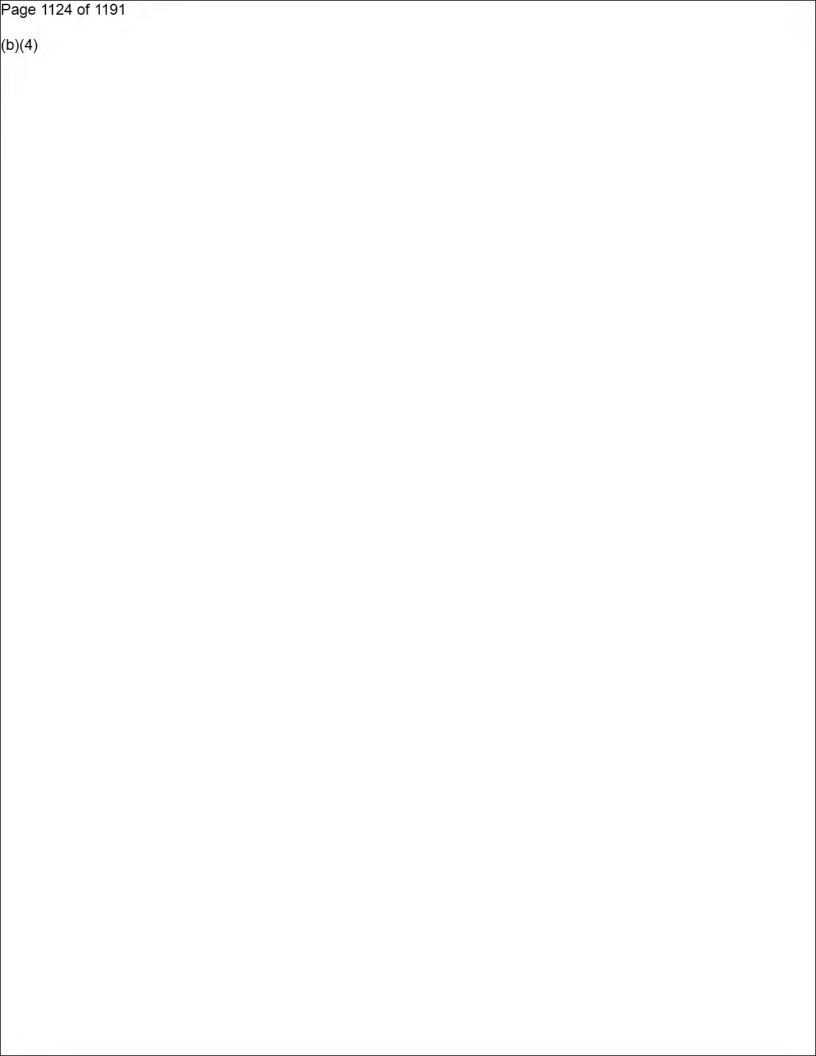


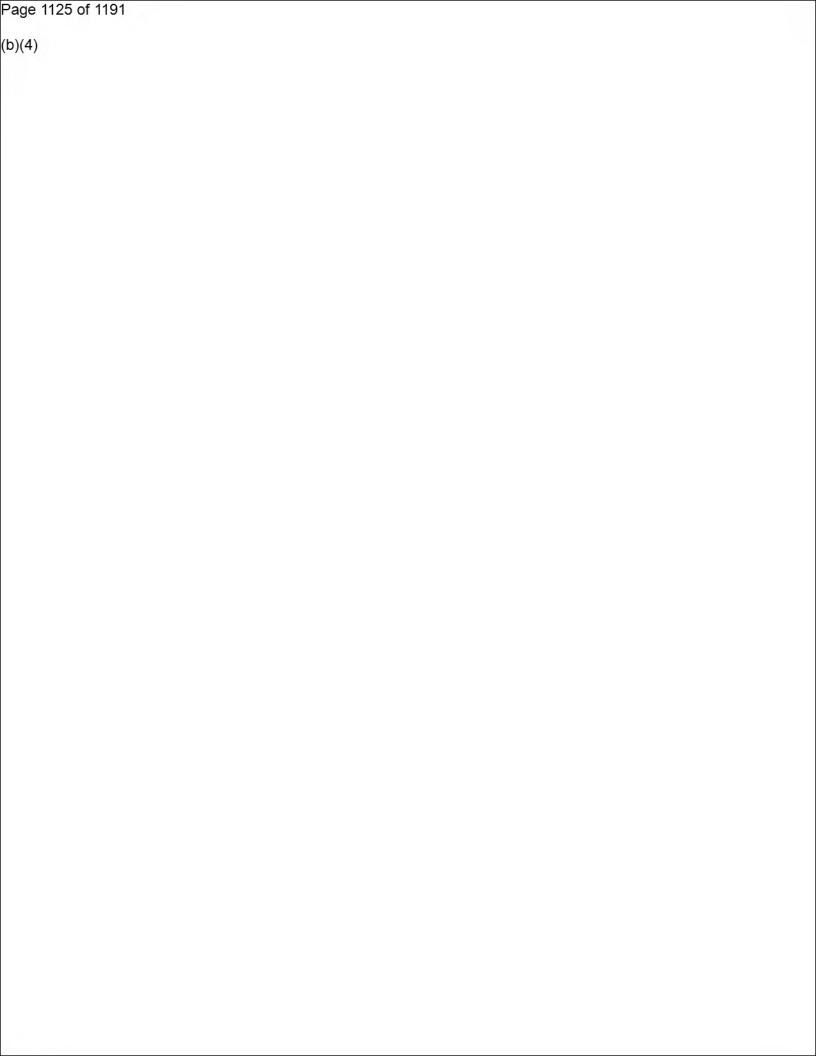


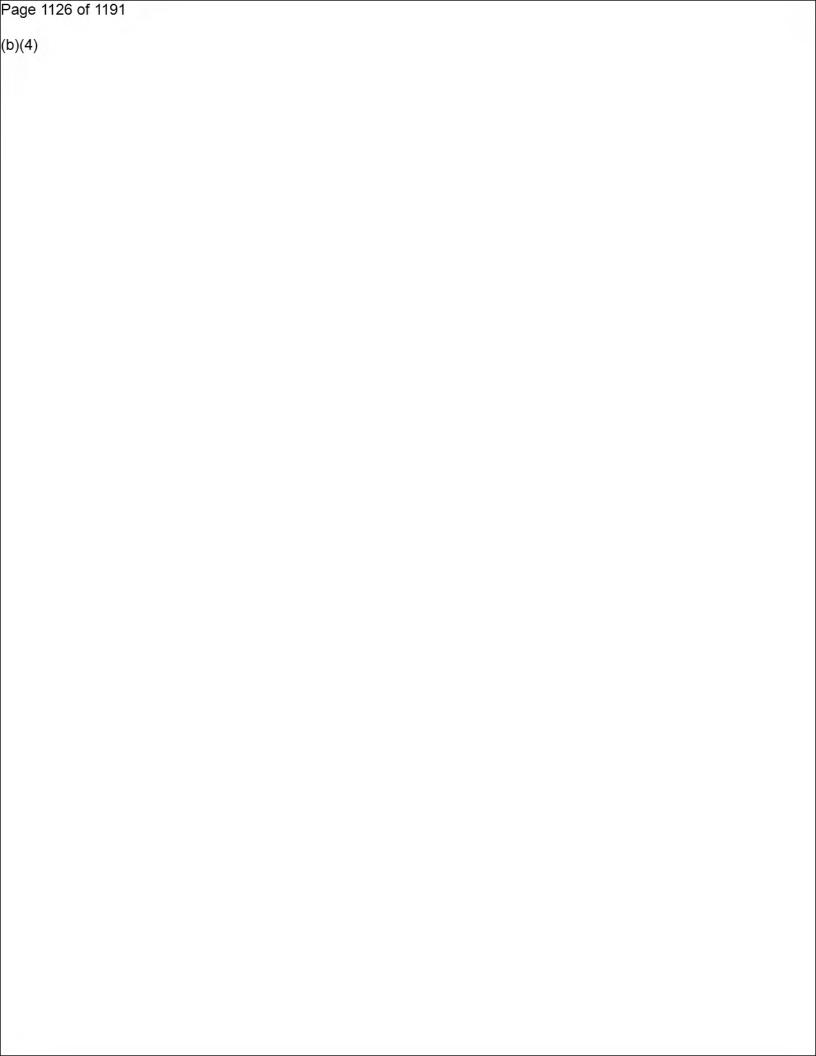


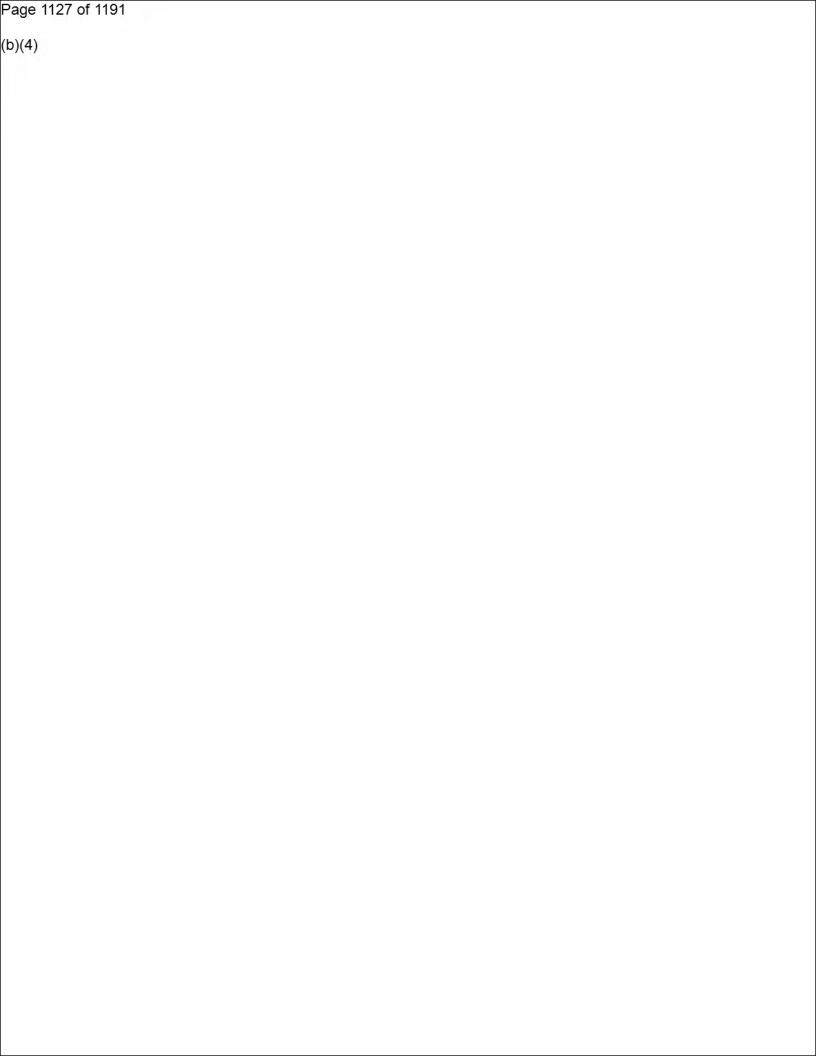


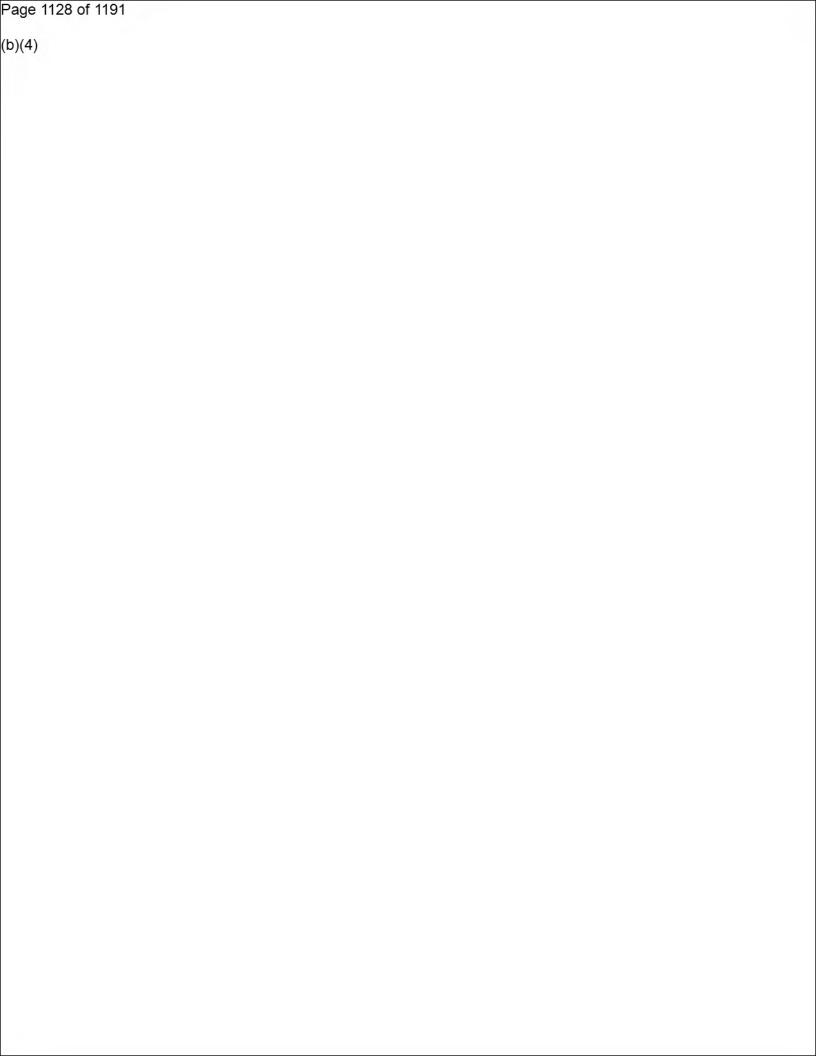


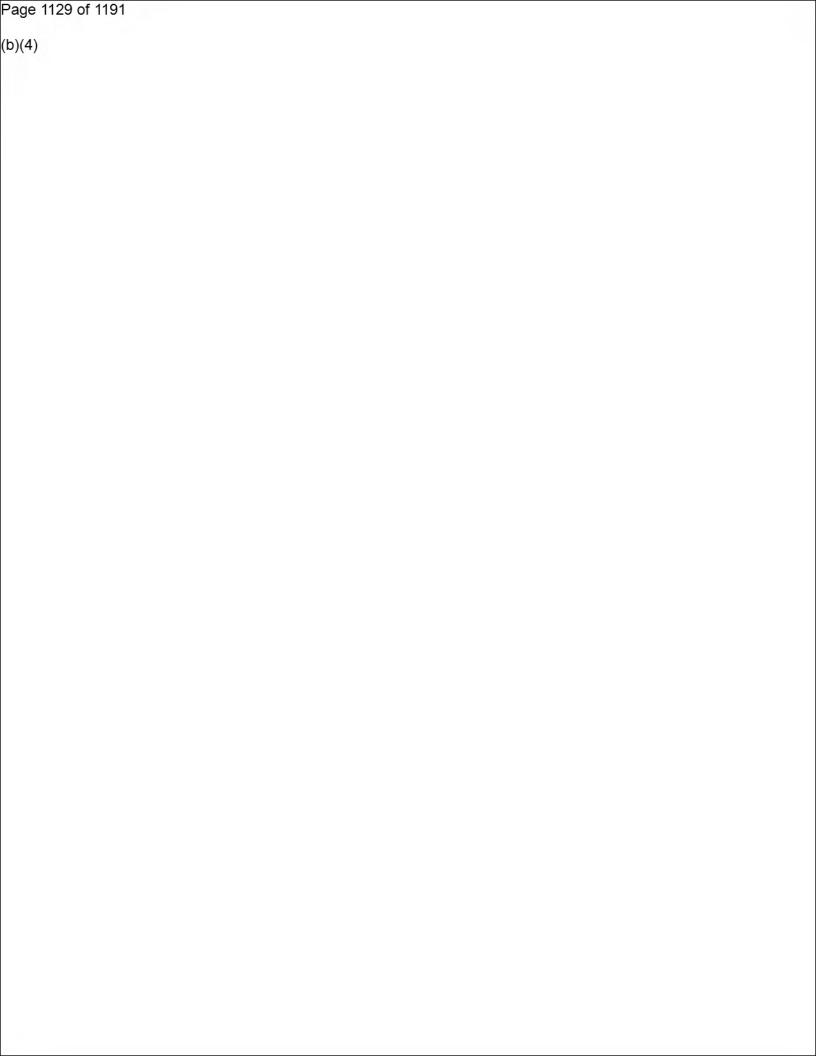


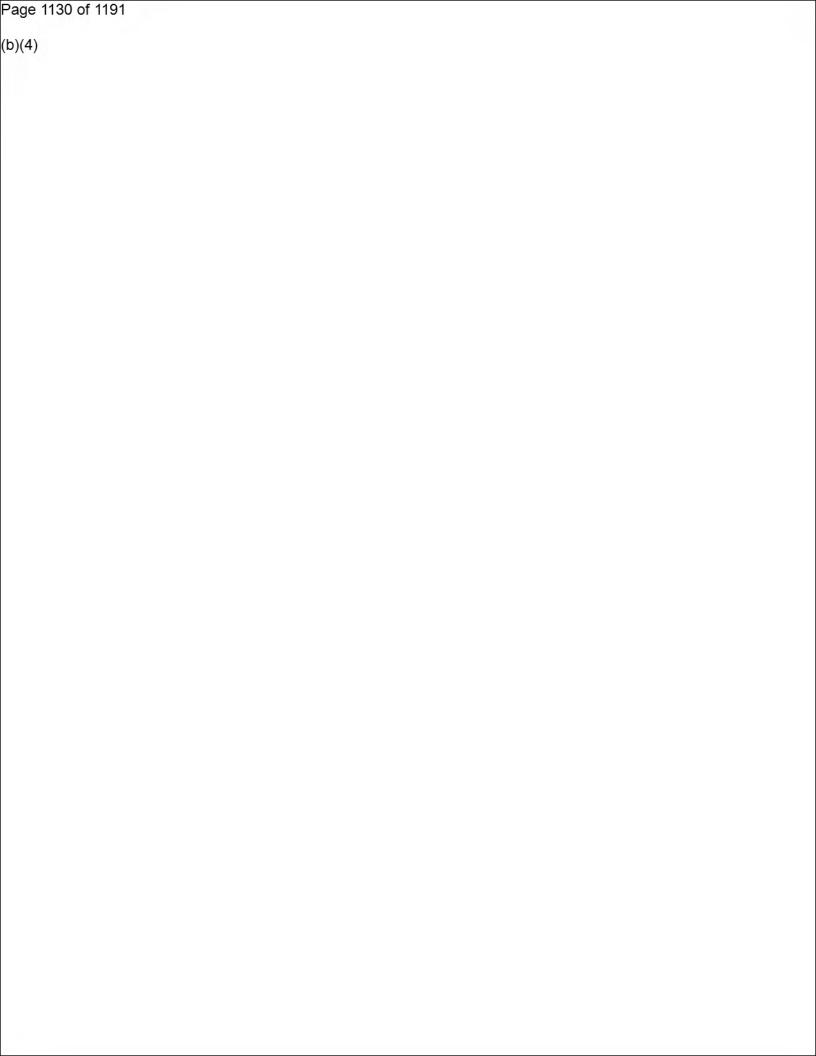


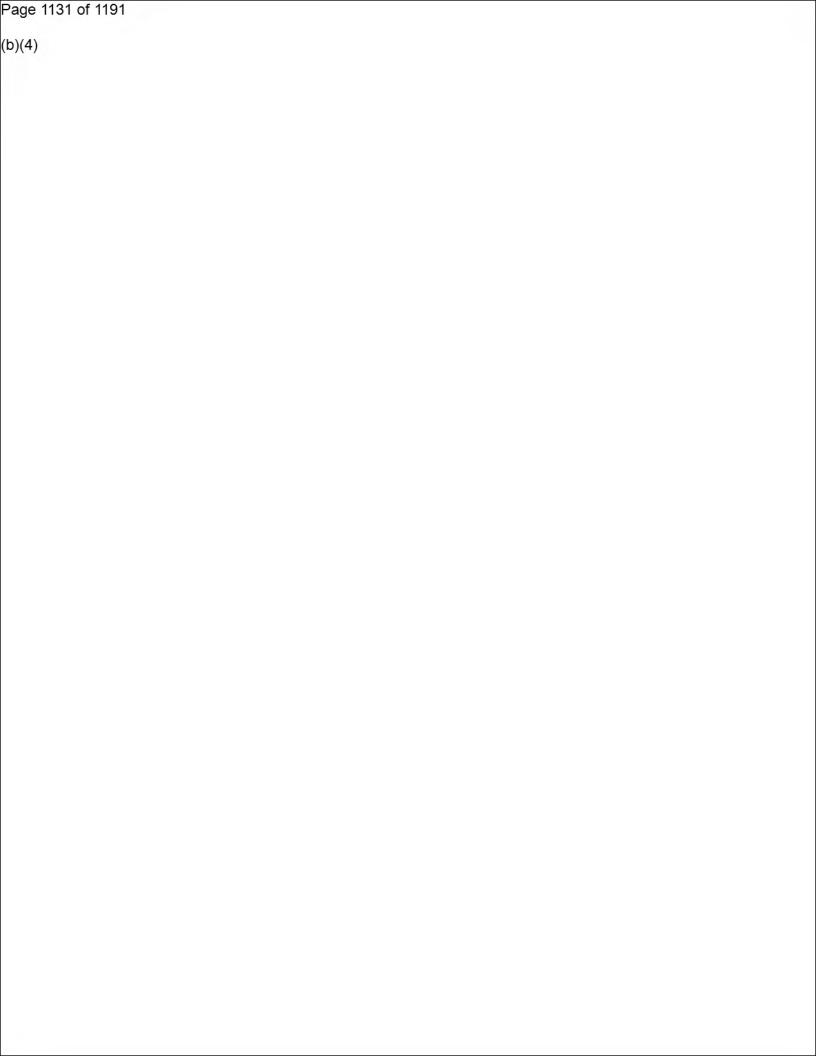


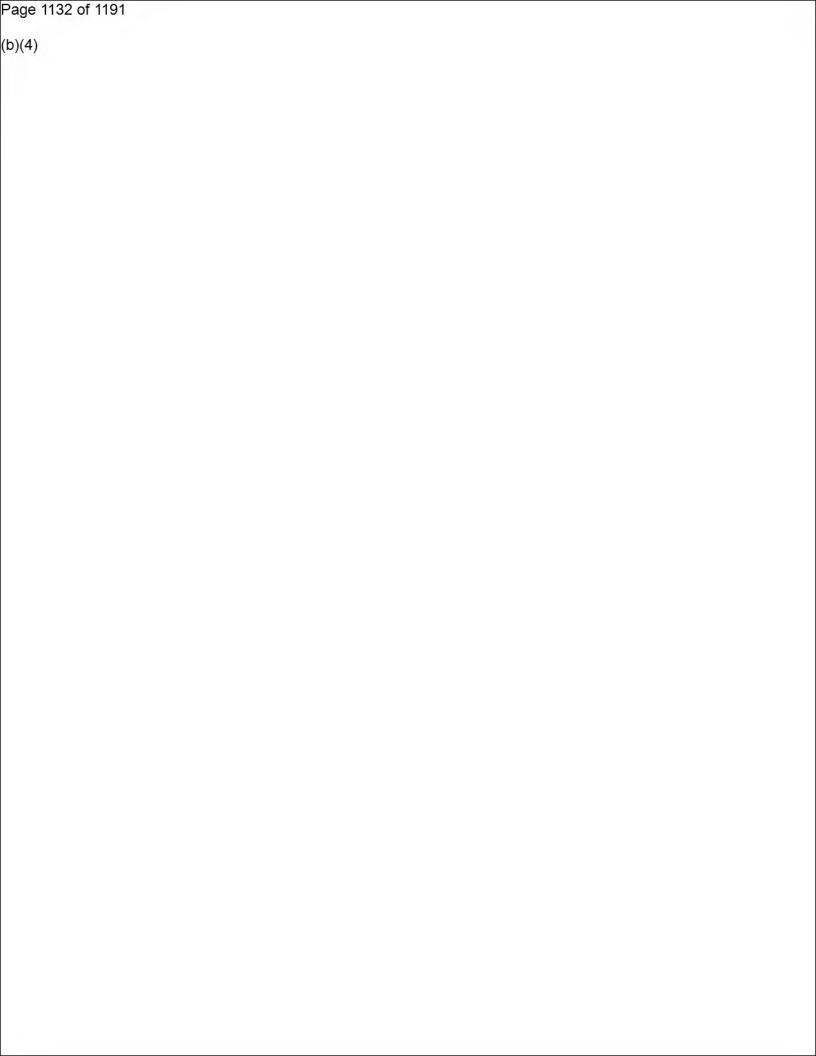


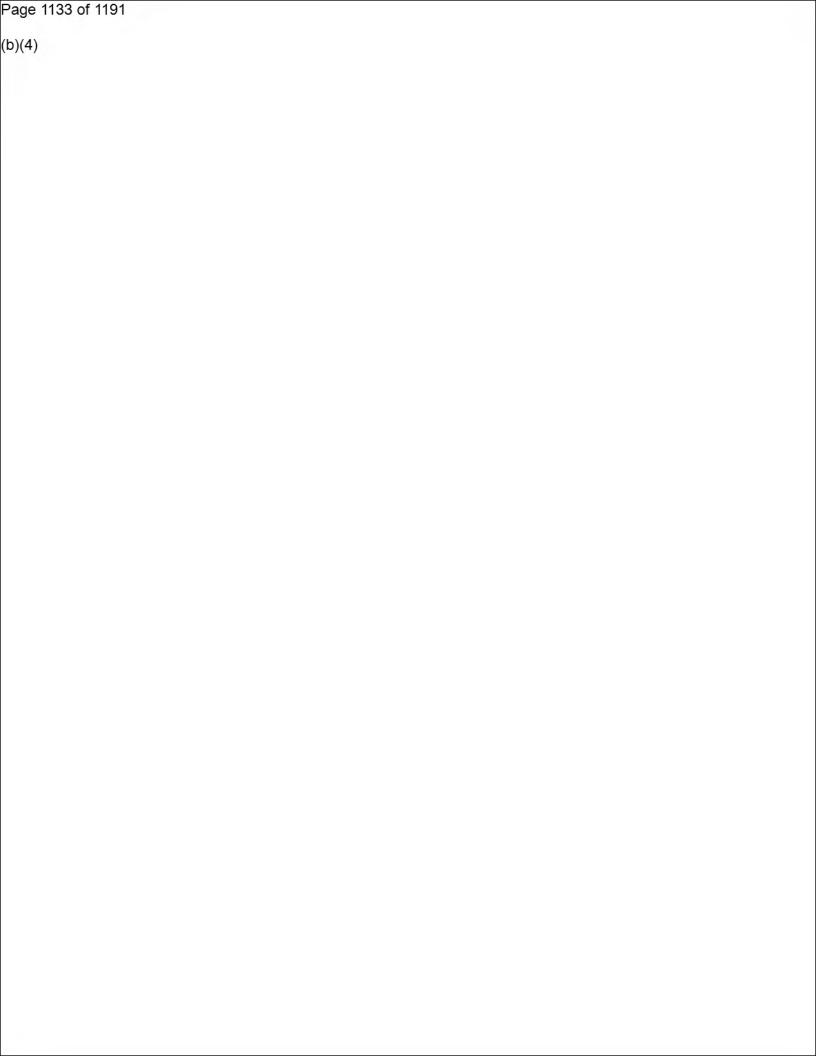


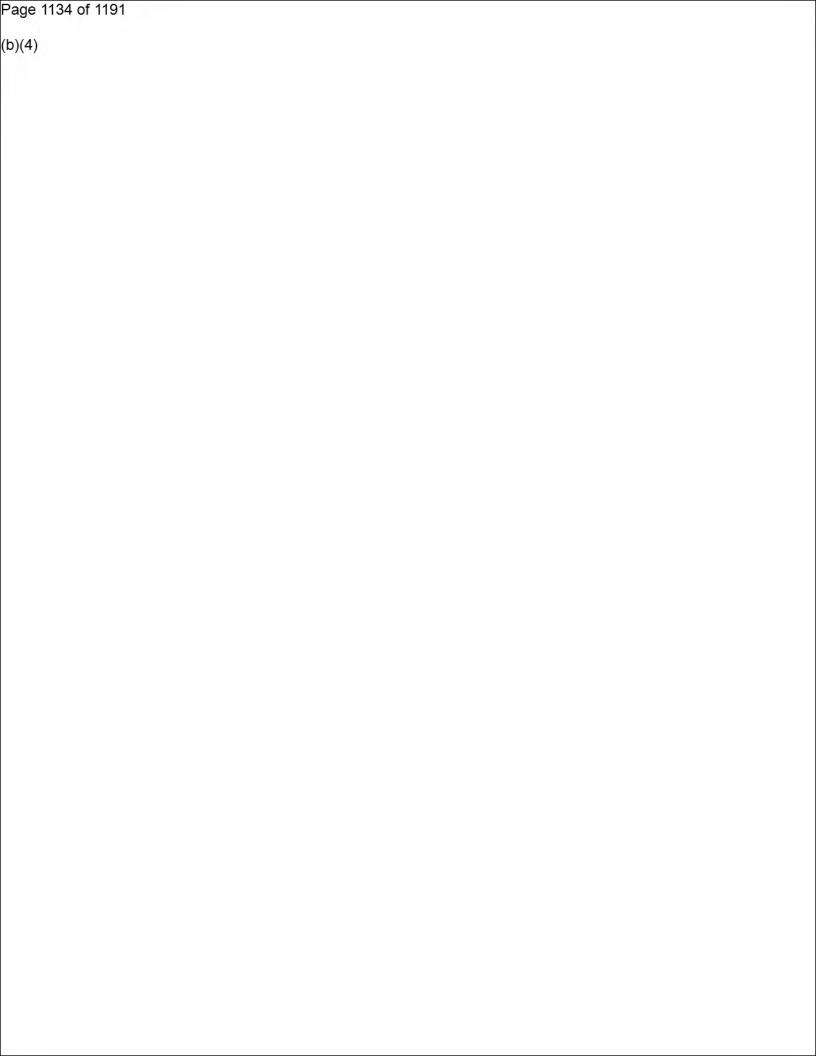


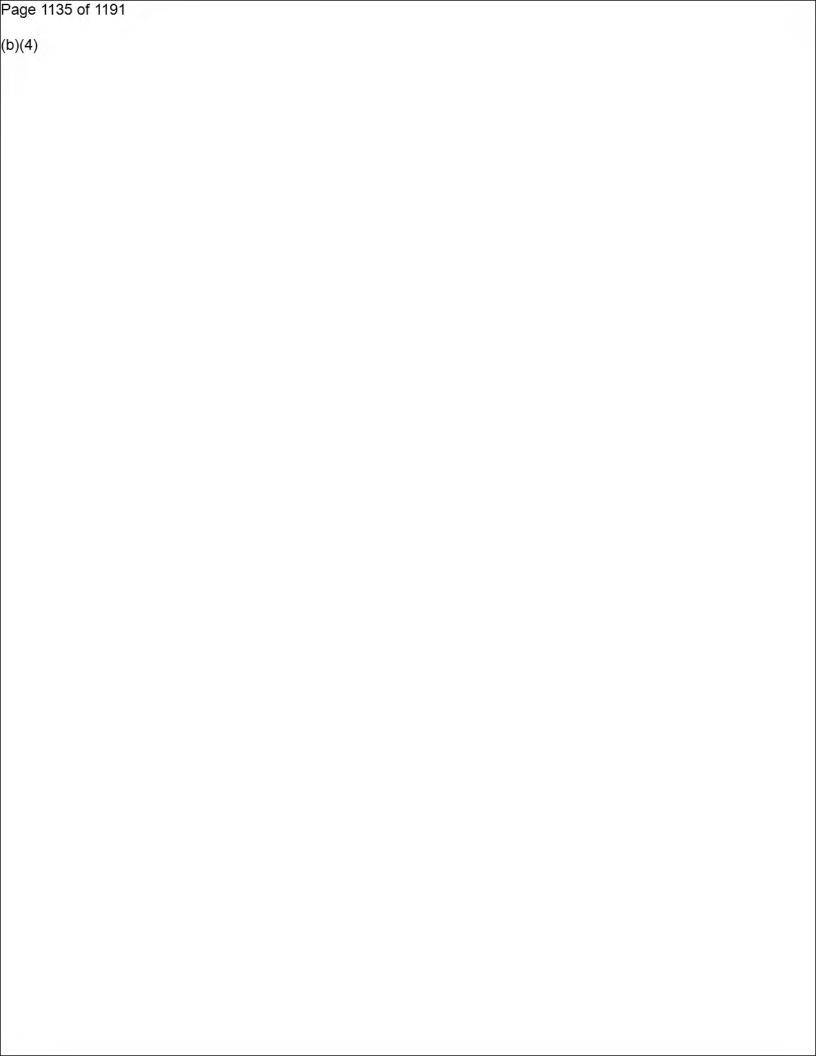


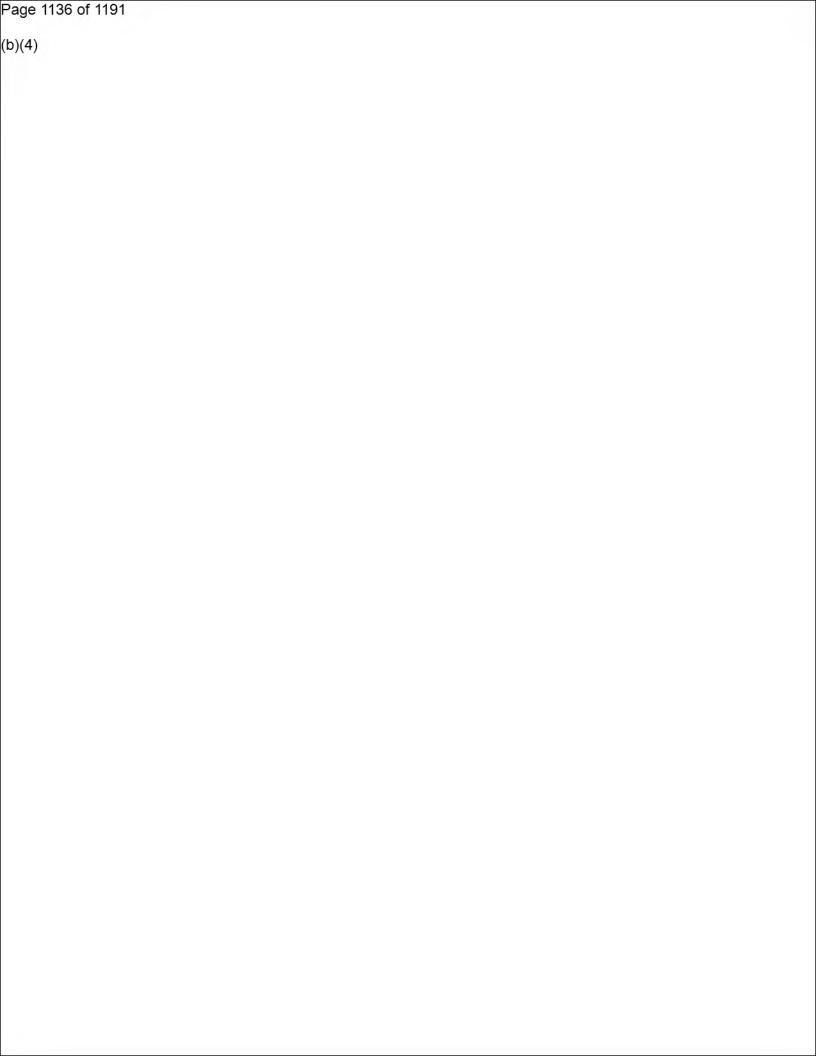


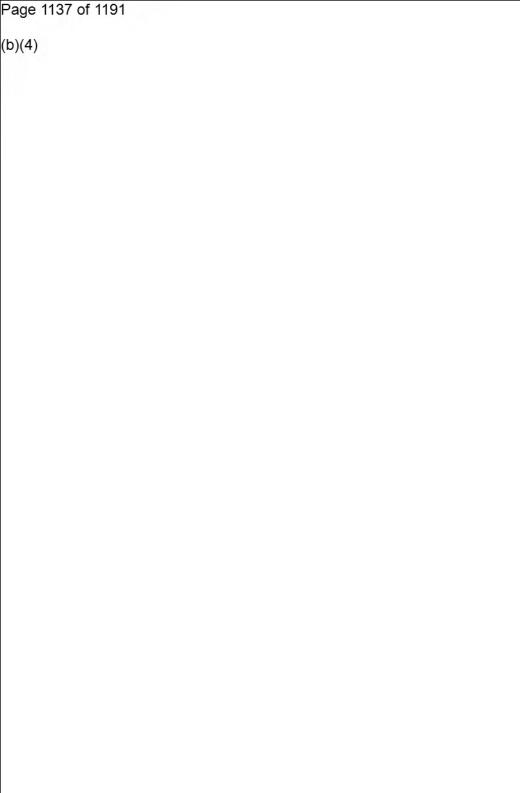


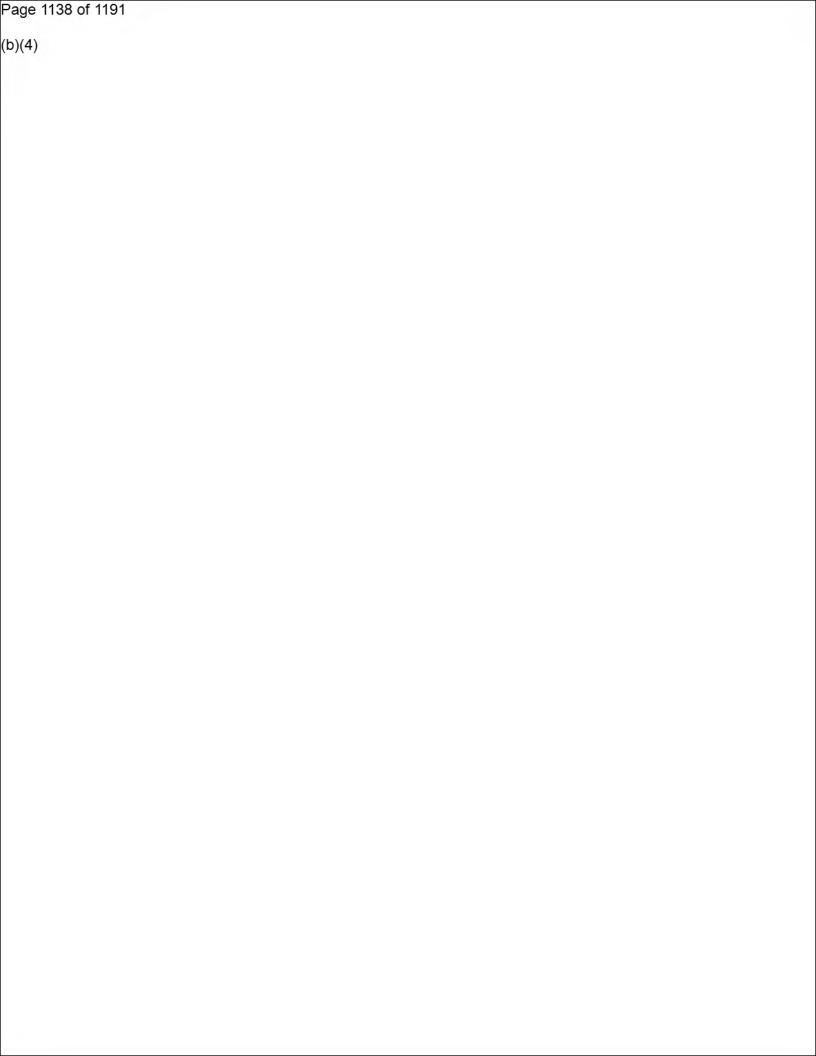


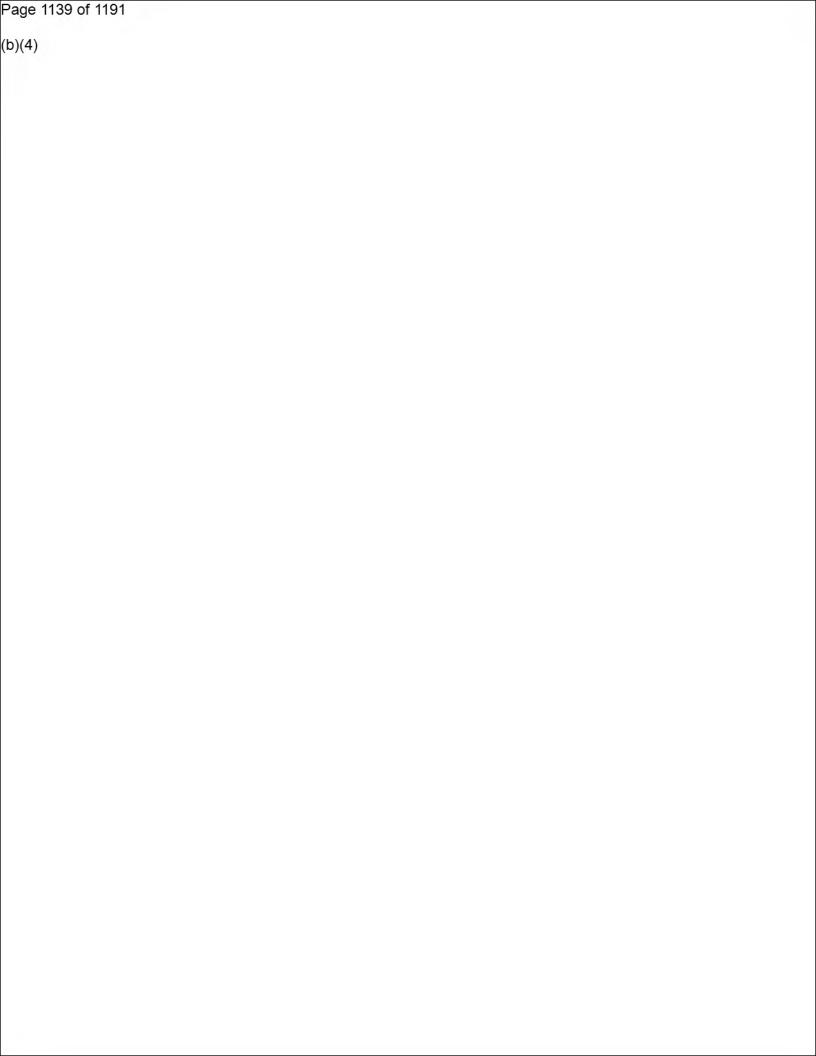


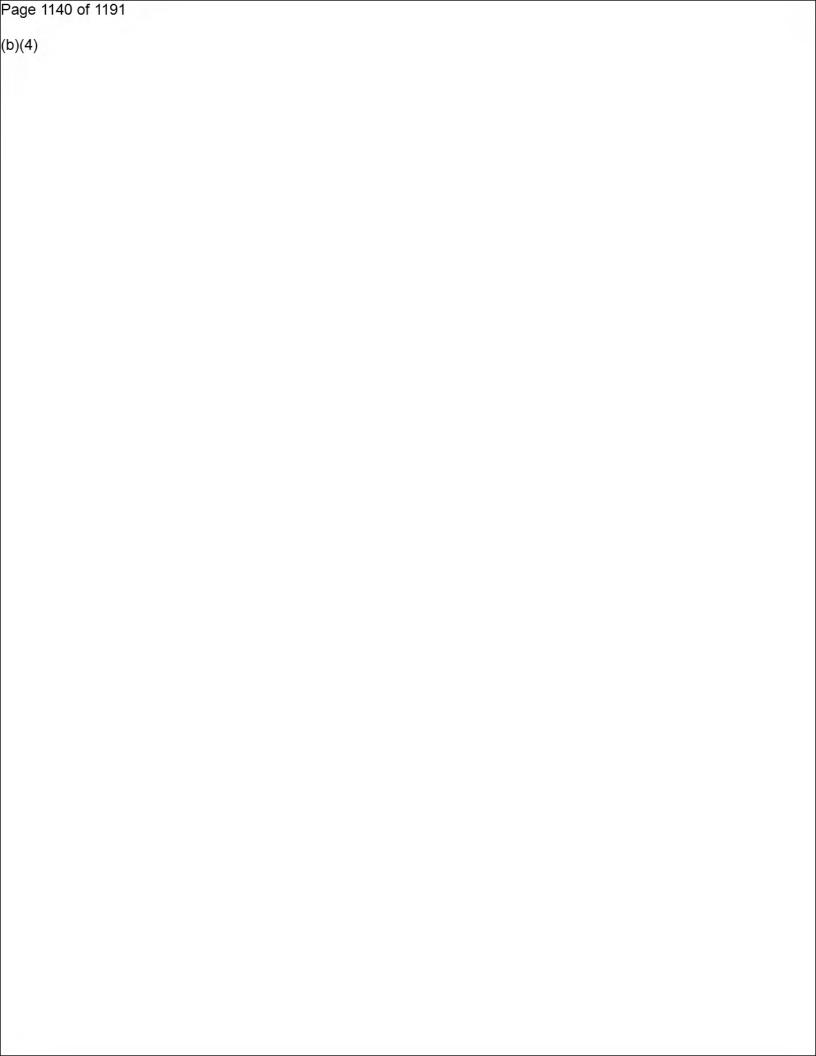


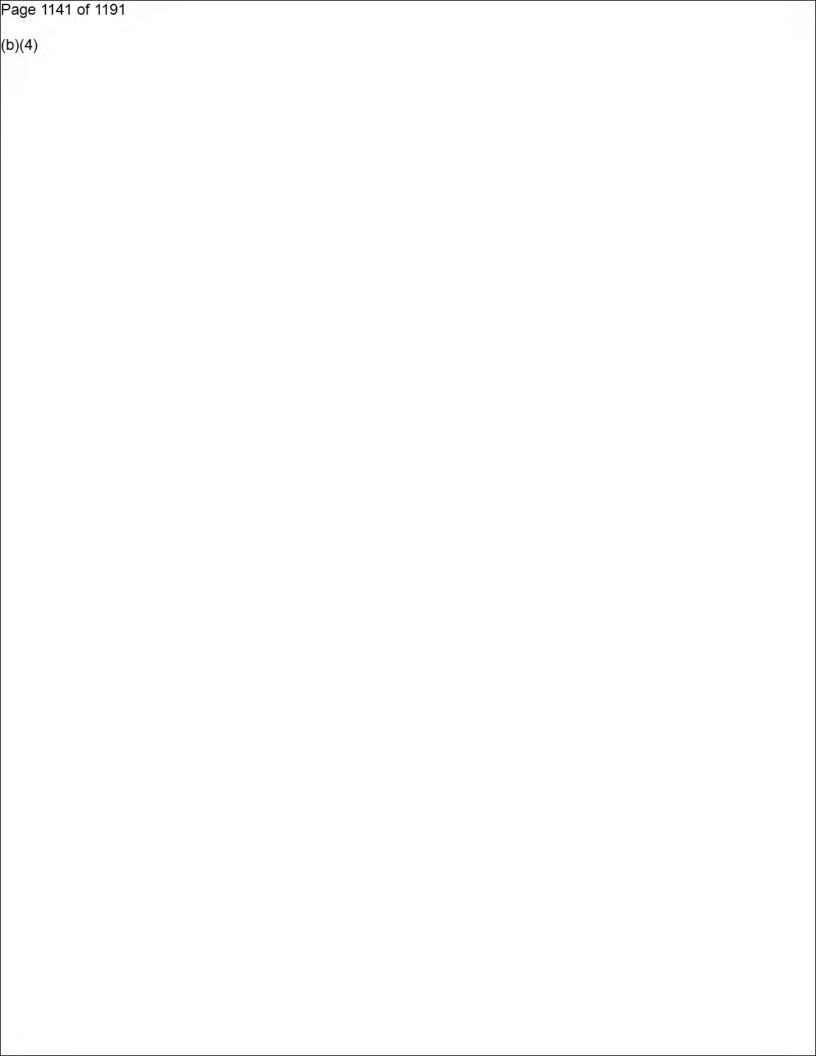


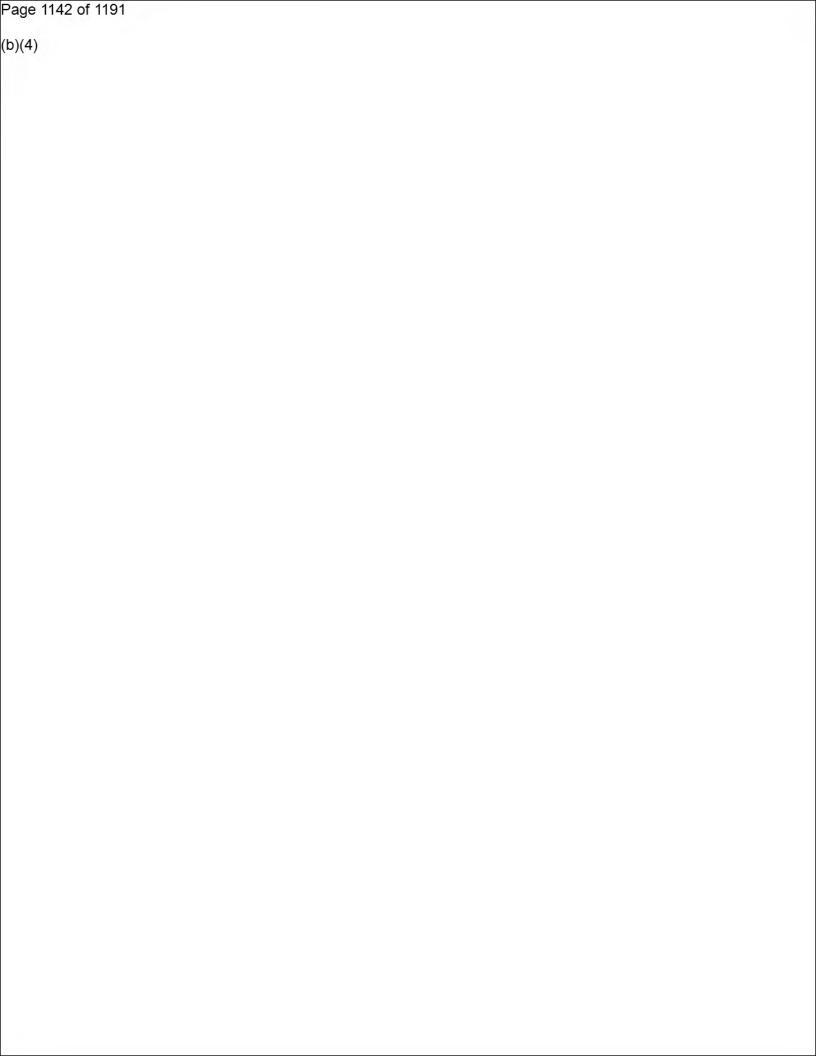


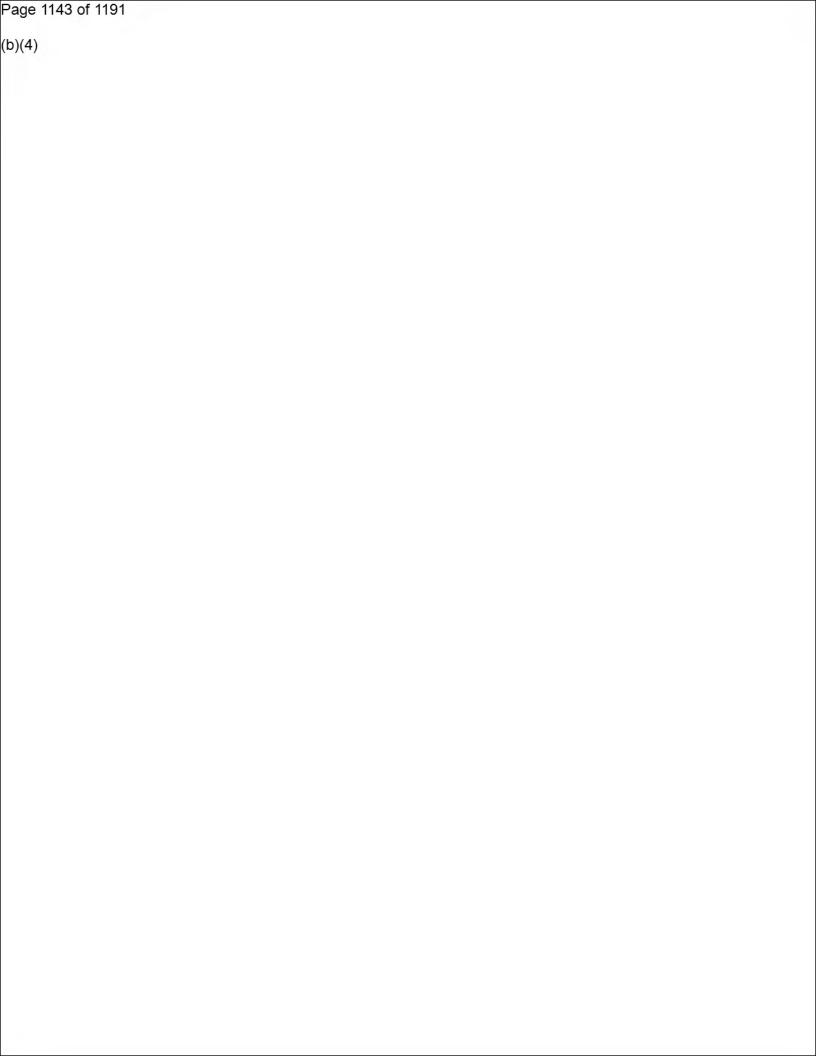


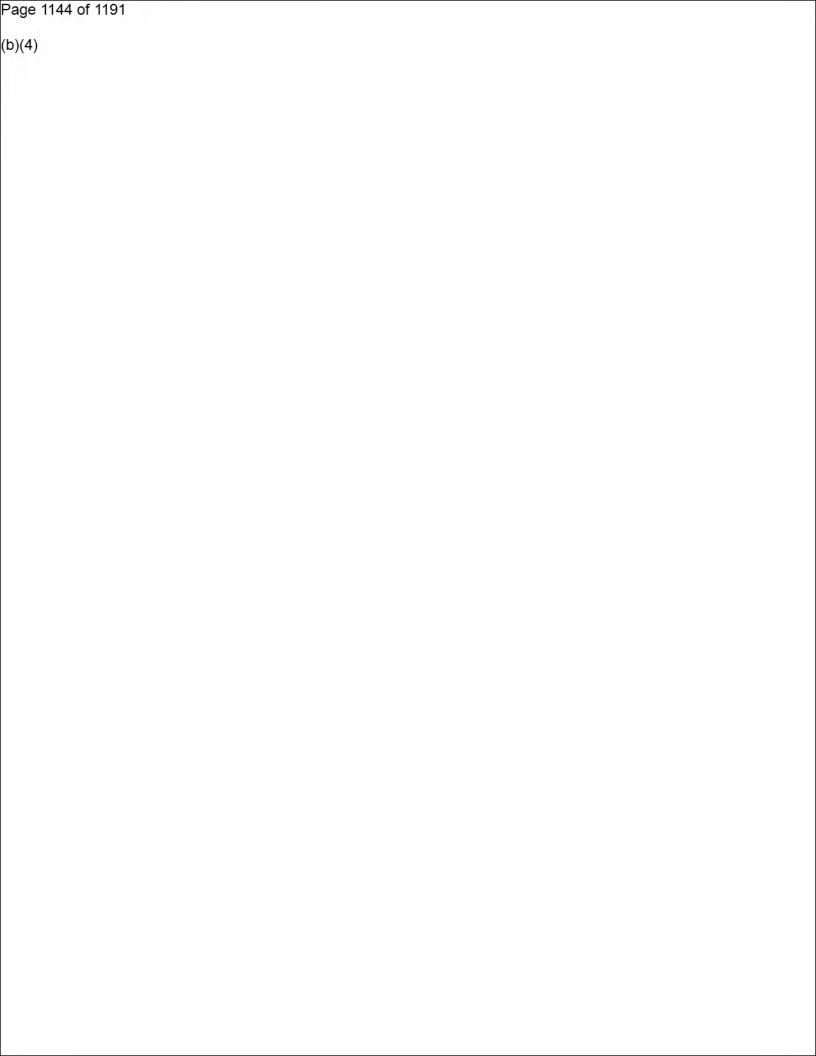


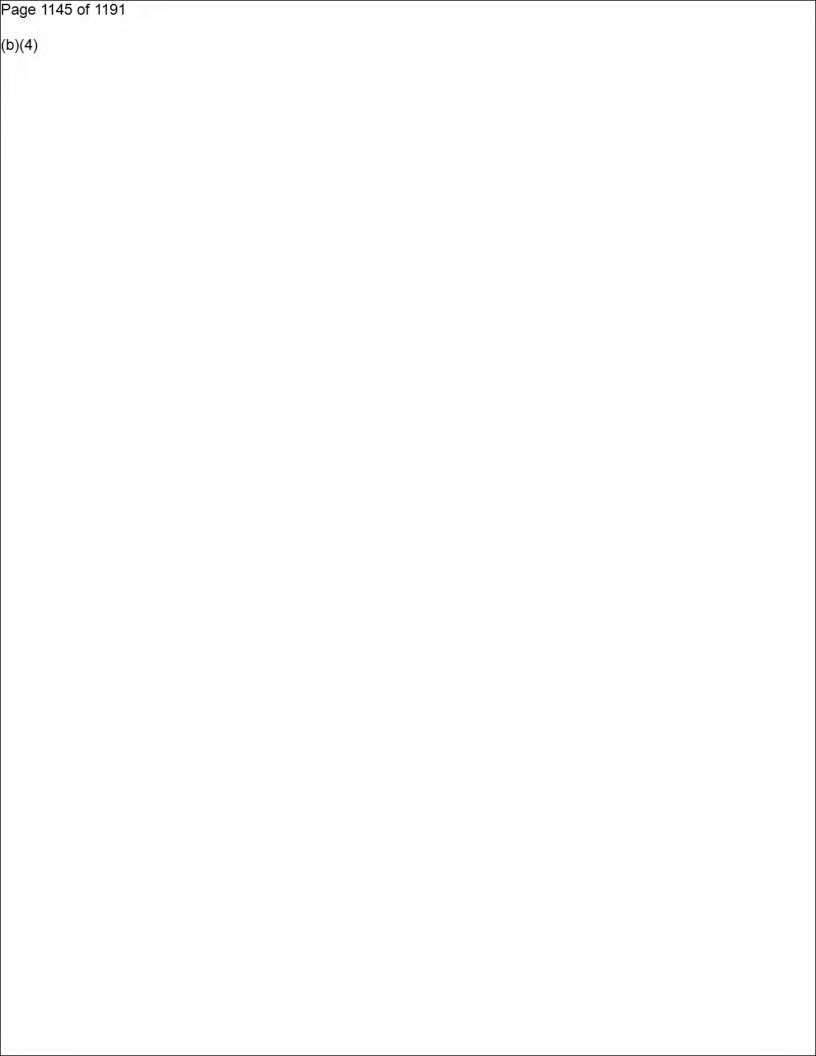


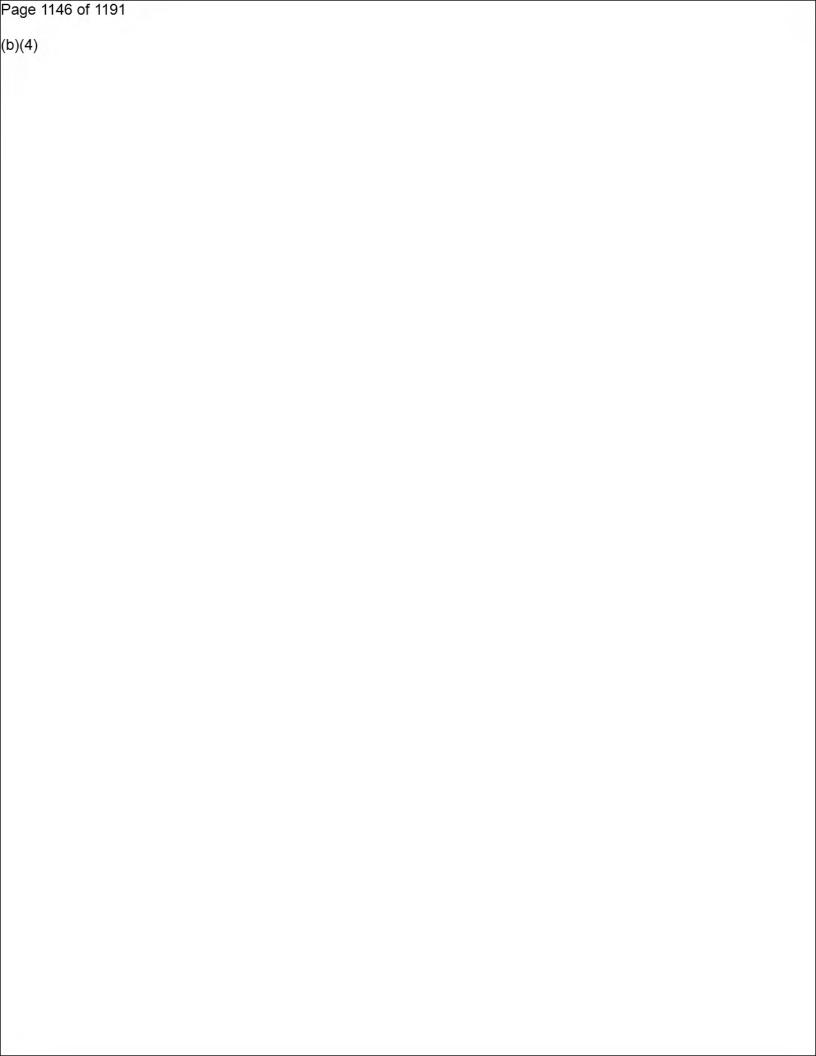


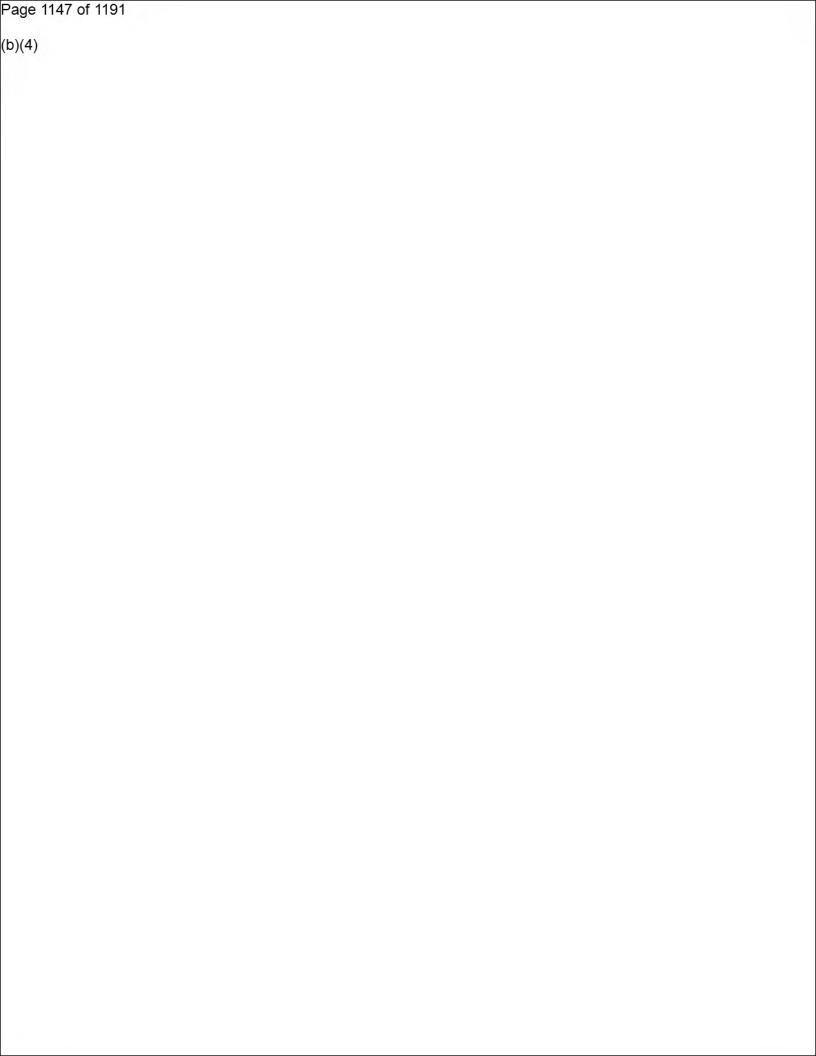


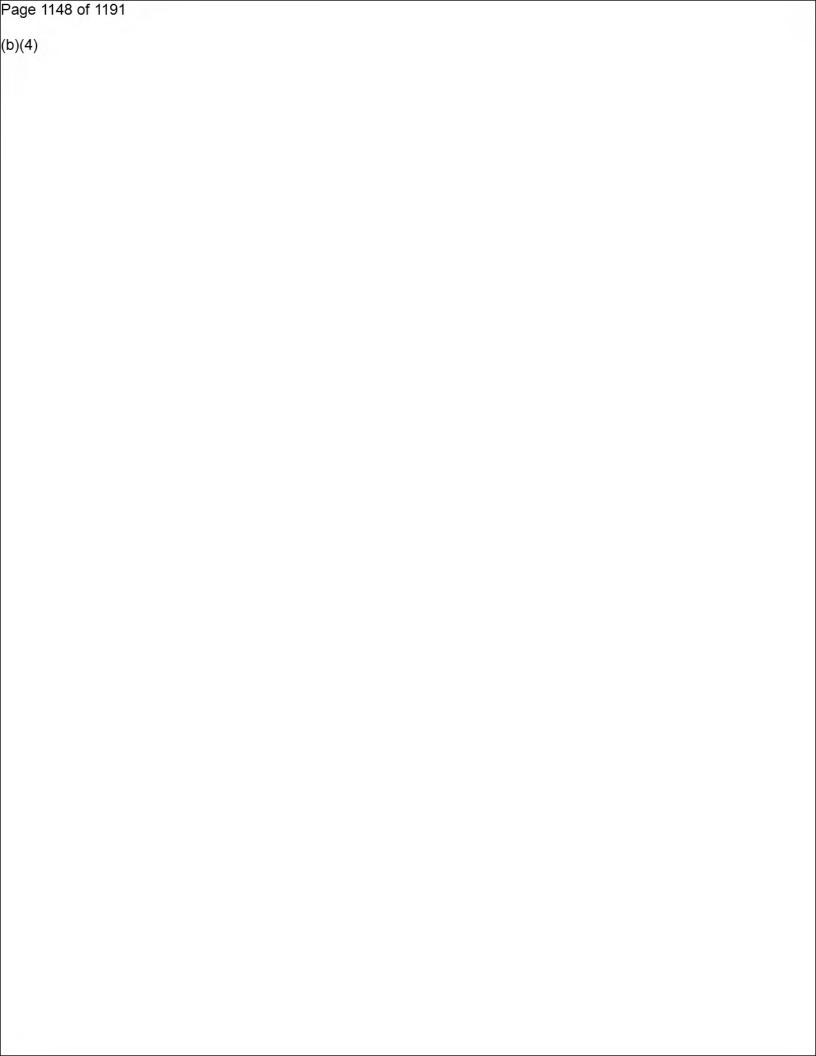


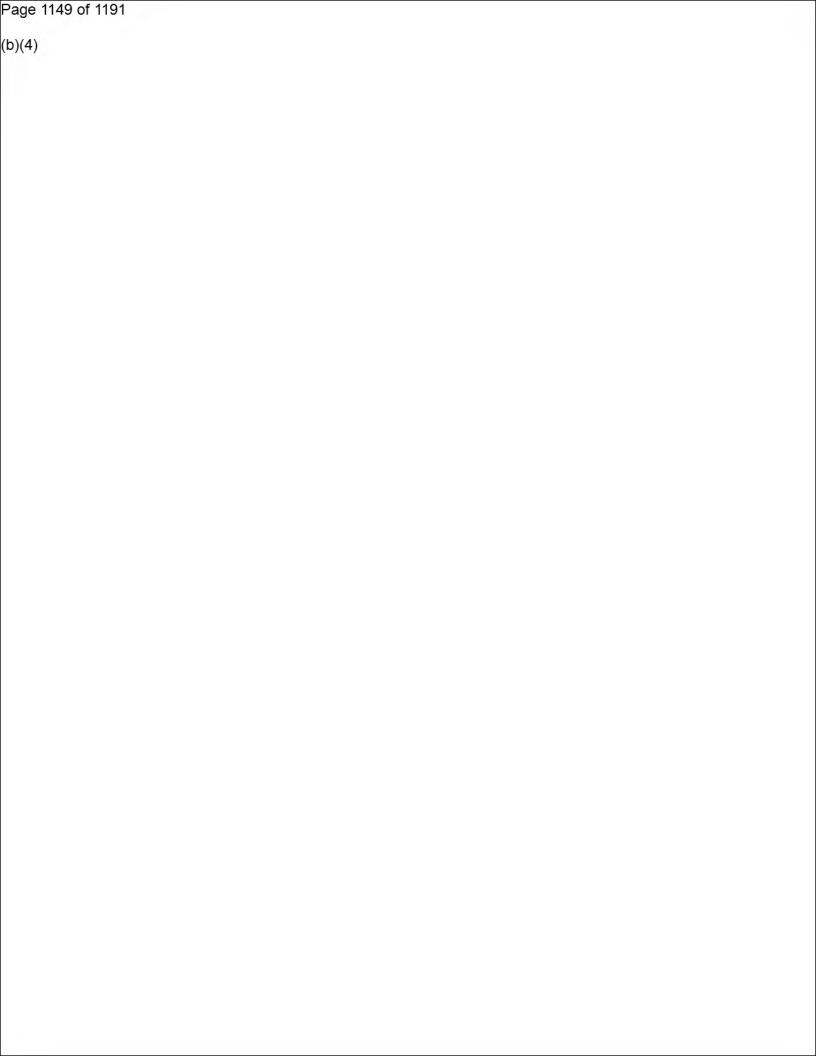


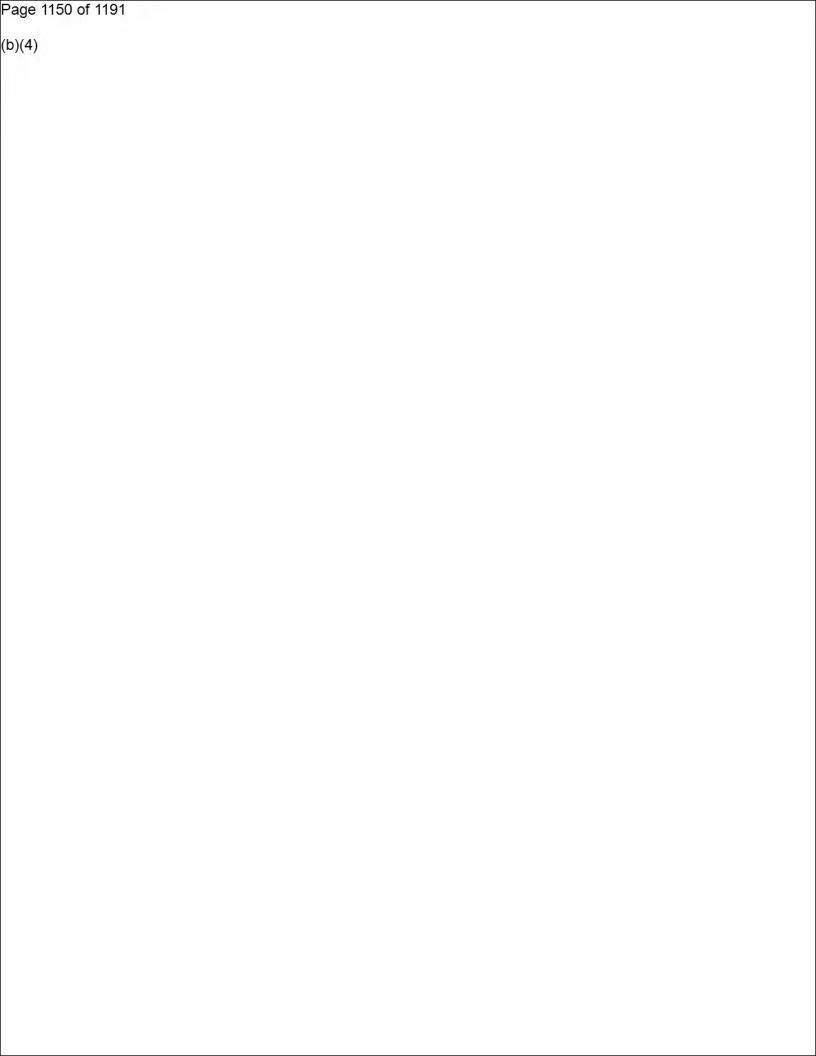


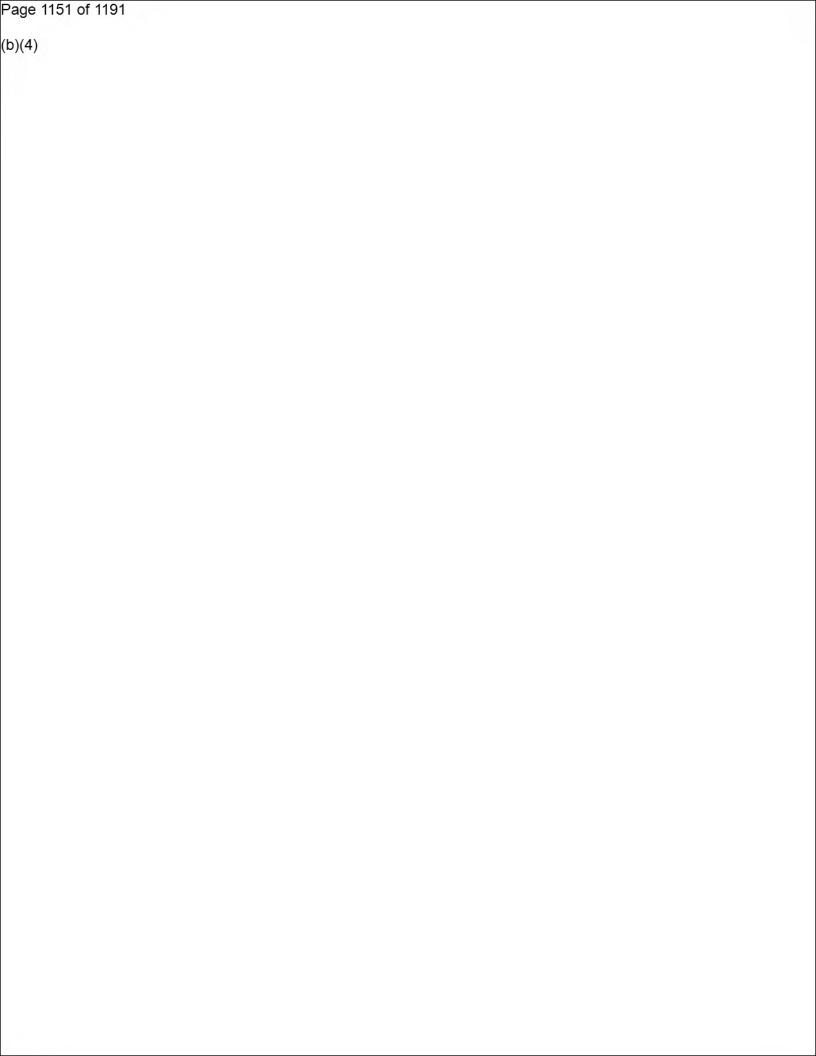


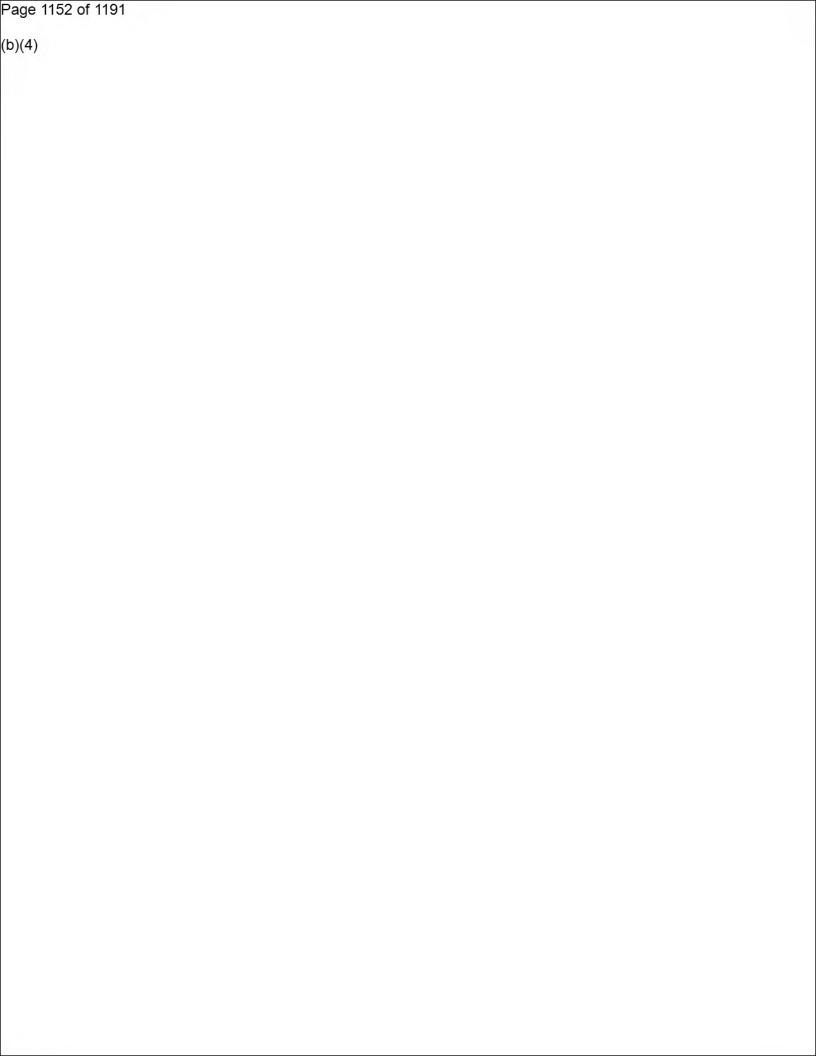


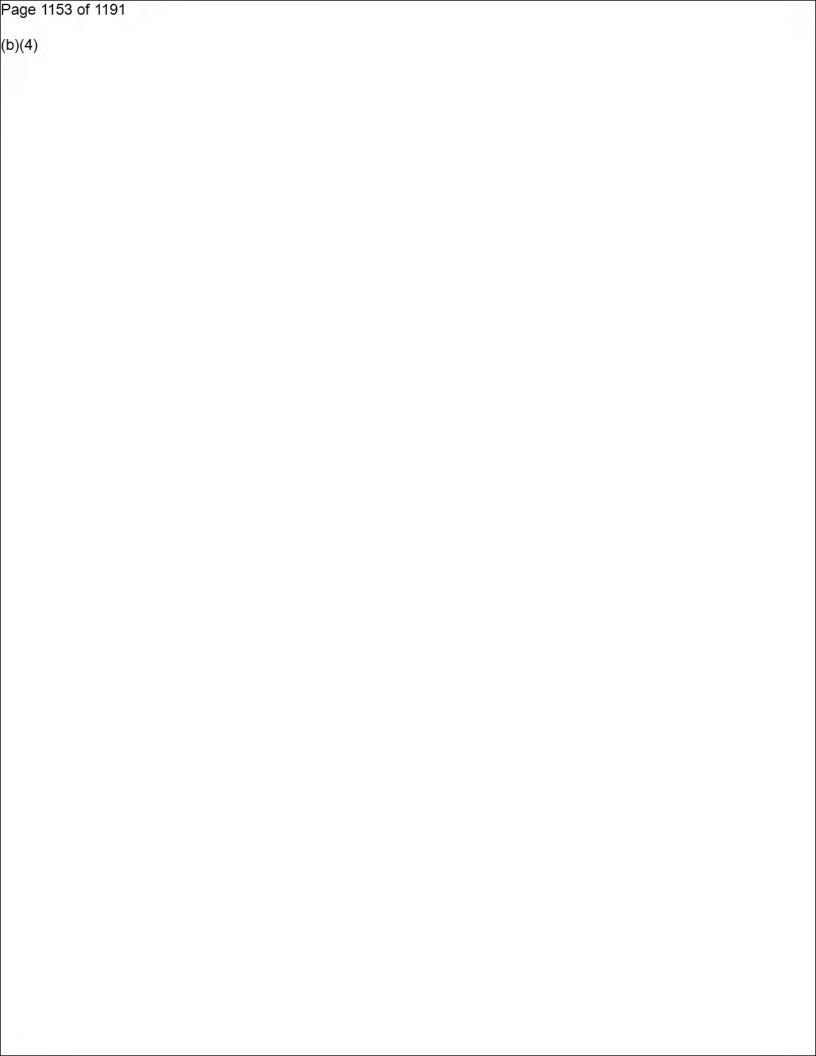


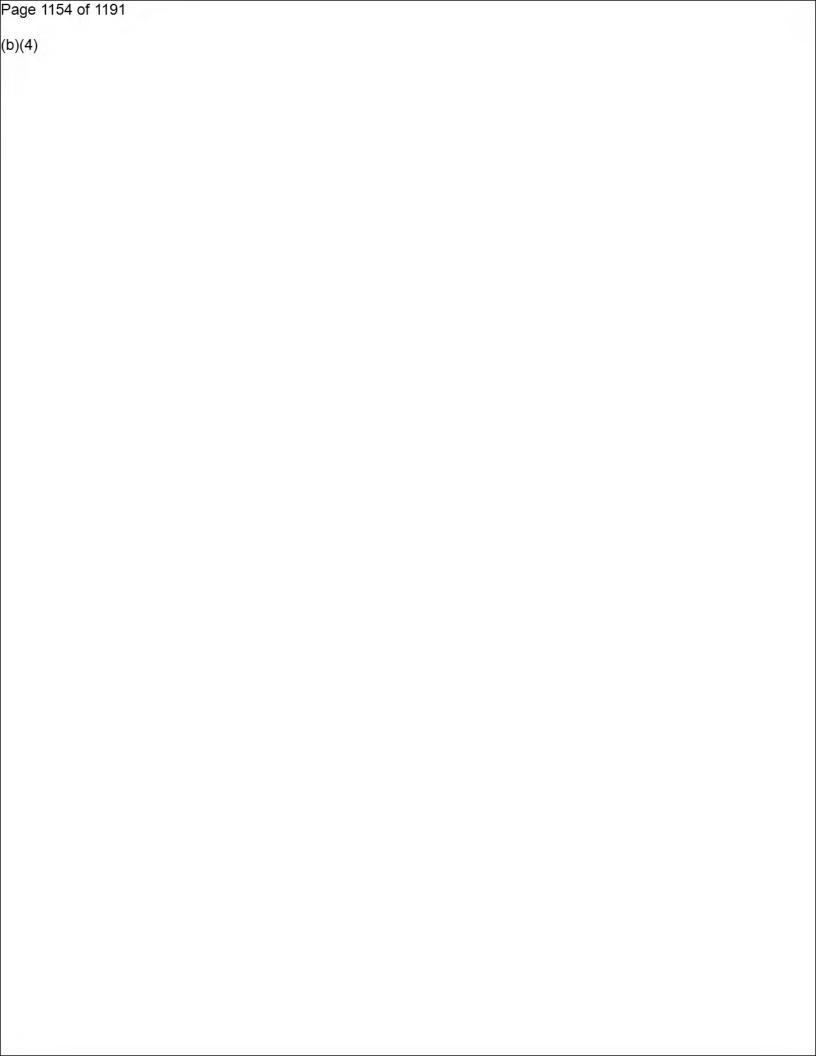


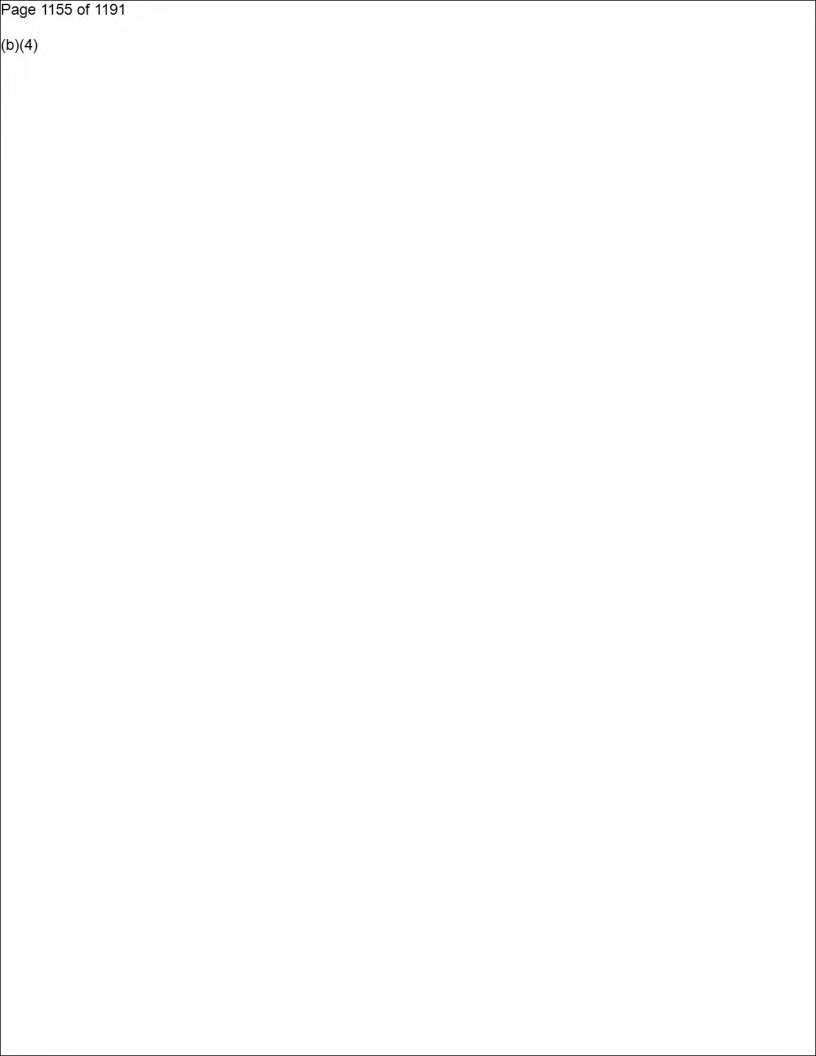


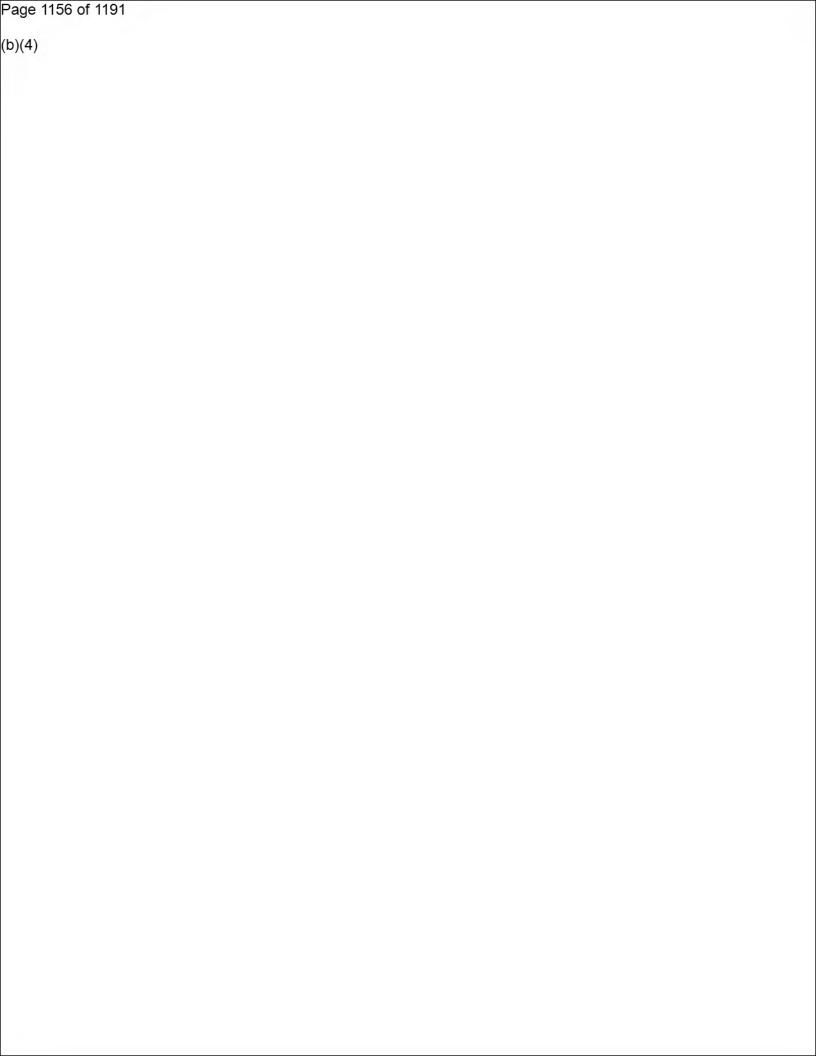


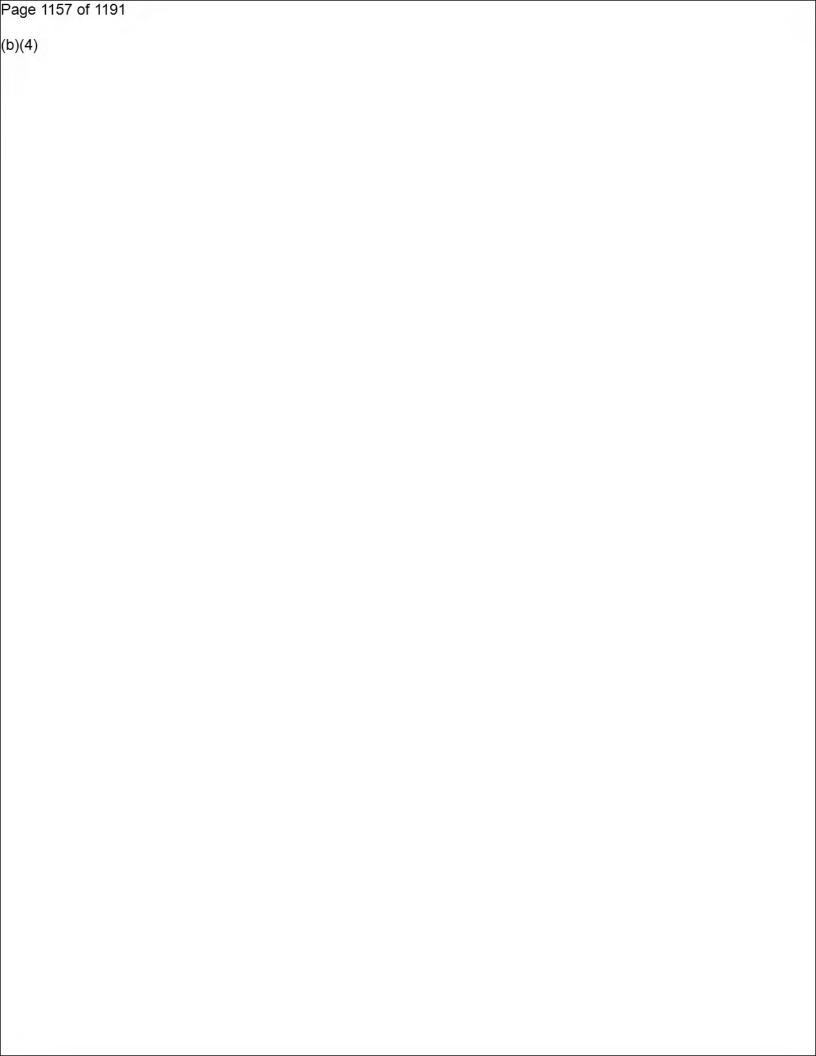


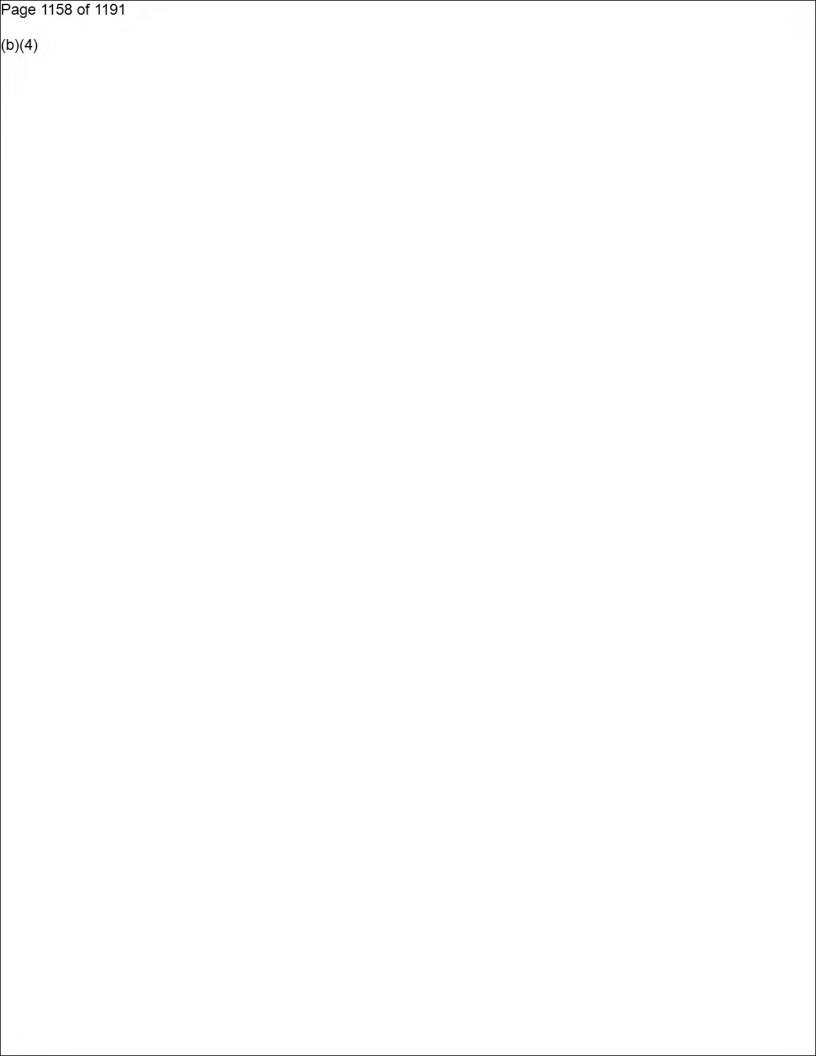


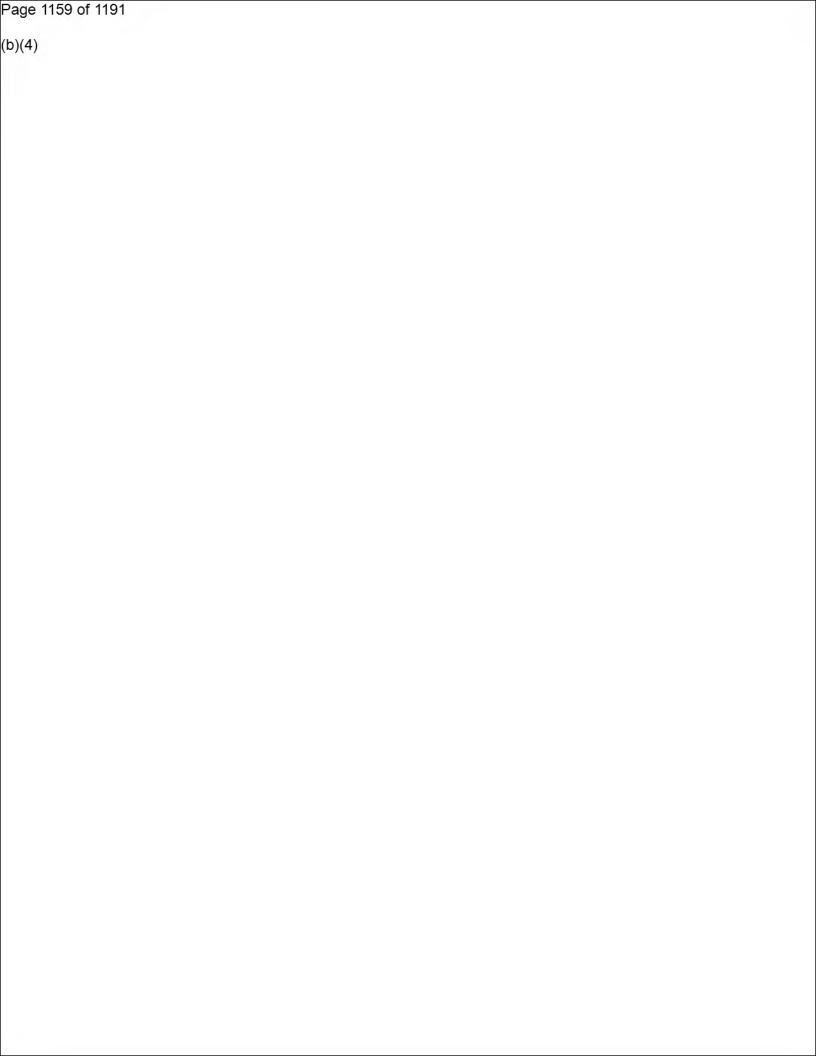


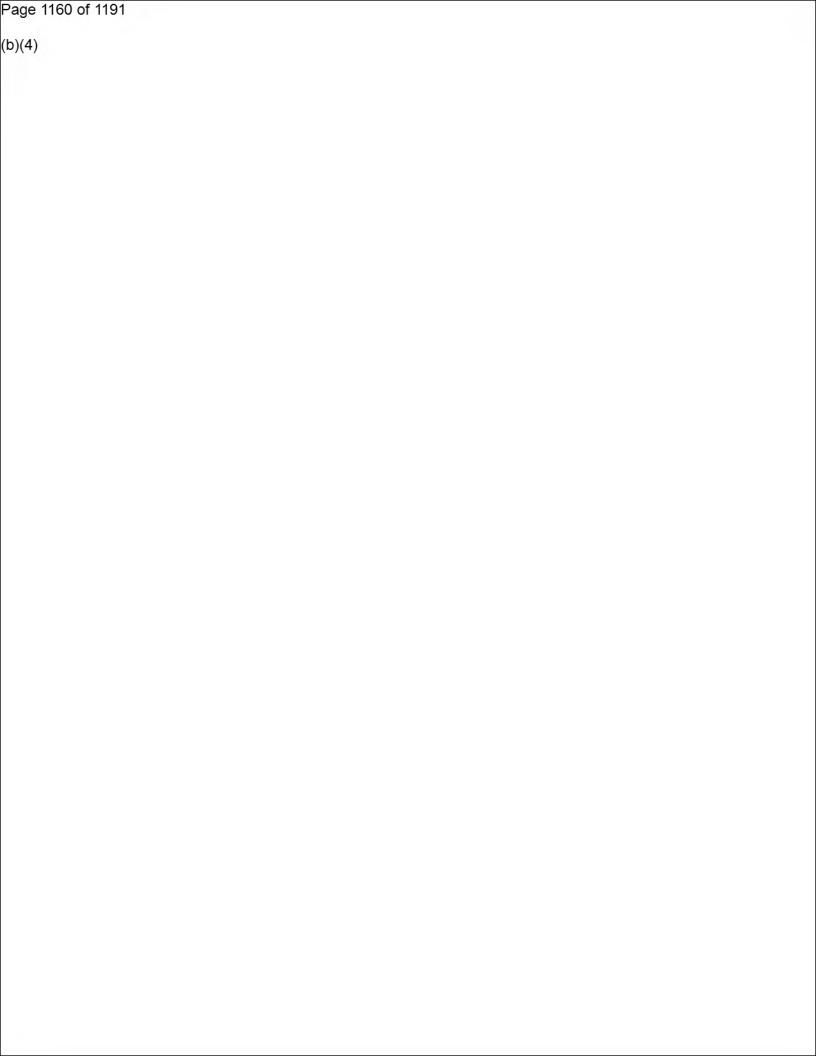


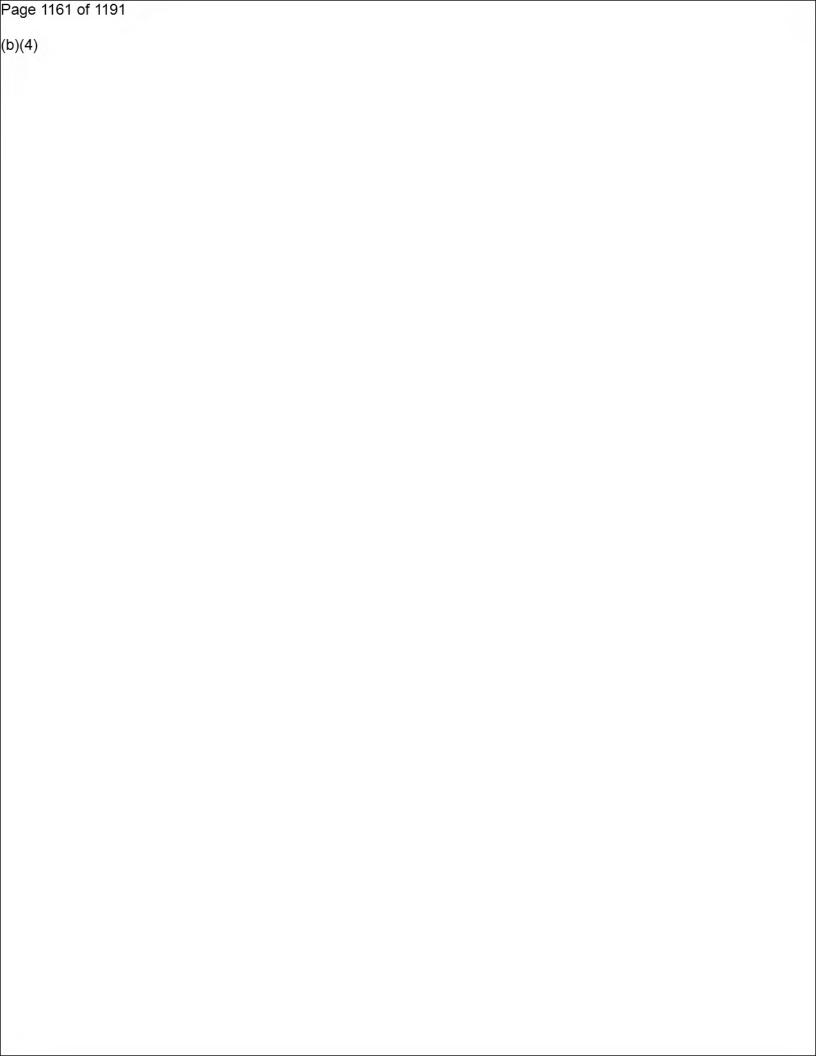


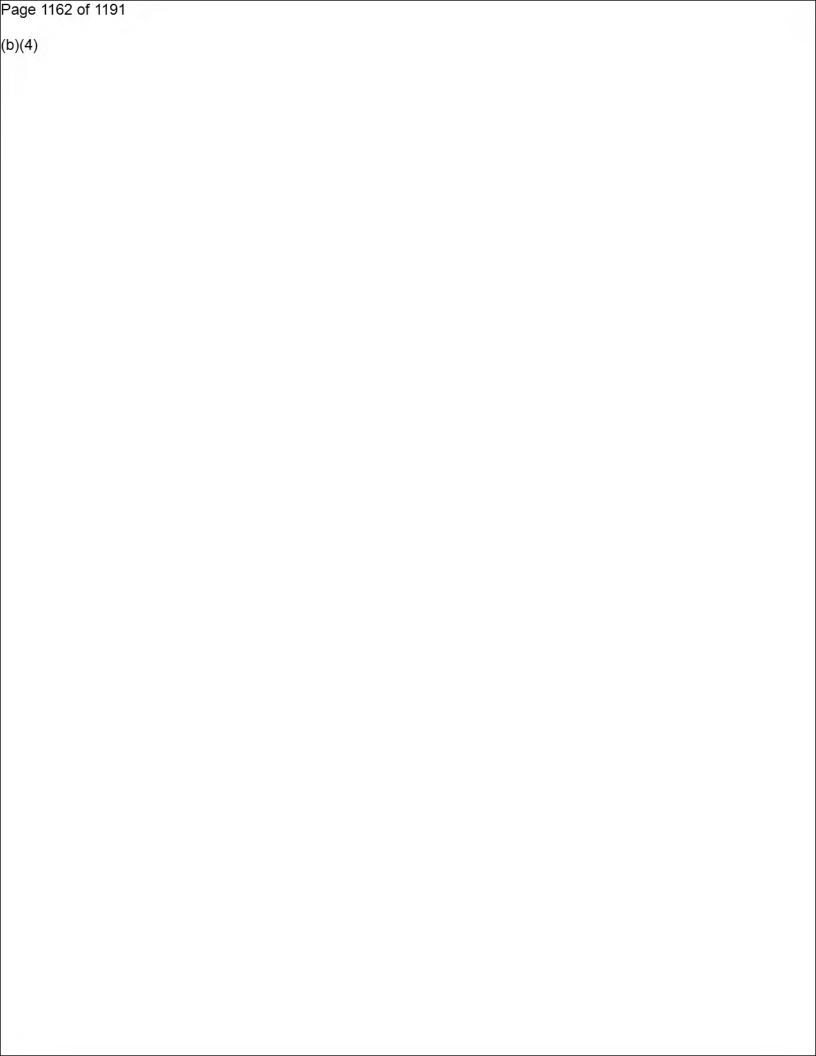


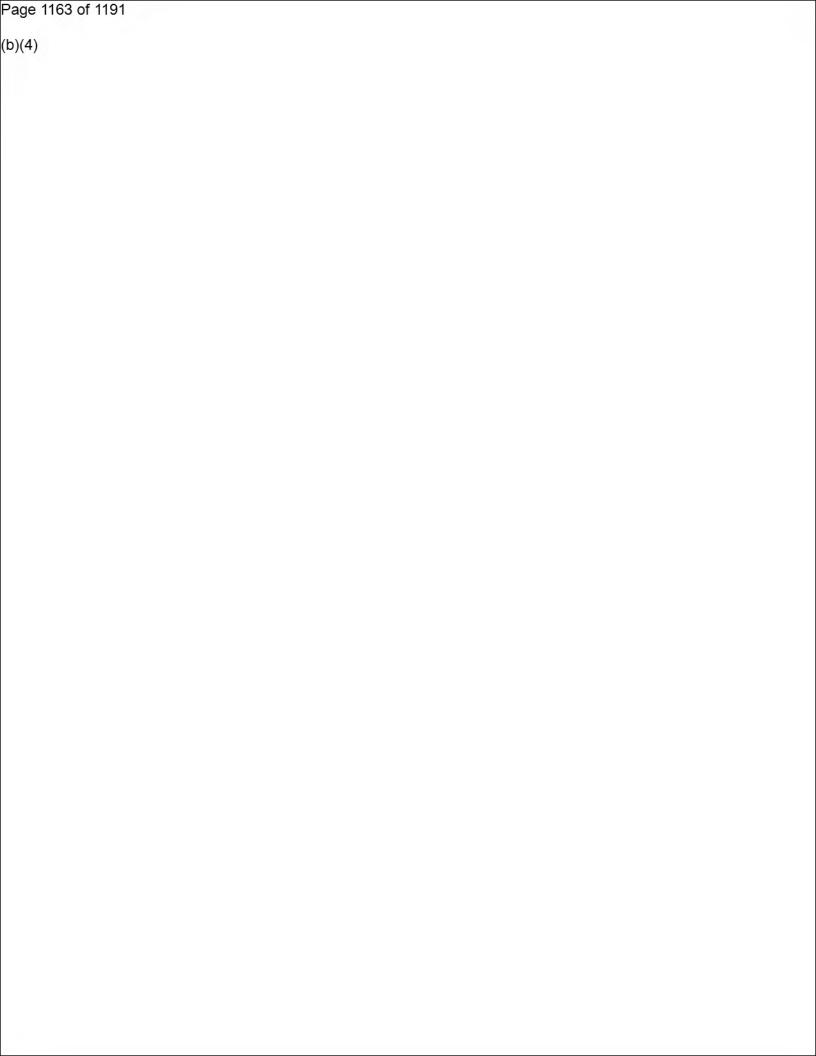


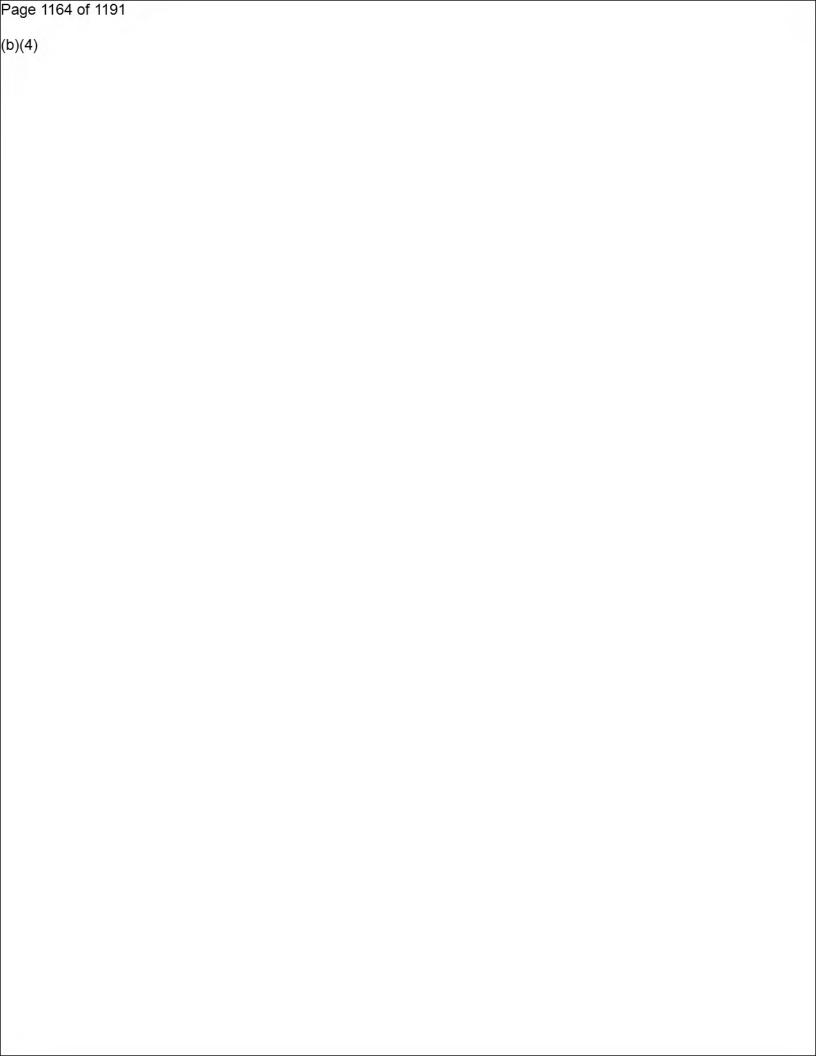


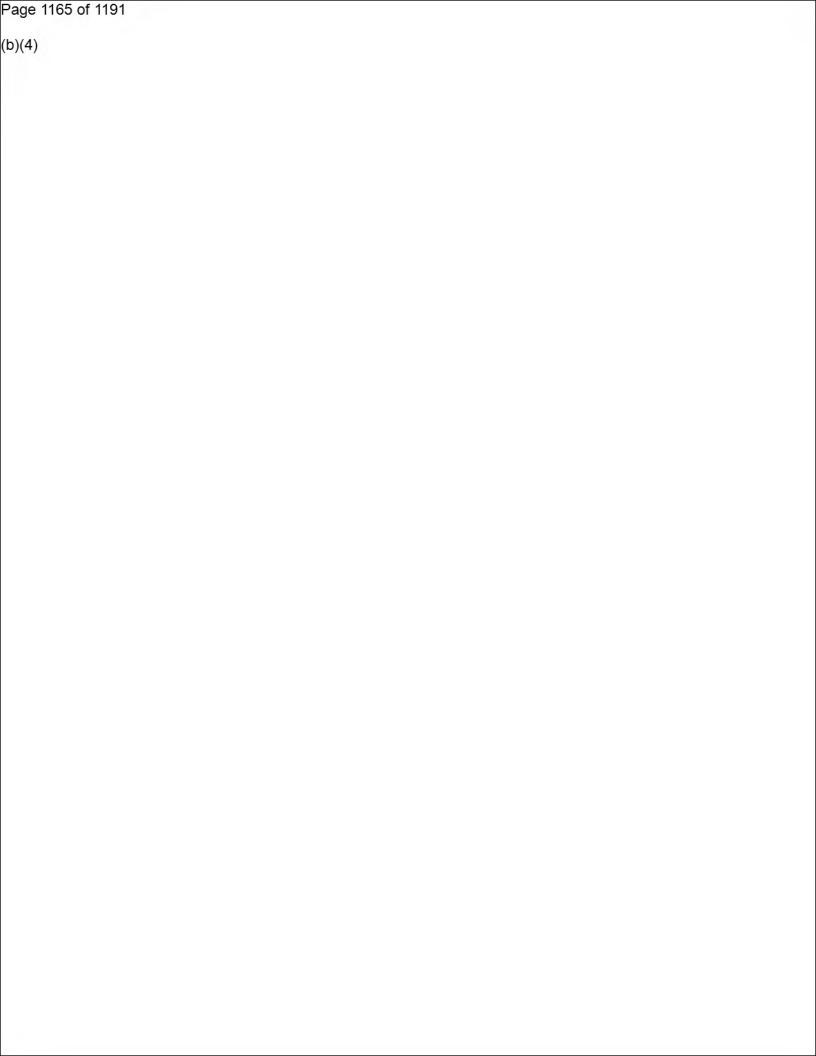


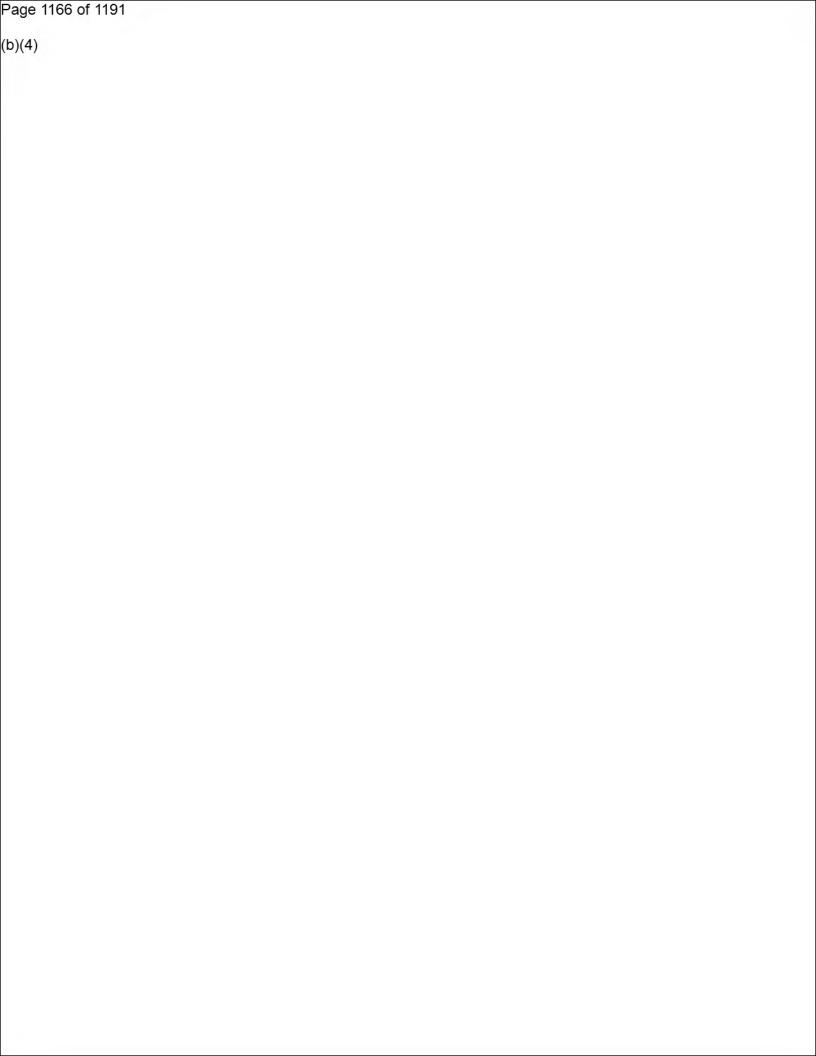


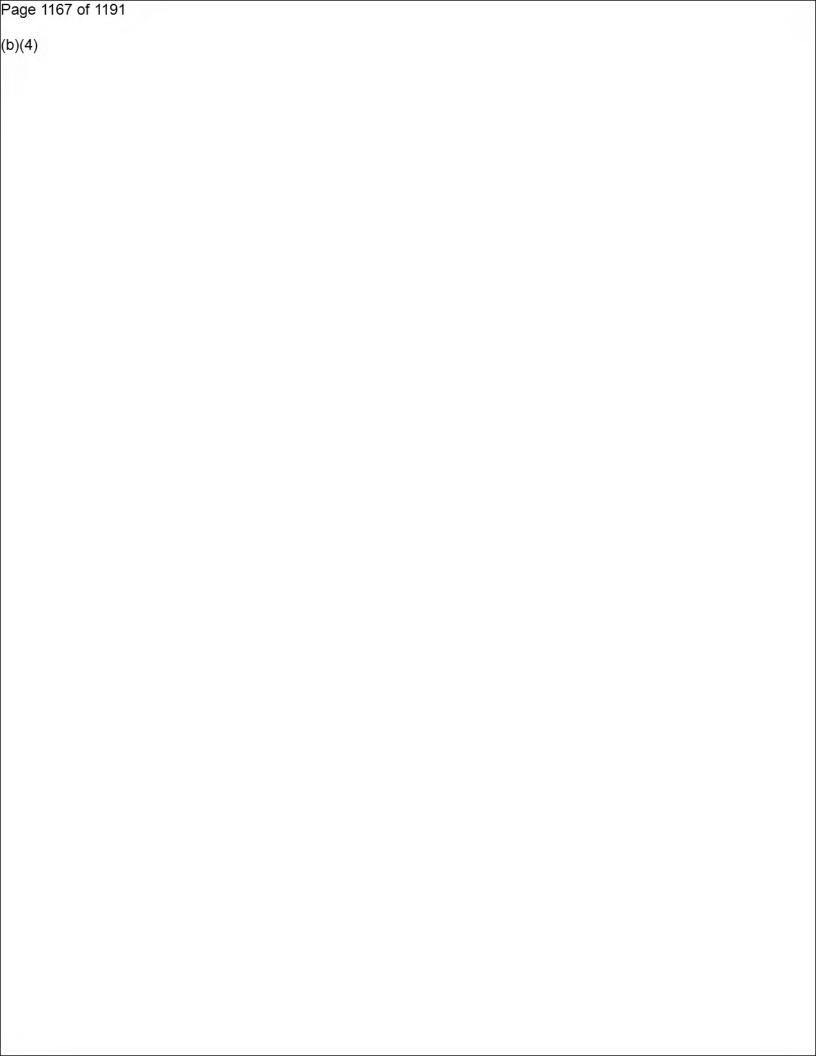


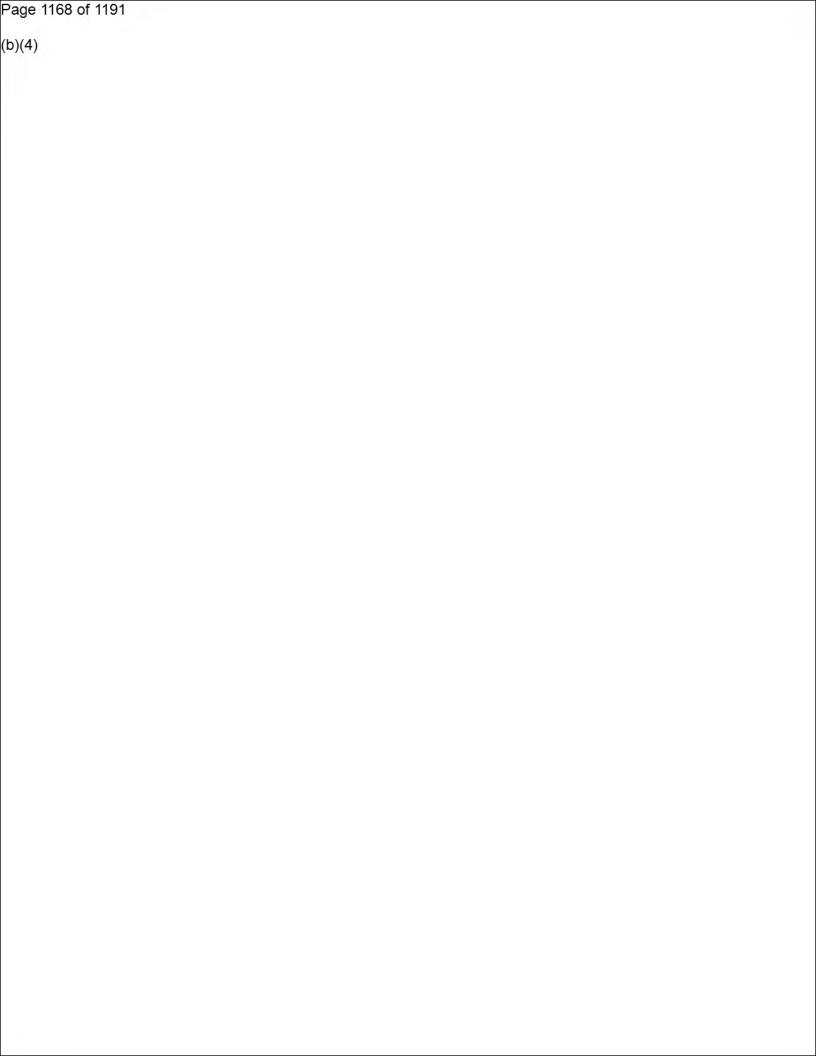


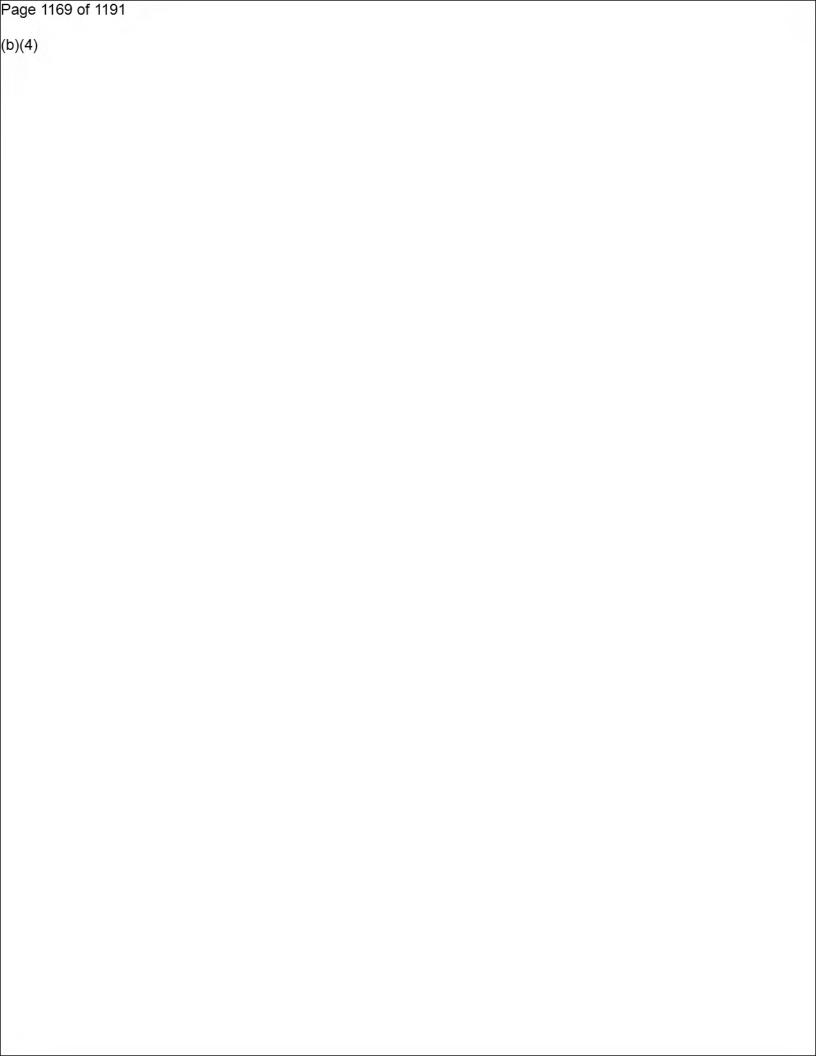


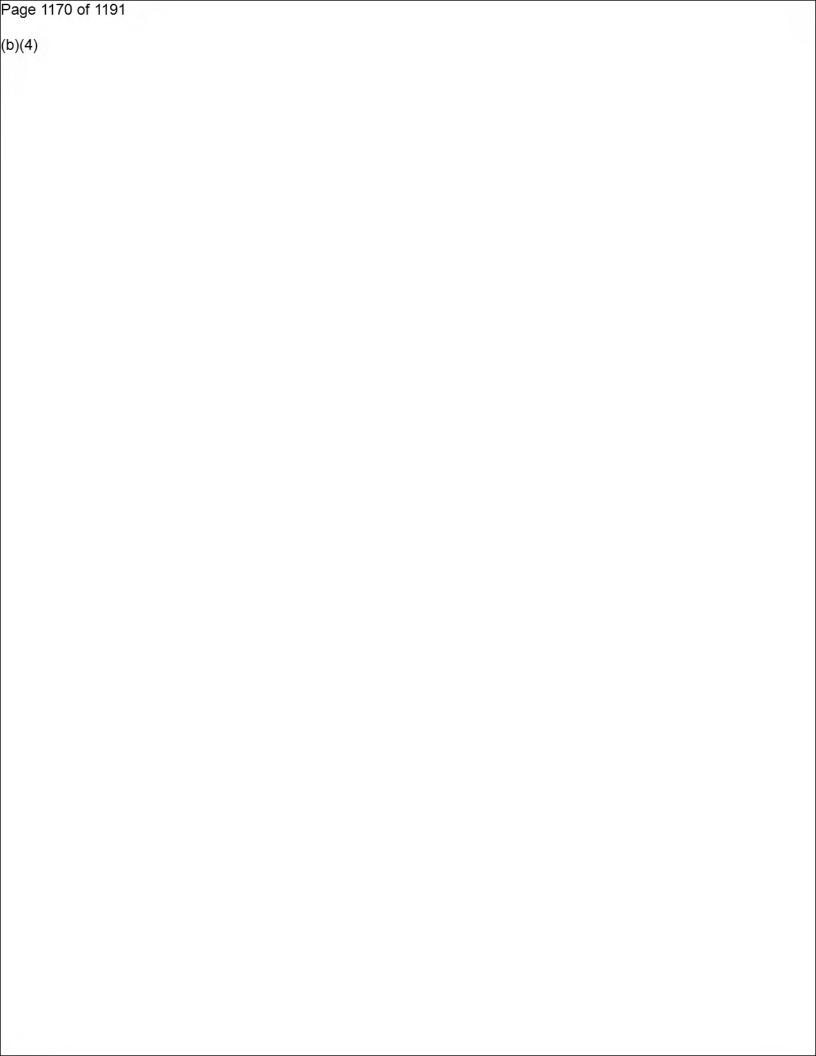


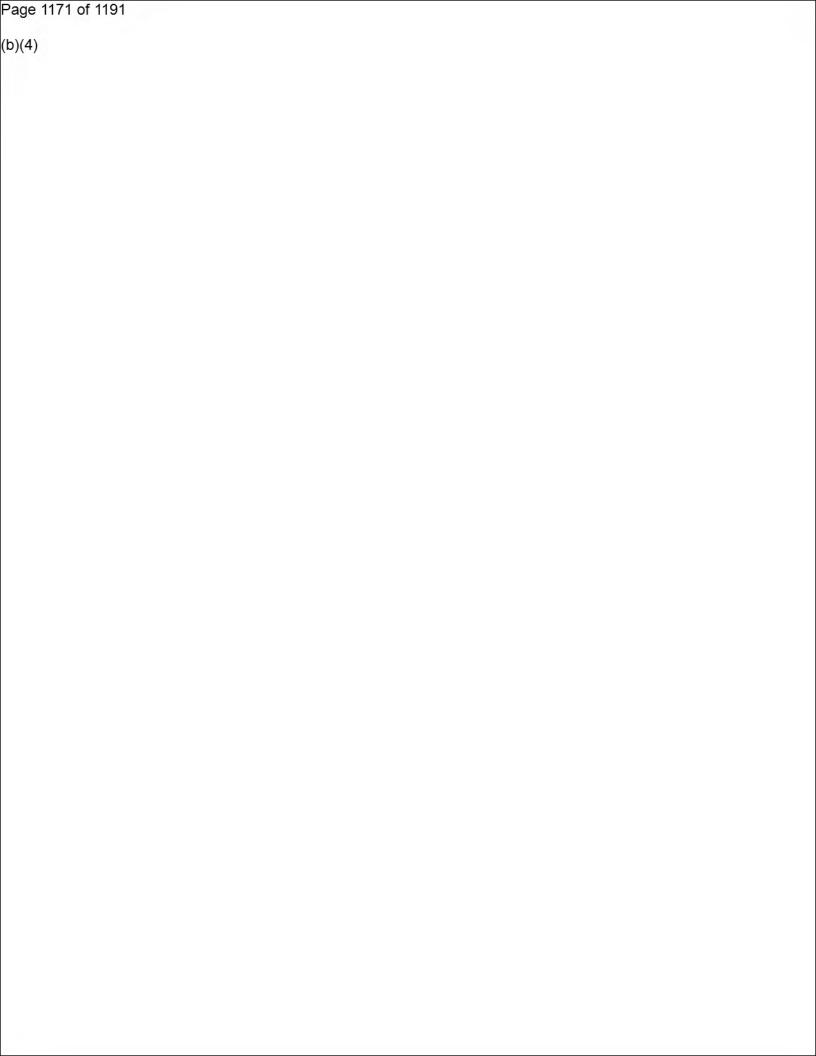


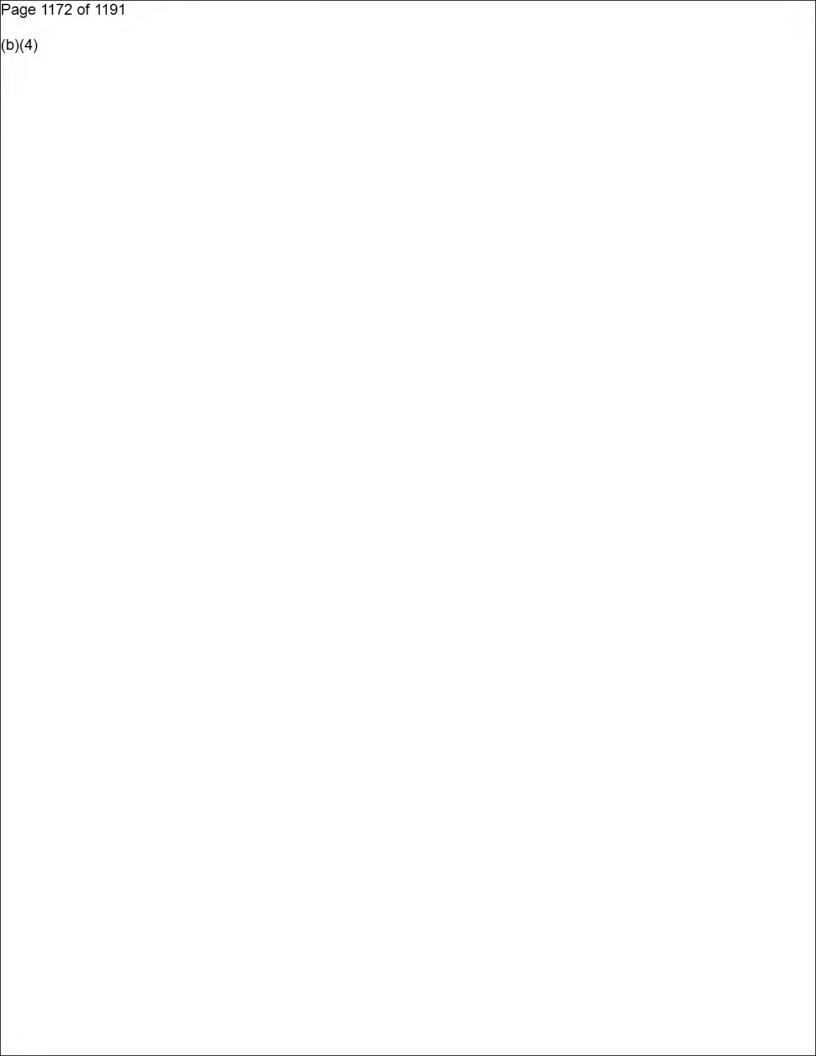


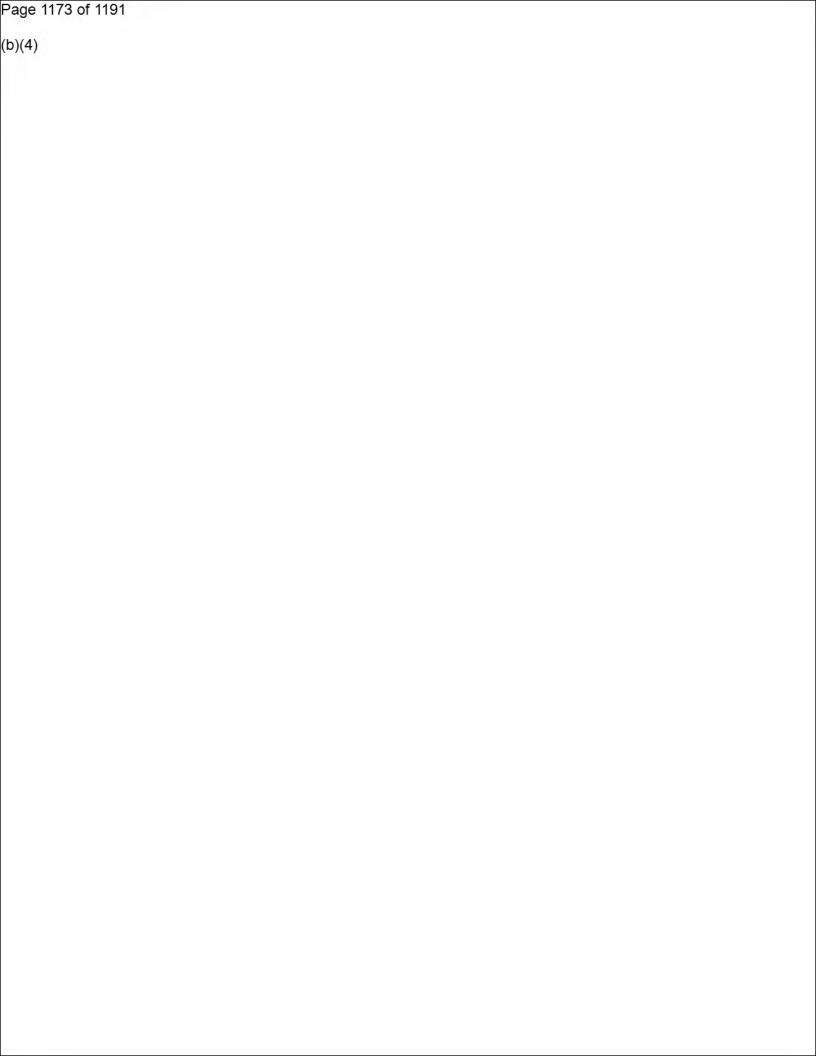


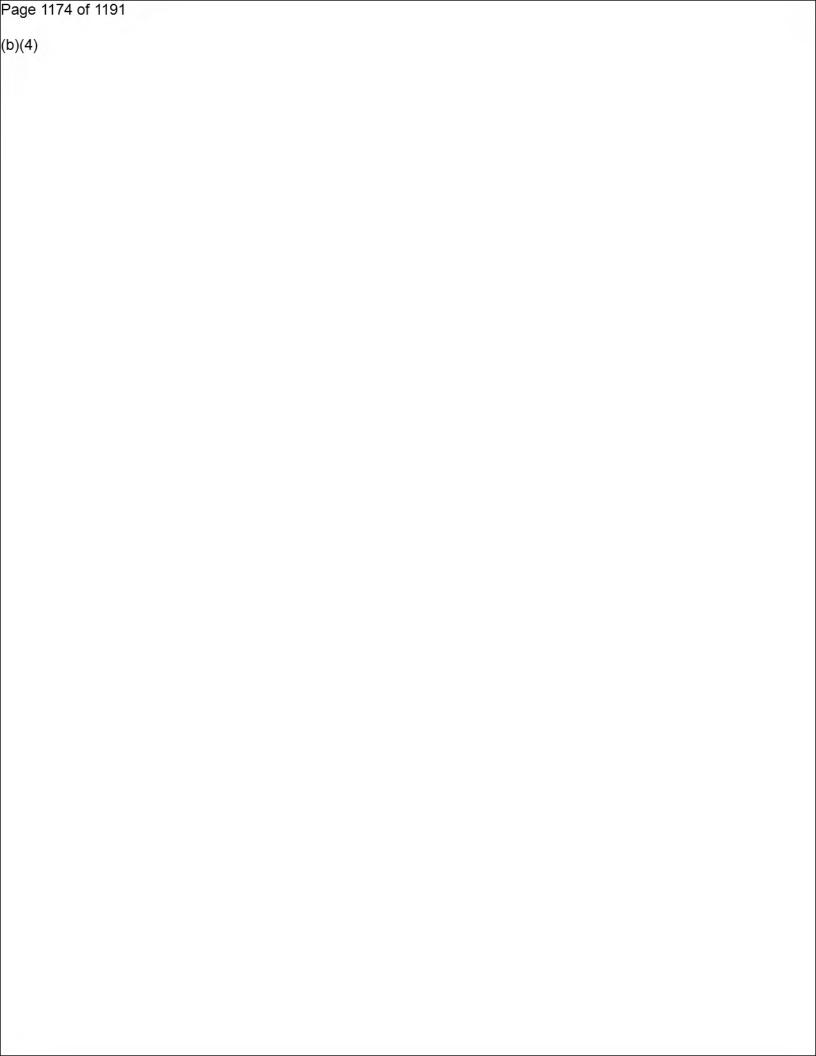


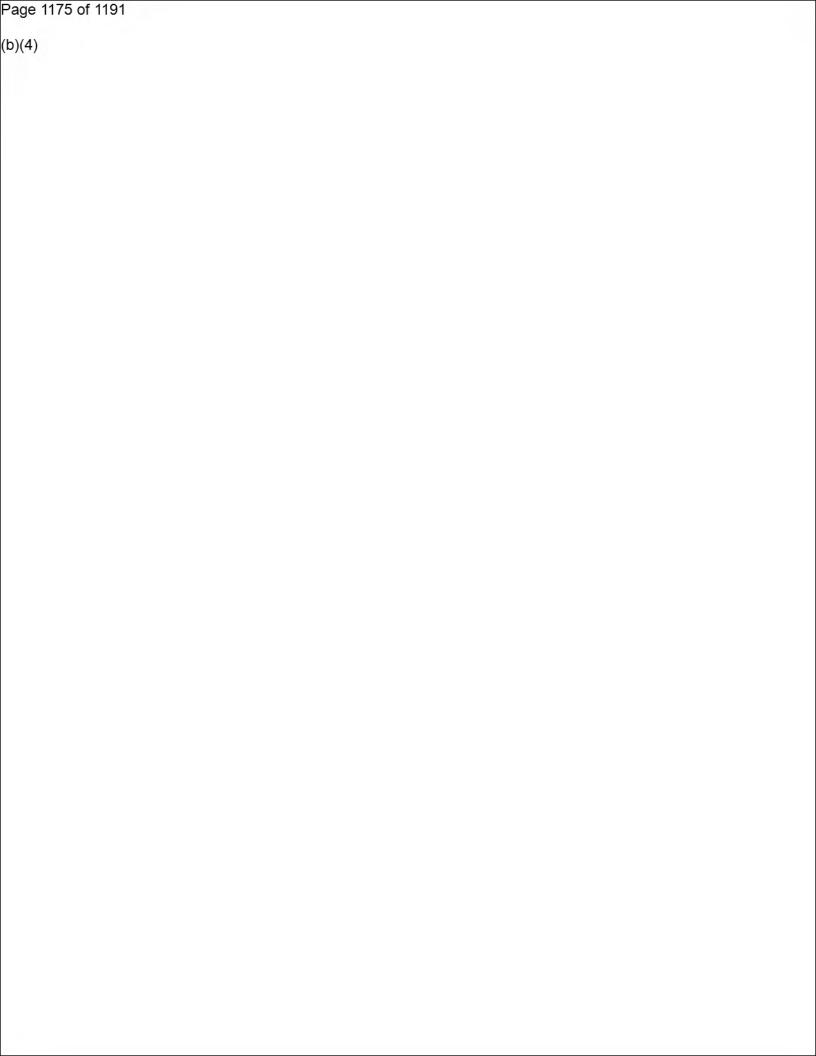


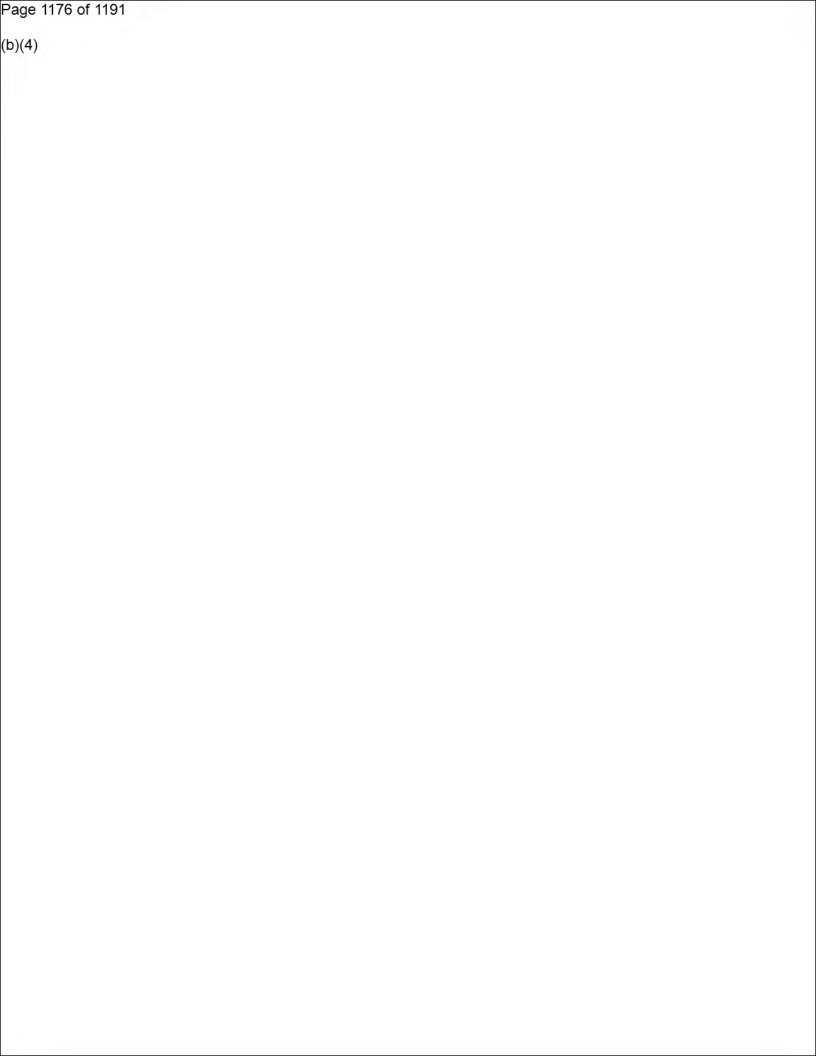


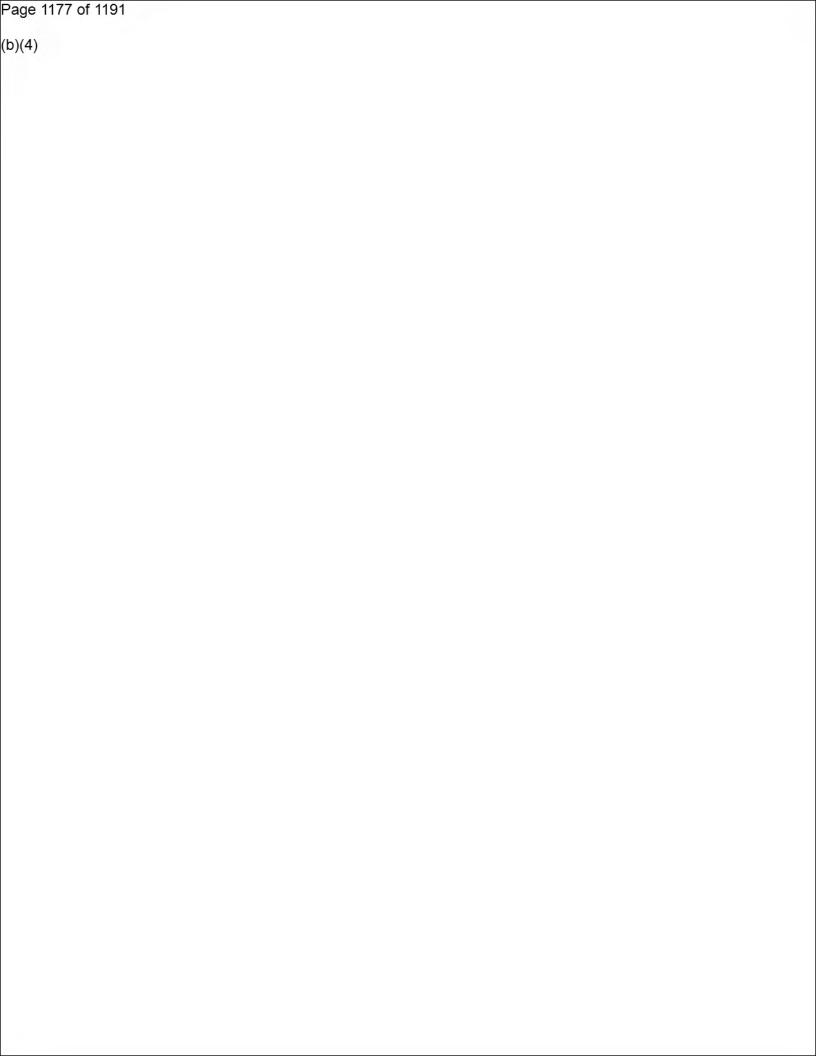


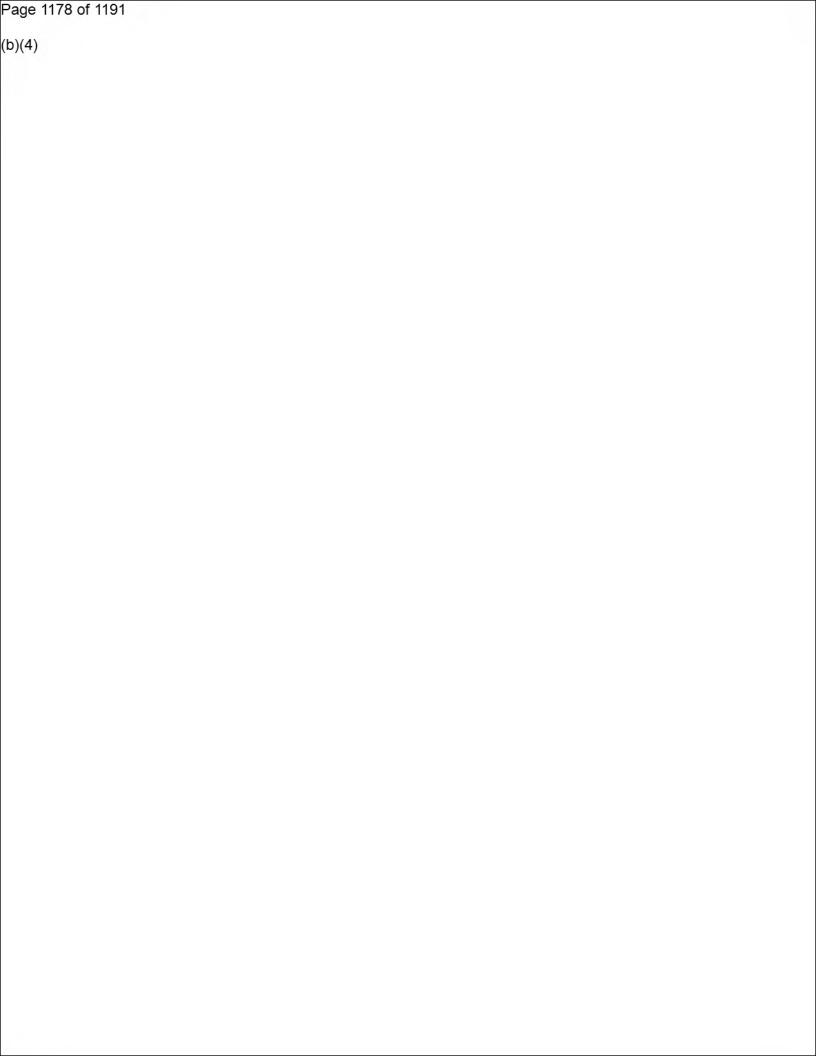


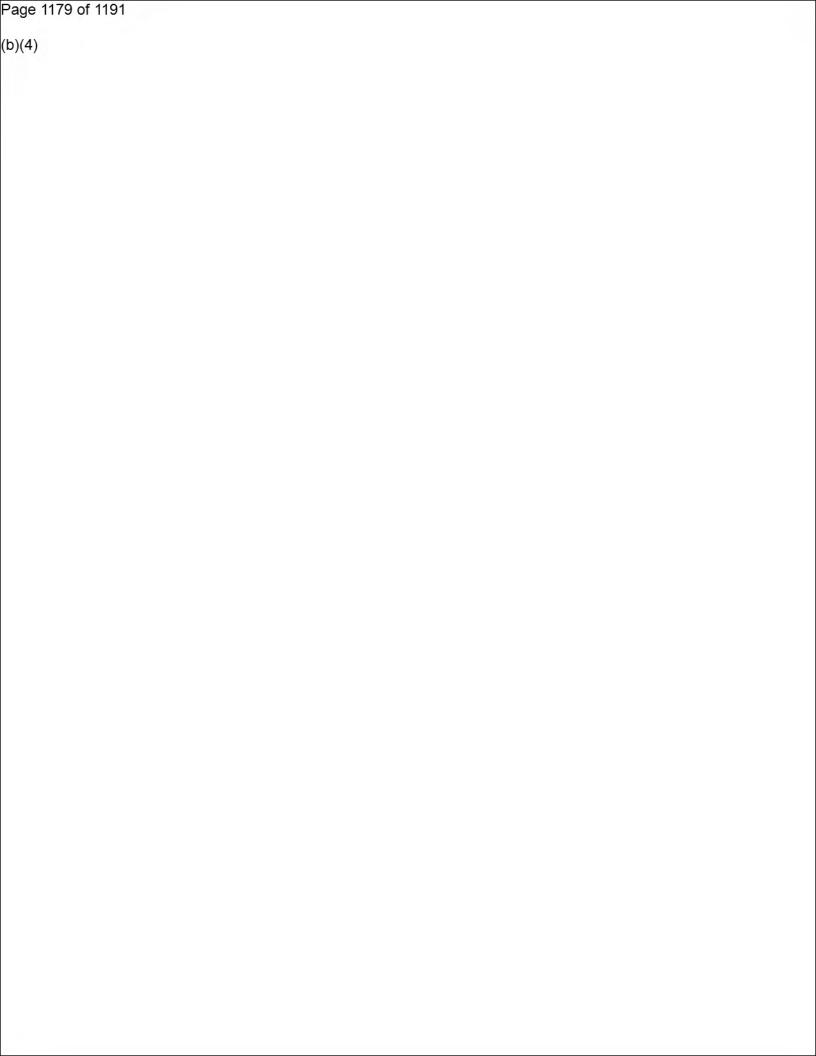


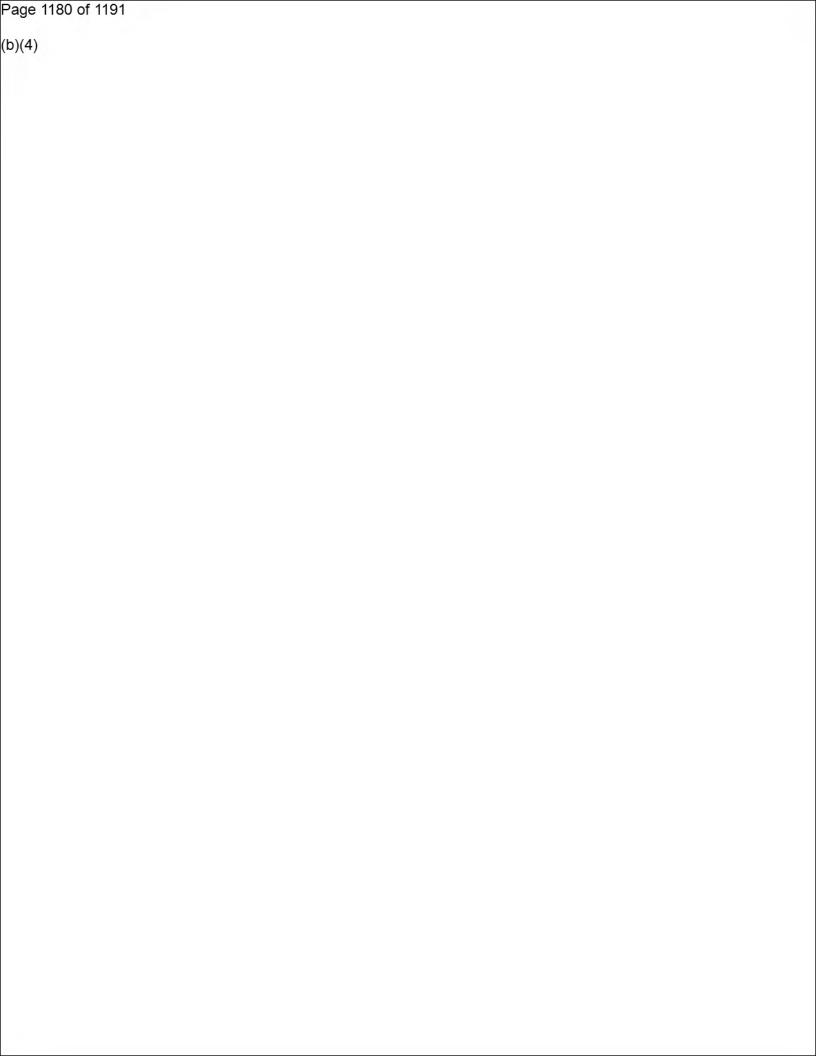


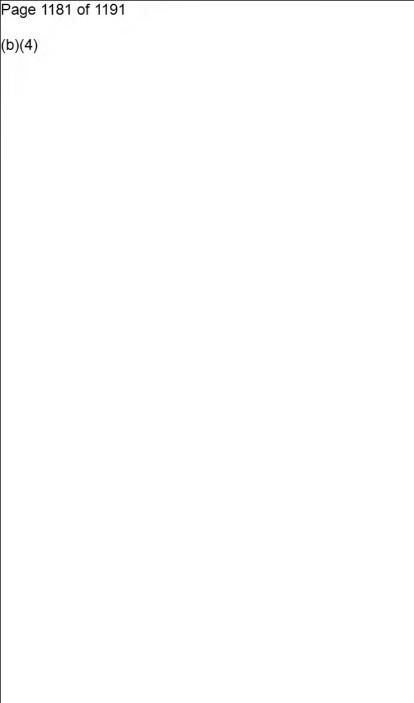


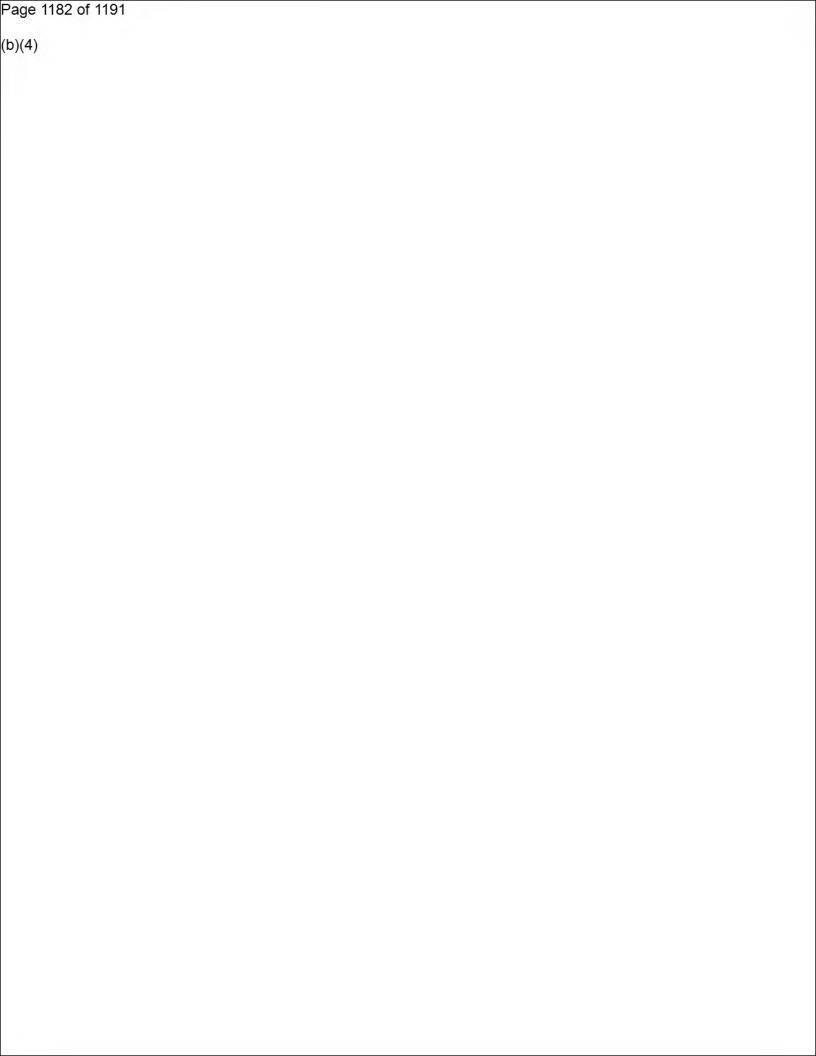


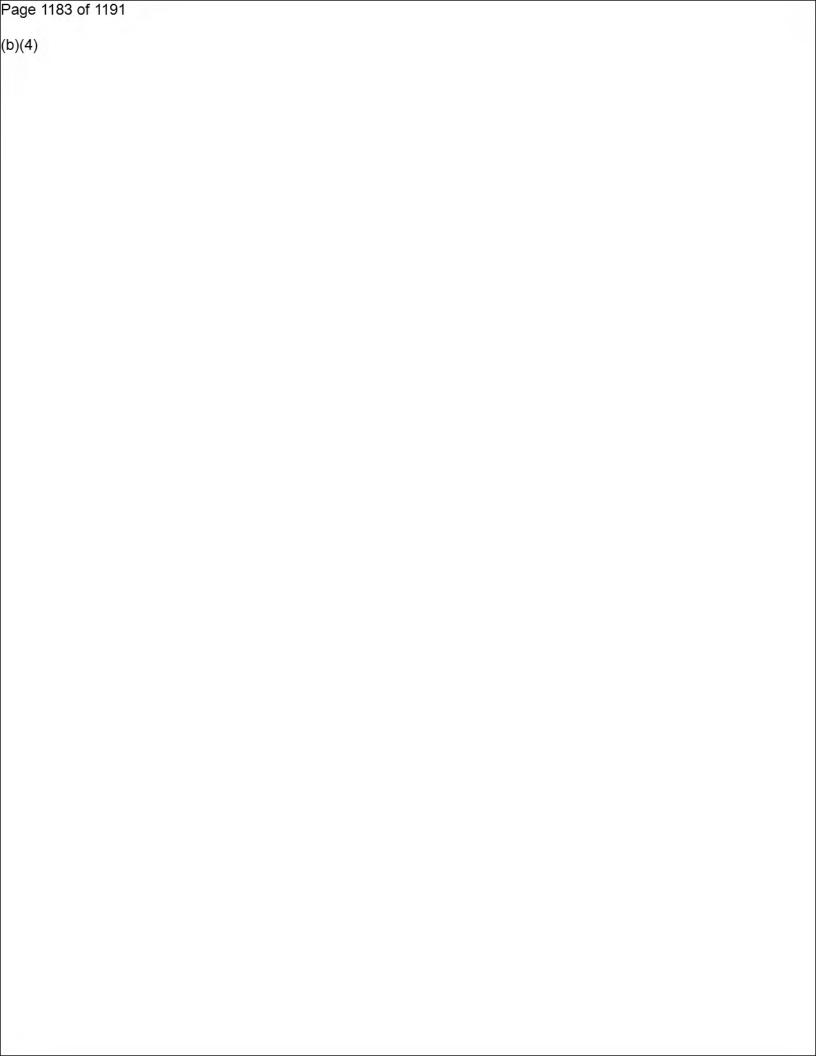


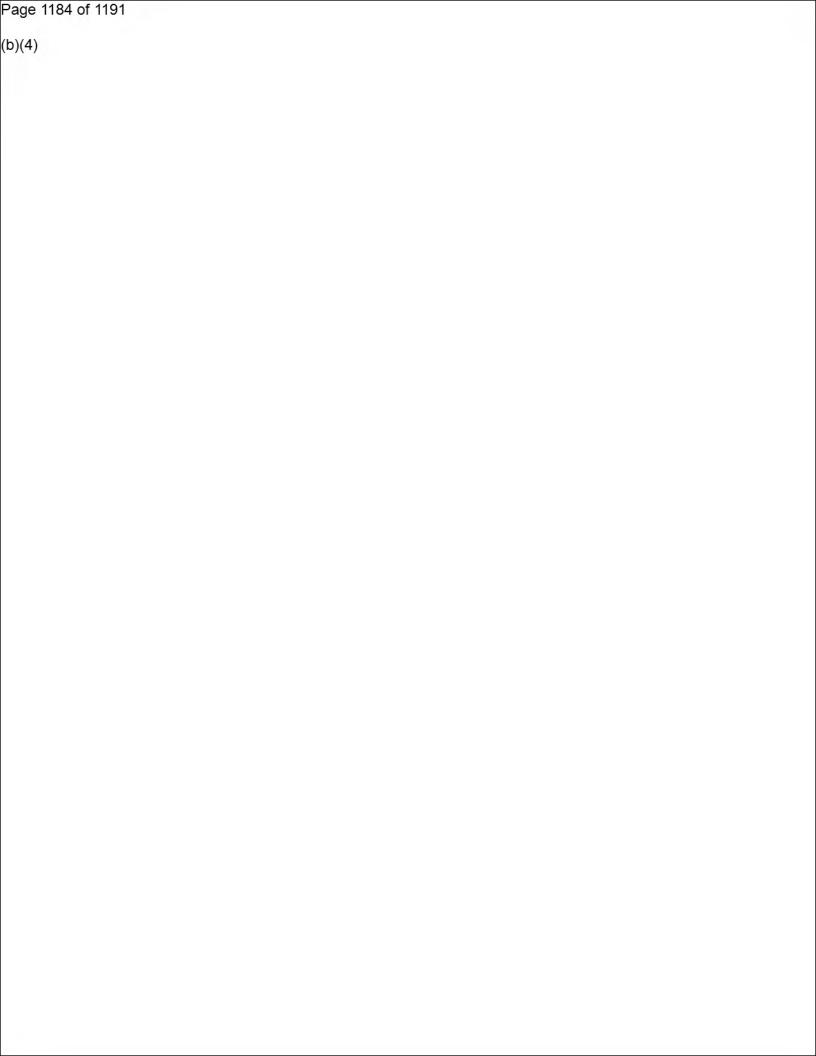












HQ0856-20-R-0001 August 2020

Basis for Assertion

Technical Data or Computer Software to be Farnished with Restrictions

For technical data (other than computer software locamentation) pertaining to the intervention of the intervention

10	Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation. DFARS 252.227-70171	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DFARS 252-227-70171	[Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). DFARS 252.227-70171	Name of Organization Asserting Restrictions [Corporation, individual, or other person, as appropriate. DFARS 252,227-20171
(b)(4	1)			
b				

ockheed Martin/(b)(4)	Troprietary Information

ID	Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation. DFARS 252.227-70171	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DF ARS 252,227-70171	[Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). DFARS 252.227-70171	Name of Organization Asserting Restrictions [Corporation, individual, or other person, as appropriate. DFARS 252.227-2017]
(b)(4)				
þ				
				1

Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation. DF4RS 252 272-20171	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item. component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DFARS 252 227.70171	Asserted Rights Category [Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). DFARS 252 227-70171	Name of Organization Asserting Restrictions [Corporation, individual, or other person, as appropriate. DFARS 252, 227, 20171
(b)(4)			

		Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development	Asserted Rights Category [Enter asserted rights category (e.g., government purpose license rights from a prior contract. rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior	Name of Organization Asserting Restrictions [Corporation, individual, or other
1	b)(4)	computer software or computer software documentation identify the software or documentation. DFARS 252.227-7017	was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DF ARS 252.227-70171	contract, or specially negotiated licenses). DFARS 252.227-7017[person, as appropriate. DFARS 252,227-7017
	(D)(T)				
1					

Lockheed Martin/(b)(4)	Proprietary Informati
Lockneed Martin/(D/(T)	r ropricting smorn

ID	Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation. DFARS 252.227-7017	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DFARS 252, 227-7017]	Asserted Rights Category [Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). DFARS 252.227-7017	Name of Organization Asserting Restrictions [Corporation, individual, or other person, as appropriate DFARS 252,227-7017]
(b)(4)				

ID	Technical Data or Computer Software to be Furnished with Restrictions [For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item. component, or process. For computer software or computer software documentation identify the software or documentation. DFARS 252.227-70171	Basis for Assertion [Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions. DFARS 252 227-70171	Asserted Rights Category [Enter asserted rights category [e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses). DFARS 252,227-70171	Name of Organization Asserting Restrictions [Corporation, individual, or other person, as appropriate. DFARS 252.227-70171
(b)(4	·)			