

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-C9	PAGE OF PAGES 1   79
2. CONTRACT (Proc. Inst. Ident.) NO. HQ085621C0001		3. EFFECTIVE DATE 25 Mar 2021		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQ0147180751	
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856	6. ADMINISTERED BY (If other than Item 5)  See Item 5		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30	
CODE 5D177		FACILITY CODE		10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM Section G
11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	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)( )		14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					
<b>15G. TOTAL AMOUNT OF CONTRACT \$2,447,168,225.00</b>					
<b>16. TABLE OF CONTENTS</b>					
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X	E	INSPECTION AND ACCEPTANCE	15	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE					
17. [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 items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number HQ085620R00010006  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				20A. NAME OF CONTRACTING OFFICER (b)(6)	
19B. NAME OF CONTRACTOR (Type or print) (b)(6)				20B. UNITED STATES OF AMERICA (b)(6)	
19C. DATE SIGNED 03/24/21				20C. DATE SIGNED 3/24/2021	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	

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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$2,447,168,225.00</b>	
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 12	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	79
X	D	PACKAGING AND MARKING	14	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	15	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	16 - 18				
X	G	CONTRACT ADMINISTRATION DATA	19 - 24	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	25 - 42	M	EVALUATION FACTORS FOR AWARD		
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19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 24-Mar-2021		
BY _____ (Signature of person authorized to sign)			BY _____				



Section B - Supplies or Services and Prices

SPECIAL INSTRUCTIONS

B-02 Next Generation Interceptor Scope

The Statement of Work (SOW) for the Next Generation Interceptor (NGI) All-Up Round (AUR) Contract includes the systems engineering, design, development, integration, testing, manufacture of flight test articles (b)(3):10 U.S.C. § 130 and ground silo infrastructure for the GMD system in support of the BMDS. The scope also includes an option for delivery of (b)(3):10 U.S.C. § 130 NGI operational units, in 2 lots, to be solicited, priced and sub-sequentially unilaterally exercised at a later date. Per the SOW, the Contractor shall also secure the viability of future production by maintaining a current design through an obsolescence program and maintaining production facilities.

(b)(3):10  
U.S.C. § 130

The (b)(3):10 U.S.C. § 130 operational units (CLINs 2201 & 2203) and maintaining production facilities (CLINs 2100-2104) in the SOW are identified as RESERVED. The scope will be solicited no later than (NLT) the Critical Design Review (CDR) and added via bilateral modification to the contract.

See clause H-NGI-07 DOWN SELECT.

The AUR NGI test and operational units being procured are identified in the table below.

Table 1: NGI AUR Quantities

CLIN(s)	Scope	Item	Quantity	Configuration
1201	Option	AUR NGI Test Articles	(b)(3):10 U.S.C. § 130	
1202	Option	AUR NGI Test Articles (Includes Material)		
2201	Option	Lot 1 AUR NGI Operational Units		
2203	Option	Lot 2 AUR NGI Operational Units		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	Program Management CPAF Program Management as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 3.1. FOB: Destination PSC CD: AC13	(b)(4)			
				ESTIMATED COST BASE FEE	(b)(4)
				SUBTOTAL EST COST + BASE	
				MAX AWARD FEE	
				TOTAL EST COST + FEE	

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	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	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 — 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: AC13	(b)(4)			
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020001	Funding CLIN 0200	
	ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	NGI AUR Software Development CPFF NGI AUR Software as required in support of the Statement of Work, as described in Section J Attachment 01, Sections 5.0 and 6.1. FOB: Destination PSC CD: AC13	(b)(4)			
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
030001	Funding CLIN 0300	
	ACRN AB	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400	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 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. FOB: Destination PSC CD: N014	(b)(4)			
(b)(4)				TARGET COST	(b)(4)
(b)(4)				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
040001	Funding CLIN 0400	
	ACRN AC	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500	(b)(4)				
	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				
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
050001	Funding CLIN 0500  ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0601	(b)(4)				
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 Section J, Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLIN is [redacted] it between cost and performance as follows: Cost Incentive fee pool is [redacted] of the total fee pool and Performance incentive fee pool is [redacted] 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	(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
0602		(b)(4)			
OPTION	NGI AUR Test Article Material - Post PDR CPIF NGI AUR Test Article Material for the NGI AUR Test Article Units (post-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Section J, Attachment 01, Sections 3.1.12 and 4.3.2. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is (b)(4) of the total fee pool and Performance incentive fee pool is (b)(4) of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014				

(b)(4)

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

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1100		(b)(4)			
OPTION	Program Management CPAF Program Management as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 3.1. FOB: Destination PSC CD: AC13				

ESTIMATED COST  
BASE FEE  
SUBTOTAL EST COST + BASE  
MAX AWARD FEE  
TOTAL EST COST + FEE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101		(b)(4)			

OPTION

VAFB Test Silo Modifications  
CPIF

Vandenberg Air Force Base (VAFB) Test Silo modifications required in support of NGI AUR Test Articles, CLIN 1200, and the Statement of Work, as described in Section J, Attachment 01, Section 3.2.5.2. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is [redacted] of the total fee pool and Performance incentive fee pool is [redacted] of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan.

FOB: Destination

PSC CD: K014

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

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

(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1200		(b)(4)			

OPTION

NGI AUR Development Post-KP#3  
CPIF

NGI AUR Development activities post KP#3, as required in support of the Statement of Work as described in Section J, Attachment 01, Sections 3.2; 4.1.1; and 6.1. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is [redacted] of the total fee pool and Performance incentive fee pool is [redacted] of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan.

FOB: Destination

PSC CD: AC13

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

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

(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201		(b)(4)			
(b)(3):10 U.S.C. § 130	N 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 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.				
(b)(4)	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	(b)(4)
				TARGET FEE	
				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
1202		(b)(4)			
(b)(3):10 U.S.C. § 130	NGI AUR Test Articles				
(b)(3):10 U.S.C. § 130	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 4.3.3. 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.				(b)(4)
(b)(4)	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	(b)(4)
				TARGET FEE	
				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		(b)(4)			
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	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1400		(b)(4)			

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

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.

FOB: Destination

PSC CD: N014

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1500		(b)(4)			

OPTION

ODCs &amp; 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: N014

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	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)
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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)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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 Reimbursement	MAY 2001

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0100	POB (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	POB (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	POB (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	POB (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	POB (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	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

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

## ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	255
AMOUNT: (b)(4)			
AB: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	310
AMOUNT: (b)(4)			
AC: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-CNGX1-FY2122	71GM	310
AMOUNT: (b)(4)			
AD: 044411 097 0400 000 N 20202021 D 2500 Y3_SD80E_FY20	GM-NGIX-FY2021	71GM	255
AMOUNT: (b)(4)			

  

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	010001	HQ01471807510001	(b)(4)
	020001	HQ01471807510002	
	050001	HQ01471807510005	
AB	030001	HQ01471807510003	
AC	040001	HQ01471807510004	
AD	010002	HQ01471807510006	

## 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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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\\_html/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/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/GMK  
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.

## H-NGI-02 FEE LIMITATIONS (JAN 2020)

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)



(b)(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	\$200,000
Bodily Injury per accident	\$500,000
Property 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 pre-publication 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 judgment, 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  
dossosvar@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 contractor 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

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 or 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 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	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
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 Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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 Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform 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 Data--Modifications	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015)	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
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-11	Cost Contract--No Fee	APR 1984
52.216-12	Cost-Sharing Contract--No Fee	APR 1984
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2020-O0008)	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-O0018)	JUN 2020
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 Compensation	MAY 2018
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	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 Potential Hydrofluorocarbons.	JUN 2016
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
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 Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability 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 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	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System 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 Production Act	SEP 2016
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	Changes--Cost-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 Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	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 Officials	SEP 2011
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 Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
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
252.215-7998 (Dev)	Pilot Program to Accelerate Contracting and Pricing Processes (DEVIATION 2020-O0020)	AUG 2020
252.215-7999 (Dev)	Pilot Program Regarding Risk-Based Contracting for Smaller Contract Actions (Deviation 2018-O0003)	DEC 2017
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	DEC 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	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 and Canada--Submission after Award	OCT 2020
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
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
252.225-7052 (Dev)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-O0006)	OCT 2020

252.225-7978 (Dev)	Restriction on Acquisition of Certain Magnets and Tungsten. (DEVIATION 2019-O0006)	JAN 2019
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
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 Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership 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 Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting System--Basic	NOV 2014
252.237-7999 (Dev)	Requirement for Accounting Firms Used to Support Department of Defense Audits (DEVIATION 2019-O0007)	MAR 2019
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 Property	APR 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 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 Reduction	JUN 2020

## 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 Contracting Officer. 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 concerns 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	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](http://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](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](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](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
9001	Contractor Acquired Property

(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-O0017) (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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   18	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 06/17/2021		4. REQUISITION/PURCHASE REQ. NO. HQ0147180751		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ADFORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Block 14 Continuation.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)				15C. DATE SIGNED 6/16/21		16B. UNITED STATES OF AMERICA BY (b)(6)	
						16C. DATE SIGNED	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   18	
2. AMENDMENT/MODIFICATION NO. <b>P00001</b>		3. EFFECTIVE DATE 17-Jun-2021		4. REQUISITION/PURCHASE REQ. NO. HQ0147180751		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE <b>HQ0856</b>		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE <b>S0107A</b>  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ADFORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hrstark212110 See Block 14 Continuation.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED	



## 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:

1. 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)(4)
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
  - g. (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



(b)(6)  
 4800 BRADFORD DR NW  
 HUNTSVILLE AL 35805-1949  
 to  
 LOCKHEED MARTIN CORPORATION  
 (b)(6)  
 4800 BRADFORD DR NW  
 HUNTSVILLE AL 35805-1949

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:

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 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:

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 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

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 0500 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 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
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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
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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

To:

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

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

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

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

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

To:

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

To:

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

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)	HQ0147
		(b)(6)	
		BLDG 5222 MARTIN RD	
		REDSTONE ARSENAL AL 35898-0001	
		(b)(6)	
		FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
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(b)(4)	2	MISSILE DEFENSE AGENCY (MDA) (b)(6) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
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The following Delivery Schedule item for CLIN 1300 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 1400 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
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POP (b)(4)	N/A	MISSILE DEFENSE AGENCY (MDA)	HQ0147
(b)(4)		(b)(6)	
		BLDG 5222 MARTIN RD	
		REDSTONE ARSENAL AL 35898-0001	
		(b)(6)	
		FOB: Destination	

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

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

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

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

To:

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

To:

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

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

The COTRs under this contract are:

Name: (b)(6)  
Organizational Code: MDA/GMX-T  
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-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)

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/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  
dosscoosvar@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 contractor 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
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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
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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
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#### SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
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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:

**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)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT 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.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ADFORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) H-44 Exercise of Options (SEP 2012)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: 1) Exercise Option CLIN 0601, 2) Obligate incremental funding to CLINs 0200, 0400, and 0601, 3) Update Attachment J-16, Limitation of Funds, 4) Remove MDA Clause H-42, Foreign Persons, 5) Incorporate MDA Clause H-27, Foreign Persons, and 6) Update Exhibit A Contract Data Requirements List.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
				TEL: (b)(6)			
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)		15C. DATE SIGNED 7/13/21		16B. (b)(6) BY		16C. DATE SIGNED	

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   7	
2. AMENDMENT/MODIFICATION NO. <b>P00002</b>		3. EFFECTIVE DATE <b>13-Jul-2021</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE <b>HQ0856</b>		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE <b>S0107A</b>  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE <b>5D177</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) H-44 Exercise of Options (SEP 2012)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: 1) Exercise Option CLIN 0601, 2) Obligate incremental funding to CLINs 0200, 0400, and 0601, 3) Update Attachment J-16, Limitation of Funds, 4) Remove MDA Clause H-42, Foreign Persons, 5) Incorporate MDA Clause H-27, Foreign Persons, and 6) Update Exhibit A Contract Data Requirements List.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 13-Jul-2021	
				(Signature of Contracting Officer)			



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010001

The CLIN description has changed from Funding CLIN 0100 to Incremental Funding.  
The CLIN extended description has changed from:

FY21 NGI Funding CLIN 0100

To:

.

SUBCLIN 010002

The CLIN description has changed from Funding CLIN 0100 to Incremental Funding.  
The CLIN extended description has changed from:

FY20 NGI Funding CLIN 0100

To:

.

SUBCLIN 020001

The CLIN description has changed from Funding CLIN 0200 to Incremental Funding.  
The CLIN extended description has changed from:

FY21 NGI Funding CLIN 0200

To:

.

SUBCLIN 030001

The CLIN description has changed from Funding CLIN 0300 to Incremental Funding.  
The CLIN extended description has changed from:

FY21 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 SUPPLIES/SERVICES  
060101

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	ACCEPT BY
N/A	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 (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) 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

## 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 SD80P FY21 GM-NGIX-FY2122 71GM  
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  
71GM 310 (CIN HQ01471807510004) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 060101:

Funding on SUBCLIN 060101 is initiated as follows:

ACRN: AC

CIN: HQ01471807510007

Acctng Data: 044411 097 0400 000 N 20212022 D 2500 Y3 SD80P FY21 GM-CNGX1-FY2122  
71GM 310

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	Excel

\*Denotes Change

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) AD FORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is: 1) Obligate funding on CLIN 0200 2) Add the following FAR Clauses: 52.215-16, Facilities Capital Cost of Money and 52.216-8, Fixed Fee 3) Remove the following FAR Clauses and DFARS Clause: 52.216-12, Cost-Sharing Contract - No Fee; 52.219-9 (Dev), Small Business Subcontracting Plan; 52.219-16, Liquidated Damages - Subcontracting Plan; 52.232-18, Availability of Funds; and 252.219-7003, Small Business Subcontracting Plan (DOD Contracts) 4) Update the following Section J Attachments: Exhibit A, CDRLS; J-01, SOW; J-16, Limitation of Funds; and (b)(4)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR (b)(6)				15C. DATE SIGNED 07/28/21		16B. UNITED STATES OF AMERICA BY (b)(6)	
						16C. DATE SIGNED 07/28/21	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 020002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020002	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	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	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) to (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 Contract--No Fee	APR 1984
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2018-00018)	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

(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

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. <b>P00004</b>		3. EFFECTIVE DATE <b>8/10/2021</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE <b>HQ0856</b>		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE <b>S0107A</b>  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ADFORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE <b>5D177</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is incorporate administrative corrections and updates.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
(b)(6)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(b)(6)							

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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 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)

Organizational Code: MDA/GMX-K

Telephone Number: (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)

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)  
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/index.html>.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following included by full text have been revised:

(b)(4)

(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



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	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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 03-Sep-2021		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds (APR 1984)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Increase funding under CLIN 0200.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b)(6) BY		16C. DATE SIGNED 03-Sep-2021	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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 SD80P\_FY21 GM-NGIX-FY2122 71GM  
255 (CIN HQ01471807510002) was increased by (b)(4) from (b)(4) to (b)(4)

## SUBCLIN 020002:

AD: 044411 097 0400 000 N 20202021 D 2500 Y3 SD80E\_FY20 GM-NGIX-FY2021 71GM  
255 (CIN HQ01471807510008) 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
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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

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. <b>P00006</b>		3. EFFECTIVE DATE <b>10-Sep-2021</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE <b>HQ0856</b>		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE <b>S0107A</b>  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ADFORD DR NW VILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ085621C0001</b>			
				X 10B. DATED (SEE ITEM 13) <b>25-Mar-2021</b>			
CODE <b>5D177</b>		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) <b>FAR 52.232-22 Limitation of Funds</b>							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Increase funding under CLIN 0200.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED  10-Sep-2021	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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 SD80P FY21 GM-NGIX-FY2122 71GM  
 255 (CIN HQ01471807510002) 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:

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## LIST OF ATTACHMENTS

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Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
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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

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 28-Sep-2021		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001			
				X 10B. DATED (SEE ITEM 13) 25-Mar-2021			
CODE 5D177		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 52.232-22 Limitation of Funds (APR 1984)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Increase funds allotted to CLIN 0200.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 28-Sep-2021	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## 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:

AD: 044411 097 0400 000 N 20202021 D 2500 Y3 SD80E FY20 GM=NGIX-FY2021 71GM  
 255 (CIN HQ01471807510008) 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

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Attachment J-03	Reserved	---	---
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Attachment J-05	NGI Award Fee Plan	17 Dec 20	18
Attachment J-06	NGI Incentive Fee Plan	17 Dec 20	14
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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

\*Denotes Change

(End of Summary of Changes)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-C9		PAGE OF PAGES 1   79	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ085621C0001P00008		3. EFFECTIVE DATE 25 Mar 2021		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856		6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN CORPORATION (b)(6) 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1949				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  Section G	
CODE 5D177		FACILITY CODE					
11. SHIP TO/MARK FOR  See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT \$2,507,022,107.00</b>							
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	43 - 78
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 13	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT		X	J	LIST OF ATTACHMENTS	79
X	D	PACKAGING AND MARKING	14	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	15		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	16 - 18		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	19 - 24		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	25 - 42				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number HQ085620R00010006  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 24-Mar-2021	
BY _____ (Signature of person authorized to sign)				BY _____			

## Section B - Supplies or Services and Prices

SPECIAL INSTRUCTIONS

## B-02 Next Generation Interceptor Scope

The Statement of Work (SOW) for the Next Generation Interceptor (NGI) All-Up Round (AUR) Contract includes the systems engineering design development integration, testing, manufacture of flight test articles (b)(3):10 U.S.C. § 130 and ground silo infrastructure for the GMD system in support of the BMDS. The scope also includes an option for delivery of (b)(3):10 U.S.C. § 130 NGI operational units, in 2 lots, to be solicited, priced and sub-sequentially unilaterally exercised at a later date. Per the SOW, the Contractor shall also secure the viability of future production by maintaining a current design through an obsolescence program and maintaining production facilities.

(b)(3):10  
U.S.C. § 130(b)(3):10  
U.S.C. § 130(b)(3):10  
U.S.C. § 130

The (b)(3):10 U.S.C. § 130 operational units (CLINs 2201 & 2203) and maintaining production facilities (CLINs 2100-2104) in the SOW are identified as RESERVED. The scope will be solicited no later than (NLT) the Critical Design Review (CDR) and added via bilateral modification to the contract.

See clause H-NGI-07 DOWN SELECT.

The AUR NGI test and operational units being procured are identified in the table below.

Table 1: NGI AUR Quantities

CLIN(s)	Scope	Item	Quantity	Configuration
1201	Option	AUR NGI Test Articles	(b)(3):10 U.S.C. § 130	
1202	Option	AUR NGI Test Articles (Includes Material)		
2201	Option	Lot 1 AUR NGI Operational Units		
2203	Option	Lot 2 AUR NGI Operational Units		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100		(b)(4)			

Program Management

CPAF

Program Management as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 3.1.

FOB: Destination

PSC CD: AC13

ESTIMATED COST  
BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010001	Incremental Funding	
	ACRN AA	(b)(4)
PURCHASE REQUEST NUMBER: HQ0147180751		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
010002	Incremental Funding	
	ACRN AD	(b)(4)
PURCHASE REQUEST NUMBER: HQ0147180751		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0200	(b)(4)				
	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 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				(b)(4)
	PSC CD: AC13				(b)(4)
	TARGET COST				(b)(4)
	TARGET FEE				
	TOTAL TGT COST + FEE				
	MINIMUM FEE				
	MAXIMUM FEE				
	SHARE RATIO ABOVE TARGET				
	SHARE RATIO BELOW TARGET				

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020001	Incremental Funding	
	ACRN AA	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
020002	Incremental Funding	
	ACRN AD	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751-0004	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0300	NGI AUR Software Development CPFF NGI AUR Software as required in support of the Statement of Work, as described in Section J Attachment 01, Sections 5.0 and 6.1. FOB: Destination PSC CD: AC13	(b)(4)			
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	



ITEM NO	SUPPLIES/SERVICES	AMOUNT
030001	Incremental Funding	
	ACRN AB	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0400	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 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. FOB: Destination PSC CD: N014	(b)(4)			
(b)(4)				TARGET COST	(b)(4)
(b)(4)				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
040001	Incremental Funding	
	ACRN AC	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147180751	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0500		(b)(4)			

ODCs &amp; 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

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
050001		

Incremental Funding

ACRN AA

(b)(4)

PURCHASE REQUEST NUMBER: HQ0147180751

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0601	NGI AUR Test Article Material - Pre-PDR	1	Lot	(b)(4)	(b)(4)
EXERCISED OPTION	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 J, Attachment 01, Sections 3.1.11 and 4.3.2. The target fee pool for this CLIN is split between cost and performance as follows: Cost Incentive fee pool is [redacted] of the total fee pool and Performance incentive fee pool is [redacted] of the total fee pool. Specific cost / performance incentive allocations are in Attachment J-06, Incentive Fee Plan. FOB: Destination PSC CD: N014				
(b)(4)				TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
060101	Incremental Funding  ACRN AC  PURCHASE REQUEST NUMBER: HQ0147180751-0003	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0602

(b)(4)

OPTION

NGI AUR Test Article Material - Post PDR

CPIF

NGI AUR Test Article Material for the NGI AUR Test Article Units (post-PDR) for CLIN 1200, and Long Lead Material for CLIN 1101, as required in support of the Statement of Work, as described in Section J, Attachment 01, Sections 3.1.12 and 4.3.2. The target fee pool for this CLIN is split between cost and performance as follows: Cost incentive fee pool is [redacted] of the total fee pool and Performance incentive fee pool is [redacted] 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 TARGET

SHARE RATIO BELOW TARGET

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1100

(b)(4)

OPTION

Program Management

CPAF

Program Management as required in support of the Statement of Work, as described in Section J, Attachment 01, Section 3.1.

FOB: Destination

PSC CD: AC13

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1101		(b)(4)			

OPTION VAFB Test Silo Modifications  
CPIF

Vandenberg Air Force Base (VAFB) Test Silo modifications required in support of NGI AUR Test Articles, CLIN 1200, and the Statement of Work, as described in Section J, Attachment 01, Section 3.2.5.2. 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.  
FOB: Destination  
PSC CD: K014

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

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

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1200		(b)(4)			

OPTION NGI AUR Development Post-KP#3  
CPIF

NGI AUR Development activities post KP#3, as required in support of the Statement of Work as described in Section J, Attachment 01, Sections 3.2; 4.1.1; and 6.1. 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.  
FOB: Destination  
PSC CD: AC13

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

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

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1201		(b)(4)			
(b)(3):10 U.S.C. § 130	N NGI AUR Test Articles CPIF				
(b)(3):10 U.S.C. § 130	NGI AUR Test Articles				
(b)(4)	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.				(b)(4)
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	(b)(4)
				TARGET FEE	
				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
1202		(b)(4)			
(b)(3):10 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 4.3.3. 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.				(b)(4)
(b)(4)	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	(b)(4)
				TARGET FEE	
				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		(b)(4)			
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	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1400		(b)(4)			

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

performance as follows: Cost incentive fee pool is (b)(4) of the total fee pool and

Performance incentive fee pool is (b)(4) 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 TARGET

SHARE RATIO BELOW TARGET

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1500		(b)(4)			

OPTION

ODCs &amp; 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: N014

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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	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)

## 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)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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 Reimbursement	MAY 2001

## Section F - Deliveries or Performance

## 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)

HQ0147

(b)(6)

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 DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## 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: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	255
AMOUNT: (b)(4)			
AB: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-NGIX-FY2122	71GM	310
AMOUNT: (b)(4)			
AC: 044411 097 0400 000 N 20212022 D 2500 Y3_SD80P_FY21	GM-CNGX1-FY2122	71GM	310
AMOUNT: (b)(4)			
AD: 044411 097 0400 000 N 20202021 D 2500 Y3_SD80E_FY20	GM-NGIX-FY2021	71GM	255
AMOUNT: (b)(4)			

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	010001	HQ01471807510001	(b)(4)
	020001	HQ01471807510002	
	050001	HQ01471807510005	
AB	030001	HQ01471807510003	
AC	040001	HQ01471807510004	
	060101	HQ01471807510007	
AD	010002	HQ01471807510006	
	020002	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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
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\\_html/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_html/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)  
 Organizational Code: MDA/GMX-K  
 Telephone Number: (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)

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)  
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/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.

## H-NGI-02 FEE LIMITATIONS (JAN 2020)



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)

(b)(4)

(b)(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	\$200,000
Bodily Injury per accident	\$500,000
Property 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 pre-publication 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  
dosscovars@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 contractor 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
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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.

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

52.202-1	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 or 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 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	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
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 Systems	JUN 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
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 Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform 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 Data--Modifications	JUN 2020
52.215-12 (Dev)	Subcontractor Certified Cost or Pricing Data (Deviation 2018-00015)	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 (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.216-11	Cost Contract--No Fee	APR 1984
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4 (Dev)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (DEVIATION 2020-O0008)	MAR 2020
52.219-8	Utilization of Small Business Concerns	OCT 2018
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 Compensation	MAY 2018
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	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 Potential Hydrofluorocarbons.	JUN 2016
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
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 Infringement	JUN 2020
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-7	Insurance--Liability 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 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
52.232-22	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 Transfer--System 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 Production Act	SEP 2016
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	Changes--Cost-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 Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	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 Officials	SEP 2011
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 Separately Priced	APR 2020

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	DEC 2019
252.204-7020	NIST SP 800-171 DoD Assessment Requirements	NOV 2020
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
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
252.215-7998 (Dev)	Pilot Program to Accelerate Contracting and Pricing Processes (DEVIATION 2020-O0020)	AUG 2020
252.215-7999 (Dev)	Pilot Program Regarding Risk-Based Contracting for Smaller Contract Actions (Deviation 2018-O0003)	DEC 2017
252.216-7004	Award Fee Reduction or Denial for Jeopardizing the Health or Safety of Government Personnel.	SEP 2011
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7004	Small Business Subcontracting Plan (Test Program)	MAY 2019
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	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 and Canada--Submission after Award	OCT 2020
252.225-7007	Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies	DEC 2018
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	DEC 2019
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
252.225-7052 (Dev)	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten (DEVIATION 2020-O0006)	OCT 2020
252.225-7978 (Dev)	Restriction on Acquisition of Certain Magnets and Tungsten. (DEVIATION 2019-O0006)	JAN 2019

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
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 Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7038	Patent Rights--Ownership 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 Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.234-7004	Cost and Software Data Reporting System--Basic	NOV 2014
252.237-7999 (Dev)	Requirement for Accounting Firms Used to Support Department of Defense Audits (DEVIATION 2019-O0007)	MAR 2019
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 Property	APR 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 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 Reduction	JUN 2020

## 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 Contracting Officer. 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 concerns 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.
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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 percent)

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](http://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](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](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](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
9001	Contractor Acquired Property

(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-O0017) (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 OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 10/25/2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) BLDG. 5222 MARTIN ROAD REDSTONE ARSENAL AL 35898		CODE HQ0856	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A  SCD: A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION (b)(6) ORD DR NW E AL 35805-1949			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ085621C0001		
			X 10B. DATED (SEE ITEM 13) 25-Mar-2021		
CODE 5D177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103(b) and FAR 52.245-1 Government Property					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) This modification incorporates (1) an updated Statement of Work; and (2) a transfer of Government Furnished Property (GFP) as reflected in new Attachment J-22.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6)		
15B. CONTRACTOR/OFFEROR (b)(6)			16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED			16C. DATE SIGNED		

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

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

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Attachment J-15	Small Business Subcontracting Plan	30 Sept 20	41
Attachment J-16	G-06 Allotment of Funds	28 Sep 21	01
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\*Denotes Change

(End of Summary of Changes)

Next Generation Interceptor (NGI)

[REDACTED]

HQ085621C0001  
February 2021

Location	Sub-Location	Unique Item ID	Type of Government Property	Classification of Government Property	Posting Reference	Date of Transaction/Date of Acq.	Date placed in Service	Date of Physical Inventory	Condition Code	LM TAG ID
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[REDACTED]

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## **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: CFI~~  
~~Limited Dissemination Control: FEDCON~~  
POC: (b)(6)

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## 1 1.0 Background

(b)(3):10 U.S.C. § 130

11 The US Missile Defense System (MDS) defends the nation against a limited attack by intermediate  
12 and long-range strategic missiles. Since 2004 the Ground-based Midcourse Defense (GMD) weapons  
13 system has been the principle capability for the defense of the homeland against rogue ballistic  
14 missile threats. The GMD Element uses multiple sensors, communications systems, fire control  
15 capabilities, and Ground-based Interceptors (GBIs) to detect, track, and destroy intermediate- and  
16 long-range ballistic missiles during the midcourse phase of flight. The GMD Element is currently  
17 composed of two main components: GBIs and Ground Systems (GS), along with required support  
18 equipment, training equipment, and facilities. Interceptors are currently emplaced at Fort Greely,  
19 Alaska (FGA) and Vandenberg Air Force Base (VAFB), California with GMD fire control centers in  
20 Colorado and Alaska.

21 While upgrades to the GMD system have paced threat innovations, the Government believes that a  
22 more innovative, All-Up-Round (AUR) solution will be needed to meet emerging threats. This Next  
23 Generation Interceptor (NGI) acquisition covers the systems engineering, design, development,  
24 integration, testing and manufacturing of an AUR which includes an integrated booster and payload  
25 system and ground silo infrastructure (electrical, mechanical, and functional interfaces) capable of  
26 surviving both the natural and hostile environments while countering the emerging threats.

(b)(3):10 U.S.C. § 130

## 32 2.0 Scope

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  
39 an option for delivery of (b)(3):10 U.S.C. § 130 The AUR NGI scope to  
40 include test and operational units will be procured IAW Table 1: NGI AUR Quantities. The  
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  
45 space and extensible to address future and evolving threats.

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46	<b>Table 1: NGI AUR Quantities</b>		(b)(3):10 U.S.C. § 130
	<b>CLIN(s)</b>	<b>Scope</b>	<b>Item</b>
	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

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## 53 2.1 Knowledge Points

54 The Contractor shall demonstrate compliance with all program knowledge points through the  
 55 systems engineering, design, development, integration and testing of all industry interceptor  
 56 concepts. NGI knowledge points are event driven, performance-based data points used to assess the  
 57 Contractor's progress, ensure industry compliance with NGI program objectives and inform the  
 58 Government on the Contractor's ability to progress to future knowledge points.

59 The Contractor shall develop and deliver all programmatic, technical and design data necessary to  
 60 document compliance toward the following Government required knowledge points (base and option  
 61 periods).

62 The Contractor shall deliver to the Government Integrated Digital Data Environment (IDDE) a  
 63 Closure Report for each Knowledge Point demonstrating compliance with required activities.

64 To fulfill the requirements of each knowledge point, the Contractor shall:

65  
 66 **Base Period**  
 67 Knowledge Point #1

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Knowledge Point #2

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Knowledge Point #3

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**Option Period**

Knowledge Point #4

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(b)(3):10 U.S.C. § 130

Knowledge Point #5

(b)(3):10 U.S.C. § 130

Knowledge Point #6

(b)(3):10 U.S.C. § 130

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(b)(3):10 U.S.C. § 130

## 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

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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.

The term “Safety Critical Suppliers” and “Mission Critical Suppliers” are as defined in MDA-QS-001-MAP.

The term “Critical Technologies” is defined as components that may pose major technological risk during NGI development. (Technology Readiness Assessment (TRA) Deskbook 2019)

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)

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.

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.

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.

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.

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.

## **2.3 Contract Management (Contract Line Item Number (CLIN) 0100; CLIN1100)**

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.

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)**

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

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The Contractor shall manage subcontracts for timely completion of activities IAW program requirements.

The Contractor shall provide Government access to Subcontractor activities and data IAW Section H-43 Clause "Impact of Government Team Participation/Access."

The Contractor shall flow down requirements, information, terms and conditions, and compliance documents to Subcontractors to include applicable supplier base.

The Contractor shall provide immediate access to supplier (including Safety or Mission Critical Suppliers (SMCS)) performance data and status through the Government IDDE.

### **2.3.2 RESERVED**

### **2.3.3 Markings and Delivery (CLIN 0100; CLIN 1100)**

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.

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.

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.

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.

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.

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.

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.

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.

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The Contractor shall retain quality records IAW MDA-QS-001-MAP in a format that is accessible, searchable, editable, and readable by the Government.

The Contractor shall inform the Government of posting and location of the quality records.

The Contractor shall plan, develop, and support data management strategies that incorporate accessible, readable, downloadable, interoperable, and editable metadata.

The Contractor shall provide markings and pointers to updates and changes in the documents.

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.

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).

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.

- a. "Covered defense information" (CDI) means unclassified controlled technical information or 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-
  - i. 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
  - ii. 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.
- c. 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 categorization of CDI, CUI, Technical Data, Operationally Critical Support Information or other programmatic information.

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.

### **2.3.4 Information Management and Control Plan (CLIN 0100/1100)**

The Contractor shall develop, execute, maintain and deliver IMCP. (CDRL A158)

Delivery shall be to the direct customer (i.e. the Government or the Contractor's next-level up Contractor).

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

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388 The Contractor shall in the IMCP:

- 389 a. Identify practices the Contractor implements to restrict the unnecessary sharing and/or
- 390 flow of CUI down the entire supply chain based on need-to-know, to include, but not
- 391 limited to, minimizing the information provided on contracts/purchase orders for
- 392 procurement of logistics and transportation services, systems, or critical components
- 393 (see above paragraph on Distribution and Accountability of CUI).
- 394 b. Address procedures for reporting a cyber-incident as defined in DFARS 252.204-7012.
- 395 c. Document the process by which the Contractor System Security Plans (SSPs) and Plan
- 396 of Action and Milestones (POAM) are developed and maintained to protect CUI within
- 397 the Contractor's/Subcontractor's unclassified Information Technology (IT) systems.
- 398 d. Include a high-level summary of the Contractor's SSP and POAM for their applicable
- 399 network as Appendix A, SSP & POAM Summary, to the IMCP, to include each of the
- 400 14 National Institute of Standards and Technology (NIST) 800-171 control families
- 401 (not at the individual controls level). The SSP and POAM summary (Appendix A) are
- 402 exempt from the five (5) page limitation of the IMCP.
- 403 e. Representation from the Contractor that the below IMCP Supplier Compliance
- 404 Supplement has been completed.

405 IMCP Supplier Compliance Supplement (Appendix B): If the Contractor has suppliers that receive or

406 generate CUI in performance of the contract, the Contractor shall document and maintain on file an

407 IMCP Supplier Compliance 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 level up Contractor), contract number, address and contract point of contact
- 411 information.
- 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 Contract Number. If CUI is not passed or generated by any next-tier supplier, follow
- 415 template instructions in below section j.1-6 and state NA in the "Supplier Name" field
- 416 of the Supplier Compliance Supplement (Appendix B). All other fields (instructions 7-
- 417 11) of the Supplier Compliance Supplement (Appendix B) should remain blank.
- 418 c. Confirm Contractor has identified and flowed only CUI which is needed for their first-
- 419 tier suppliers.
- 420 d. Confirm the DFARS 252.204-7012 clause is flowed to their first-tier suppliers.
- 421 e. Contractor shall include the IMCP Supplier Compliance Supplement (Appendix B)
- 422 with 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 Supplier Compliance Supplement (Appendix B) via encrypted email or secure file
- 425 transfer site directly to the Government within 30 business days after their subcontract
- 426 is awarded.
- 427 g. Subcontractor information delivered under e. or f. above shall be marked as "Company
- 428 Name – Proprietary" and shall be protected accordingly
- 429 h. The Contractor shall confirm with MDA when their 1<sup>st</sup> Tier Subcontracts are awarded.
- 430 i. All IMCP Supplier Compliance Supplements shall be updated semiannually at a
- 431 minimum but no more than four (4) times per year.
- 432 j. Template Instructions:
- 433 1. Submitted by: Contractor or Subcontractor submitting the IMCP Compliance
- 434 Supplement

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2. Subcontracted by: State the Company Name, the submitting Prime Contractor that the Subcontractor is supporting under this Government contract. If the Contractor is the Prime Contractor to the Government state "Prime Contractor" in this field
3. Purpose: Identify Sub-contractors/Suppliers who collect, develop, receive, transmit, use or store CUI
4. Date: Date of submission
5. Government Contract Number: List the Government Contract number you are supporting
6. Supplier Name: List all suppliers that collect, develop, receive, transmit, use or store CUI in support of this contract
7. DUNS: Dun & Bradstreet number
8. Supplier Point of Contact: Name, email and phone number from each supplier
9. Does the Subcontract contain DFARS 252.204-7012: Yes or No
10. Has the supplier completed the Self-Assessment IAW NIST 800-171: Yes or No
11. Does the supplier have a SSP and Plan of Action and Milestones (POAM) IAW NIST 800-171: Yes or No

Flow Down to next-tier suppliers: The Contractor shall flow down their accepted IMCP procedures and requirements, including the IMCP Supplement (Appendix B), to their next tier suppliers and require flow down iteratively to any next tier supplier.

The Government reserves the right to request, review and/or inspect the Contractor/ Subcontractor IMCP (including all appendices) to verify implementation of the Information Management and Control Plan and DFARS 252.204-7012. Further, the Government reserves the right to use the IMCPs to iteratively navigate through the tiered supply chain. A Contractor will only have visibility to their next-tier supplier(s) IMCPs – sections 3a-e. Government reserves the right to request delivery of the SSP and POAM from the Contractor and any applicable Subcontractors included in the supply chain. All delivered data provided as part of the IMCP will be handled and classified by the Government as source selection sensitive information and stored accordingly.

### **2.3.5 CDRL Resolution**

The Contractor shall resolve Government comments to CDRLs within thirty (30) days after receipt of Government comments unless otherwise specified in the applicable DD Form 1423.

The Contractor shall submit a requests for, and obtain Government approval of, extensions via CDRLVue.

### **2.3.6 Government Access**

The Contractor shall authorize full and immediate Government access to SMCS facilities to perform independent technical verification activities IAW MDA Policy Memorandum #73, Quality, Safety, and Mission Assurance (QSMA) Directorate Access Authority.

## **3.0 Systems Engineering and Program Management**

### **3.1 Program Management (CLIN 0100; CLIN 1100)**

The Contractor shall manage the program to design, develop, test, and deliver an integrated, AUR payload and booster for the NGI program.

The Contractor shall develop, maintain, deliver, execute and comply with an NGI Program Management Execution Plan (PMEP) (CDRL A011) IAW the MDA GMD PMP.

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~~CUI~~**3.1.1 Program Management Processes, Deliveries and Reviews (CLIN 0100; CLIN 1100)**

The Contractor shall invite the Government to participate in all NGI technical reviews.

The Contractor shall post technical review documents IAW MDA-QS-001-MAP and the tailored MDA Instruction 5000.20-INS (ETR Process) to the Government IDDE.

**3.1.1.1 Integrated Baseline Reviews (CLIN 0100; CLIN 1100)**

The Contractor shall conduct an NGI Integrated Baseline Review (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.

The Contractor shall conduct NGI IBRs with Government participation on all NGI subcontracts that meet or exceed the Earned Value Management (EVM) application threshold.

The Contractor shall report risks associated with the Performance Measurement Baseline at all NGI IBRs.

**3.1.1.2 Integrated Product Team Reviews (CLIN 0100; CLIN 1100)**

The Contractor shall conduct weekly reviews at the Integrated Product Team (IPT) level. Topics to be covered shall include at a minimum: identification, assessment, mitigation, and resolution plans for technical and programmatic ongoing activities, and current IPT level Integrated Master Schedule (IMS) assessment and project status against that schedule.

The Contractor shall deliver additional topics as designated by the Government NGI IPT leads.

**3.1.1.3 Program Management Review CLIN 0100; CLIN 1100)**

The Contractor shall conduct a quarterly Program Management Review (PMR) for both programmatic and technical topics.

Charts for the PMRs shall be delivered to the Government IDDE 48 hours in advance of the event. Where digital dashboards are used for presenting PMR data instead of charts, the Government shall have access to the dashboard through the IDDE 48 hours in advance of the event. Topics to be covered shall include at a minimum: Earned Value metrics, spend plan, current headcount and cost actuals with projections of Estimate at Complete by Contractor by Work Breakdown Structure (WBS), status of current program risk assessment and mitigation plan for technical and programmatic risks, current IMS assessment and project status against that schedule, technical progress or issue identification and resolution across the AUR, and Parts, Materials, and Processes metrics.

The Contractor shall report technical status including an overview of design, development, test, or support activities in work accompanied by actionable status plans for resolution and recovery for every technical topic requiring forward work.

The Contractor shall report descriptive risks, issues and opportunities at each PMR to enable formulation of recovery plans and resource mitigation activities IAW the NGI Risks, Issues and Opportunities Management Plan.

The Contractor shall deliver additional topics to the Government IDDE as designated by the Government NGI Project Manager.

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

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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.

### **3.1.2 Core Metrics (CLIN 0100; CLIN 1100)**

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.

### **3.1.3 Finance and Business Operations (CLIN 0100; CLIN 1100)**

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)

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.

The Contractor shall include and deliver in the CWBS the Configuration Items (CIs). (CDRL A114)

The Contractor shall identify and deliver in the CWBS all major elements of subcontracted work. (CDRL A114)

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.

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.

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)

The Contractor shall flow Cost and EVM requirements down to Subcontractors that meet the application threshold.

The Contractor shall participate as a member of the Common Cost Model Cost Working Group (CWG).

The Contractor shall develop, maintain, and deliver the following CDRLs for all CLINs IAW the WBS in the CSDR Plan, J-12 attachment.

- 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).

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.

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

#### **3.1.4 Integrated Master Schedule (CLIN 0100; CLIN 1100)**

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, consisting of logic relationships for demonstrating compliance with the required activities to closure 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.

##### **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;

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and update and document the IMS baseline for Government approved changes IAW the MDA GMD PMP.

The Contractor shall establish the NGI schedule baseline and inform the GMD Schedule Manager and/or Procuring Contracting Officer (PCO) of the NGI IMS baseline and the critical event change requests.

#### **3.1.4.2 Integrated Master Schedule Analysis (CLIN 0100; CLIN 1100)**

The Contractor shall provide primary, secondary, and tertiary critical path and driving path analysis at the IMS network logic level. (CDRL A002)

The Contractor shall use Government-identified milestones and activities for driving path analysis.

The Contractor shall perform Schedule Risk Assessments against the Government-approved milestones and present probabilities to achieve these milestones at the quarterly PMRs.

The Contractor shall share all schedule information and methodologies with the GMD Schedule Manager.

#### **3.1.5 Technical Data Packages (CLIN 1100)**

The Contractor shall prepare and deliver the NGI Technical Data Package (TDP) through the 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.

The Contractor shall prepare and deliver the Silo TDP if silo modifications are required. (CDRL A169)

The Contractor shall prepare and deliver Support TDPs for NGI Peculiar Support Equipment (PSE), NGI Special Inspection Equipment (SIE), NGI Special Test Equipment (STE), NGI M&S, and NGI HWIL/Computer-in-the-Loop Laboratory (CIL) assets through the Government Windchill ePLM. Windchill can be accessed through the Government IDDE. (CDRL A055)

The Contractor shall deliver all TDPs in native file formats, complete with associated metadata and supplementary technical data as defined in MIL-STD 31000B, Technical Data Packages, to allow for editing, independent assessment, and mass and structure analysis by the Government along with 2D PDF, through the Government IDDE.

These TDPs are to be mutually exclusive deliveries, so delivery of multiple copies of the same data is not necessary or acceptable. Maintenance or updates to these TDPs are to be provided via the NGI Contracting Change Proposal (CCP), with the implementation of the CCP updating the TDP.

#### **3.1.6 Property Management (CLIN 0100; CLIN 1100)**

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 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.

The Contractor shall develop, maintain and deliver a Government Furnished Information, Facilities, Equipment, and Property (GFx) List in a Government editable format. (CDRL A116)

The Contractor's property management system, to include data management tools, policies, 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.

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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)

The Contractor shall status overall property accountability to the Government IDDE to include Subcontractors by location in a Government editable format.

The Contractor shall coordinate proposed GFx changes for Government approval.

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.

The Contractor shall dispose of excess property and provide justification for excess determination to the Government.

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.

The Contractor shall obtain written disposition instructions from the PCO or PLCO and funded via contract modification (if needed) prior to any demilitarization action.

The Contractor shall properly detail credited proceeds in the subsequent contract billing documents (e.g. voucher, invoice).

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.

The Contractor's property management program shall comply with DoDI 5000.64 Change 3, FAR Part 45, and DFARS Part 245.

### **3.1.7 Infrastructure Planning and Management (CLIN 0100; CLIN 1100)**

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)

### **3.1.8 Data Management (CLIN 0100; CLIN 1100)**

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)

### **3.1.9 Request for Not-to-Exceed (CLIN 0100)**

The Contractor shall deliver a Not-To-Exceed (NTE) estimate for the Long Lead Material

(b)(3):10 U.S.C. § 130

(b)(3):10  
U.S.C. § 130

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.

The Contractor shall deliver a NTE estimate for the production

(b)(3):10 U.S.C. § 130

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.

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680 The Contractor's NTE shall provide sufficient detail for the yearly sustainment cost (b)(3):10 U.S.C. § 130  
681 (b)(3):10 U.S.C. § 130

682 The Contractor shall provide a NTE estimate to maintain the NGI AUR production line processes,  
683 STE, PSE, quality controls, production locations and facilities for CLINs 2100-2104, for one year  
684 options.

685 The NTE shall also include training, certifying, and maintaining certification of production support  
686 personnel.

### 687 **3.1.10 Request for Proposal, Production (CLIN 0100)**

688 The Contractor shall deliver a proposal for the production of one (1) lot (b)(3):10 U.S.C. § 130  
(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 The Contractor shall include in the proposal the price to maintain the NGI AUR production line  
692 processes, STE, PSE, quality controls, production locations and facilities for CLINs 2100-2104, for  
693 one year options.

694 The proposal shall also include training, certifying, and maintaining certification of production  
695 support personnel.

696 The Contractor shall provide an update to the NTE for the yearly sustainment cost (b)(3):10 U.S.C. § 130  
697 (b)(3):10 U.S.C. § 130

### 698 **3.1.11 Material Items for Test Articles Pre-PDR (CLIN 0601)**

699 The Contractor shall fabricate and/or procure, material items to support the fabrication, installation  
700 and integration of AUR NGI flight test articles, limited to material items required to be procured Pre-  
701 PDR.

### 702 **3.1.12 Material Items for Test Articles Post-PDR (CLIN 0602)**

703 The Contractor shall fabricate, procure, and integrate material items to support the fabrication,  
704 installation and integration of AUR NGI flight test articles, limited to material items required to be  
705 procured Post-PDR.

## 706 **3.2 Systems Engineering and Integration**

### 707 **3.2.1 Systems Engineering & Integration Coordination with the Government (CLIN 0200; CLIN 708 1200)**

709 The Contractor shall execute systems engineering for NGI design, development, test, and production  
710 and integration of flight test and production articles throughout the period of performance (PoP) of  
711 this contract IAW the NGI Performance Specification. All systems engineering activities shall be  
712 conducted to provide for delivery of NGI with path for future upgradeability.

713 The Contractor shall develop, execute, maintain, and deliver an NGI Systems Engineering  
714 Management Plan (SEMP) (CDRL A020) IAW the MDA GMD Systems Engineering Plan (SEP)  
715 and MDA-QS-001-MAP.

716 The Contractor shall describe in the NGI SEMP how NGI development processes will be  
717 incorporated into the ETR process, support digital dashboard to support trade studies and analysis  
718 during technical reviews, particularly for system-level technical reviews, knowledge points and  
719 technical baselines.

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The Contractor shall describe their approach within the NGI SEMP for presenting model data using dashboard or other technologies during technical reviews.

The Contractor shall describe in the NGI SEMP how development activities will be integrated within SE processes, acquisition documents and CDRLs.

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.

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)

### **3.2.2 Technical Reviews (CLIN 0200; CLIN 1200)**

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.

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.

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.

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.

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.

Government approval of the updates to OE will be a constraint to completion of the review.

The Government will provide a response to post-ETR OE updates within seven (7) days of delivery to the Government IDDE.

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.

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 ITRA.

The Contractor shall incorporate ITRA findings into the NGI Risk Management process.

#### **3.2.2.1 Technical Execution Reviews (CLIN 0200; CLIN 1200)**

The Contractor shall conduct NGI Technical Execution Reviews (TERs) IAW the NGI SEMP.

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~~CU~~**3.2.2.2 NGI Software Specification Reviews (CLIN 0200)**

The Contractor shall conduct a Software Specification Review (SSR) 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 SSR action items through submittal and closure by the Government.

**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.

**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.

The Contractor shall conduct Preliminary Trade Studies and report findings as OE for PDR IAW 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 IDDE to enable 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.

**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 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 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 enable independent Government analysis of findings.

The Contractor shall provide an updated plan to describe the path to meet the objective NGI requirements, as described in the GMD NGI AUR PS (MIS-61834), at CDR.

**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 TRP and complete all QRR action items through submittal and closure by the Government.

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

The Contractor shall conduct Engineering and Manufacturing Readiness Level (EMRL) assessments IAW MDA Instruction 5010.24-INS in support of the Manufacturing and Production Readiness 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.

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~~CU~~**3.2.2.8 NGI Production Readiness Review (CLIN 1200)**

The Contractor shall conduct NGI, Safety or Mission Critical Subassembly, Subsystem, System, and Component, PSE, SIE, STE, and Software and Firmware PRRs IAW MDA-QS-001-MAP and the NGI SEMP.

The Contractor shall deliver to the Government IDDE the NGI PRR OE.

**3.2.2.9 Interceptor Silo System Reviews (CLIN 1200)**

The Contractor shall support planning and execution of Interceptor Silo System Reviews (ISSRs), as applicable to NGI, IAW the GMD Hardware Delivery Process (GHDP).

**3.2.2.10 Test Readiness Reviews (CLIN 1200)**

The Contractor shall conduct Test Readiness Reviews (TRRs) in compliance with MDA-QS-001-MAP, the tailored MDA Instruction 5000.20-INS, the NGI SEMP and the TRP and complete all TRR action items through submittal and closure by the Government.

**3.2.3 Architecture Development and Model Support (CLIN 0200; CLIN 1200)**

The Contractor shall implement a Model-Based Systems Engineering (MBSE) approach and document this approach through the NGI SEMP. See also Attachment J-18, NGI Elements of Value (#6) for additional incorporated requirements.

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 GMD Systems Model. (CDRL A020)

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, and supporting systems analysis models and simulations. (CDRL A020)

The Contractor shall deliver to the Government IDDE the integrated, cohesive NGI Systems Architecture Model consisting of the Requirement, Structure, Behavior, and Parametric views and supporting systems analysis models and simulations. (CDRL A038)

The Contractor shall describe in the NGI SEMP how traceability will be maintained between NGI requirements, architecture, analysis models, hardware TDPs and Software design.

The Contractor shall deliver the NGI Systems Architecture Model as a single electronic file, using a format with associated data dictionaries and metadata defining model entries that is compatible with NoMagic Cameo version 19 service pack 4, or later version with mutual Government/Contractor agreement.

The Contractor shall develop the NGI Systems Architecture Model using the Systems Modeling Language (SYSML) v1.5 described in ISO/IEC 19514:2017, IT - Object Management Group (OMG) Systems Modeling Language (SYSML).

The Contractor shall develop NGI Systems Architecture Model views to be compliant with ISO/IEC 19513:2017 IT - OMG Unified Profile for DODAF and MODAF (UPDM), 2.1.1.1

The Contractor shall develop, deliver and maintain the NGI Concept of Operations (CONOPs) to remain consistent and traceable to Use Cases, design decisions, functional allocations and technical maturity of the NGI Systems Architecture Model and aligned to the GMD Increment X Operations Concept (OPSCON). (CDRL A028)

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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)

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.

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)

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.

### **3.2.4 Technical Performance Measurements (CLIN 0200; CLIN 1200)**

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.

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.

The Contractor shall identify TPMs within, and trace to, the NGI Systems Architecture model elements.

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.

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.

### **3.2.5 Integration (CLIN 0200; CLIN 1200)**

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."

The Contractor shall develop, execute, maintain, and deliver an NGI Systems Integration Implementation Plan (SIIP) (CDRL A126) IAW the GMD Systems Integration Plan.

The Contractor shall execute a Live Sequence Demonstration integration and interface validation event and deliver the test results to the Government. (CDRL A013)

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)

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.



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881 See also Attachment J-18, NGI Elements of Value (#7) for additional incorporated requirements.

882 **3.2.5.1 Silo Design (CLIN 0200)**

883 The Contractor shall provide changes required to the current internal silo configuration, to include  
884 operational and test silos at VAFB and FGA, to support NGI emplacement to include physical,  
885 electrical and logical interface changes, associated cost and schedule requirements to the  
886 Government IDDE. TDPs shall be delivered describing these changes IAW Section 3.1.5 of this  
887 SOW.

888 **3.2.5.2 VAFB Test Silo Modifications (CLIN 1101)**

889 The Contractor shall perform modifications to the existing GMD test silos at VAFB to support NGI  
890 flight tests.

891 The Contractor shall design, develop, and deliver all modifications, including PSE, SIE, and STE, to  
892 support changes to the existing silos IAW Section 6.0.

893 **3.2.5.3 RESERVED**

894 **3.2.6 Requirements Development and Maintenance (CLIN 0200; CLIN 1200)**

895 The Contractor shall develop and maintain the NGI Requirements Model IAW the NGI SEMP.

896 The Contractor shall deliver the NGI Requirements Model IAW the NGI SEMP as a single,  
897 classified, DOORS® database. (CDRL A008)

898 The Contractor shall provide technical expertise in development and maintenance of the respective  
899 GMD and NGI requirements including functional, performance, and interface requirements,  
900 associated Verification Cross Reference Matrices, trace reports IAW MDA Directive 5000.15  
901 (BMDS Requirements Traceability Process), the NGI SEMP, MDA-QS-001-MAP, and TBR/TBD  
902 Burn Down Plans.

903 The Contractor shall develop, execute, maintain, and deliver the respective NGI performance  
904 specifications as components of the NGI Requirements Model that includes the associated  
905 Verification Cross Reference Matrices, bidirectional trace reports IAW MDA Directive 5000.15, the  
906 NGI SEMP, and TBR/TBD Burn Down Plans. (CDRL A008)

907 The Contractor shall trace all NGI requirements to the design elements of the NGI Systems  
908 Architecture model which implements that requirement.

909 The Contractor may suggest departure from contracted technical baseline requirements by submitting  
910 a Request for Variance IAW the GMD CMP. (CDRL A012)

911 **3.2.7 Interfaces (CLIN 0200; CLIN 1200)**

912 The Contractor shall develop and execute all NGI to GMD GS interfaces IAW the GMD GS to AUR  
913 ICS (MIS-61833) and corresponding Interface Design Descriptions (IDD).

914 The Contractor shall develop, execute, maintain and deliver NGI Internal Interface Requirements  
915 Specifications (IRSs) and Interface Control Documents (ICDs) as a component of the NGI  
916 Requirements Model to include associated Verification Cross Reference Matrixes, and bidirectional  
917 trace reports, and TBR/TBD Burn Down Plans IAW MDA Directive 5000.15 and as detailed by the  
918 NGI SEMP. (CDRL A008)

919 The Contractor shall develop, execute, maintain and deliver the NGI Internal IDD as a component of  
920 the NGI Systems Architecture Model to include associated design analyses and methodologies,

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

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~~CU~~**3.2.9 Configuration Management (CLIN 0200; CLIN 1200)**

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.

The Contractor shall have the NGI CMEP and processes in place by SRR to properly identify, control, document and verify NGI Requirements and NGI Architecture models.

The Contractor shall have the NGI CMEP and processes in place by SRR to properly identify, control, document and verify, and audit software items IAW the MDA-QS-001-MAP and GMD CMP.

The Contractor shall prepare and deliver NGI Configuration Status Accounting (CSA) Information IAW the MDA-QS-001-MAP and the NGI CMEP. (CDRL A107)

The Contractor shall prepare and deliver NGI as-built records IAW the MDA-QS-001-MAP and the NGI CMEP. (CDRL A108)

The Contractor shall prepare and deliver NGI Engineering Change Proposals (ECPs) IAW MDA-QS-001-MAP and NGI CMEP. (CDRL A001)

The Contractor shall prepare and deliver Notices of Revision (NORs) with ECPs IAW the NGI CMEP. (CDRL A104)

The Contractor shall prepare and deliver Engineering Release Records (ERRs) with ECPs IAW the NGI CMEP. (CDRL A106)

**3.2.10 Risk Management (CLIN 0200; CLIN 1200)**

The Contractor shall develop, execute, maintain, and deliver an NGI Risks, Issues, and Opportunities Management Plan (RIOMP) developed IAW the GMD RIOMP and the MDA-QS-001-MAP. (CDRL A022)

**3.2.11 Performance and Survivability Analysis (CLIN 0200; CLIN 1200)**

The Contractor shall develop, execute, maintain, and deliver an NGI Analysis Execution Plan (AEP) IAW the GMD Program Analysis Plan (PAP). (CDRL A140)

The Contractor shall present post-test data, post-test analyses results, and pre-test to post-test prediction comparisons at the respective test's Post-Test Data Analysis Review IAW the NGI AEP and the NGI TEP. Test and analysis data shall be delivered in a Government editable format.

**3.2.11.1 Analysis Tools (CLIN 0200; CLIN 1200)**

The Contractor shall update, integrate, and deliver analysis tools, data manipulation and extraction scripts, analysis scripts, and data report generators used in NGI analyses to the Government IAW the NGI AEP. (CDRL A065)

The Contractor shall deliver source and executable code and associated documentation for the analysis tools (CDRL A065) to the Government IAW the NGI AEP for Government collaboration and independent execution.

The Contractor shall deliver user manuals, metadata and supplementary data for the analysis tools (CDRL A091) to the Government IAW the NGI AEP.

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999 **3.2.11.2 GMD and MDS Analysis Support (CLIN 0200; CLIN 1200)**

1000 The Contractor shall provide technical expertise in planning and executing analyses and deliver  
 1001 supporting analyses and data IAW the GMD PAP, the GMD Integrated Test Plan (ITP), the GMD  
 1002 Verification Plan, and the GMD M&S Verification, Validation and Accreditation (VV&A) Plan.

1003 The Contractor shall support the development, maintenance and delivery of the GMD and NGI  
 1004 Capabilities and Limitations reports IAW the NGI AEP.

1005 The Contractor shall develop, maintain and deliver an NGI Survivability Assessment Report (SAR)  
 1006 (CDRL A130) to include a review of system threats, system performance issues, system degradation  
 1007 or shortfalls, and suggested improvements to Battle Management algorithms.

1008 The Contractor shall provide technical expertise to perform, document, and assess (b)(3):10 U.S.C. § 130

1009 (b)(3):10 U.S.C. § 130

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1011 **3.2.12 Electromagnetic Environmental Effects (CLIN 0200; CLIN 1200)**

1012 The Contractor shall develop, deliver, maintain and execute an NGI Electromagnetic Environmental  
 1013 Effects (E3) Control Plan. (CDRL A040)

1014 The Contractor shall develop and implement NGI and Subsystems' designs to be electromagnetically  
 1015 compatible with other GMD and MDS Systems, Support Systems and Sensors in the NGI  
 1016 operational electromagnetic environment.

1017 The Contractor shall perform analysis and testing of the NGI designs IAW E3 requirements and  
 1018 standards MIL-STD-464C, DOD Interface Standard: E3 Requirements For Systems, and deliver the  
 1019 analyses and results to the Government IDDE.

1020 The Contractor shall deliver E3 Integration and Analysis Report (E3IAR). (CDRL A160)

1021 The Contractor shall deliver E3 Verification Procedures (E3VP). (CDRL A161)

1022 The Contractor shall deliver E3 Verification Report (E3VR). (CDRL A162)

1023 The Contractor shall deliver Spectrum Certification Spectral Characteristics Data. (CDRL A163)

1024 The Contractor shall design all NGI communication equipment to comply with DoD, national, and  
 1025 international regulations for the use of the electromagnetic spectrum, as described in the National  
 1026 Telecommunications and Information Administration (NTIA) "NTIA Manual of Regulations and  
 1027 Procedures for Radio Frequency Management."

1028 The Contractor shall design all NGI communication equipment to comply with DoD, national, and  
 1029 international regulations for the use of the electromagnetic spectrum, as described in DoDI 4650.01  
 1030 Change 1 "Department of Defense Instruction, Policy and Procedures for Management and Use of  
 1031 the Electromagnetic Spectrum."

1032 The Contractor shall meet all NGI Electromagnetic Environment requirements throughout the rated  
 1033 life cycle of the Interceptor by including the following activities and tasks: maintenance, repair,  
 1034 surveillance, and corrosion control as described in MIL-STD-464C "DoD Interface Standard –  
 1035 Electromagnetic Environmental Effects Requirements for Systems."

1036 The Contractor shall meet requirements during and after exposure from internal or external sources  
 1037 during production, transportation, emplacement, and operations IAW MIL-STD-464C "DoD  
 1038 Interface Standard – Electromagnetic Environmental Effects Requirements for Systems, Paragraph  
 1039 A.5.8" and MDA-QS-001-MAP.

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~~CU~~**3.2.12.1 Electrostatic Discharge (CLIN 0200; CLIN 1200)**

The Contractor shall develop, maintain, and execute an Electrostatic Discharge (ED) Control Plan IAW MDA-QS-001-MAP.

**3.2.12.2 High-Altitude Electromagnetic Pulse (CLIN 0200; CLIN 1200)**

(b)(3):10 U.S.C. § 130

The Contractor shall adhere to DoDI 3150.09 Change 2, MIL-STD-461G, MIL-STD-188-125-1, and MIL-STD-188-125-2, MIL-STD-2169C, and MDA-QS-001-MAP.

The Contractor shall meet certification requirements of United States Strategic Command (USSTRATCOM) Instruction SI-501-2 and MIL-HDBK-423.

(b)(3):10 U.S.C. § 130

**3.2.13 Survivability Program Plan (CLIN 0200; CLIN 1200)**

(b)(3):10 U.S.C. § 130

**3.2.14 Test and Evaluation (CLIN 0200; CLIN 1200)**

The Contractor shall develop, deliver, maintain and execute an NGI TEP (CDRL A036) IAW the GMD ITP, MDA-QS-001-MAP, the NGI VEP, the GMD M&S VV&A Plan, GME-TAI-RFIT-0089, the BMDS Flight Test (FT) CONOPS, the BMDS Ground Test (GT) CONOPS, the BMDS Cybersecurity Test CONOPS, the NGI DEF, and MDA Directive 3000.11 Test Policy.

The Contractor shall develop the NGI TEP with traceability to the following documentation for closed loop verification: GMD System Specification & VCRM, Subsystem VCRMs, NGI Requirements Model, NGI Systems Architecture Model, NGI ICDs/IRSSs, NGI VEP, NGI Integration Implementation Plan, NGI DEF, NGI Manufacturing and Initial Production Plan (MIPP), NGI SDP, NGI Reliability, Availability, Maintainability, and Testability (RAMT) Plan, NGI Parts, Materials and Processes Control Plan (PMPCP), NGI System Safety Program Plan (SSPP), NGI M&S Execution Plan, NGI E3 Control Plan, NGI Hardware, Software, and Firmware Utilization Matrix (HFSUM), NGI Quality and Mission Assurance Program Plan, and NGI CMEP.

The Contractor may submit deferral requests for non-critical parts to be tested Post-PDR in the TEP for Government approval.

The Contractor shall include in the NGI TEP all testing and evaluation across the NGI program to include: developmental testing and evaluation and BMD and GMD-level Ground, Cyber, and FT events.

The Contractor shall include the following developmental testing and evaluation in the NGI TEP: testing to mature technologies to a TRL of 7, testing to verify critical component performance (e.g. GN&C), hot fire, sensor characterization, structural performance, isolator testing, survivability testing, environmental testing, integration events identified in the NGI SIIP, acceptance testing, qualification testing, software qualification testing, reliability testing, (b)(4)

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The Contractor shall notify the Government of test dates at least four (4) weeks in advance and shall provide access to the Government representatives for witnessing all NGI tests described in the NGI TEP and the Prototype Test Plan.

The Contractor shall update, maintain and deliver the NGI DEF to incorporate additional test opportunities to reduce technical risk for the Contractor's NGI design. (CDRL A036)

The Contractor shall capture in the NGI DEF how NGI acquisition, programmatic, technical and operational decisions will be informed by evaluation, how the NGI system will be evaluated, how test and M&S events will provide data for evaluation and what resources are required to execute tests, conduct evaluation, and inform program decisions.

#### **3.2.14.1 NGI Test Activities (CLIN 0200; CLIN 1200)**

The Contractor shall plan, conduct and co-chair with the Government NGI TRRs for all tests IAW MDA-QS-001-MAP and the NGI TEP.

The Contractor shall document, deliver and execute Detailed Test Plans for all tests identified in the NGI TEP. (CDRL A043)

The Contractor shall document, deliver and execute Detailed Test Procedures for each event defined in the NGI TEP. (CDRL A044)

The Contractor shall execute Qualification testing and analysis and develop and maintain the NGI Qualification reports as quality records IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089. (CDRL A013)

The Contractor shall develop and deliver NGI Test Reports (CDRL A013) for all tests identified in the NGI TEP IAW the GMD ITP, reporting progress, integration and test issues, design and manufacturing deficiencies, and results.

The Contractor shall conduct tests in a requisite certified cleanliness environment, where applicable, and deliver the cleanliness level certification at the respective TRR IAW MDA-QS-001-MAP and the NGI TEP.

The Contractor shall verify trained and certified personnel wear protective equipment and approved static electricity discharge equipment prior to contacting equipment before, during, and after test execution IAW MDA-QS-001-MAP.

The Contractor shall support the Test Incident Reports (TIRs), BMDS Discrepancy Report (BDR) and Test Observation (TO) processes including determination of applicability of existing incidents, BDRs, and TOs to future test events as well as development of corrective actions and burn-down plans for all tests described in the NGI TEP.

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1125 The Contractor shall maintain TIRs, BDRs and TOs, corrective actions and burn-down plans mapped  
 1126 to the NGI Systems Architecture Design, and traced to the NGI Systems Architecture model  
 1127 elements.

1128 The Contractor shall support pre- or post-event anomaly investigation and failure review activities  
 1129 for all tests identified in the NGI TEP IAW the MDA-QS-001-MAP.

1130 The Contractor shall maintain pre- or post-event anomaly investigation and failure review data  
 1131 mapped to the NGI Systems Architecture Design, and traced to the NGI Systems Architecture model  
 1132 elements.

#### 1133 **3.2.14.2 NGI Prototype Test Activities (CLIN 0200; CLIN 1200)**

1134 To reduce development and integration risk, and to validate concepts through demonstrations, the  
 1135 Contractor shall develop prototype tests of their systems and key elements as defined in the  
 1136 following subparagraphs.

1137 The Contractor shall detail prototype tests for all NGI Critical Technologies and CTEs in the  
 1138 Prototype Test Plan. (CDRL A167)

1139 The Contractor shall deliver a Prototype Test Report (CDRL A168) for each test detailed in the  
 1140 Prototype Test Plan. (CDRL A167)

1141 The Contractor shall provide a Prototype Test Plan covering all Contractor proposed and  
 1142 Government approved prototyping activities in advance of testing. (CDRL A167)

1143 The Contractor shall include in the Prototype Test Plan (CDRL A167) a description of the hardware  
 1144 or system to be prototyped, traceability to the NGI Requirements and NGI Systems Architecture  
 1145 models, anticipated schedule of test events and milestones (which includes data and report delivery  
 1146 to the Government), a V&V plan (which includes correlation to any Modeling and Simulation  
 1147 (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 The Contractor shall obtain approval of the content and format for all Prototype Test Reports (CDRL  
 1150 A168) and document this in the Prototype Test Plan (CDRL A167).

1151 The Contractor shall summarize prototyping test results and the methodology used to analyze test  
 1152 results in a Prototype Test Report. (CDRL A168)

1153 The Contractor shall include in the Prototype Test Report achieved technical performance, achieved  
 1154 risk mitigation, assessment of risk reduction versus original projection plans for future risk reduction,  
 1155 correlation to any M&S identified in SOW Section 5.2 and plans for integration with higher lever  
 1156 NGI systems.

#### 1157 **3.2.14.3 NGI Integration Testing Support (CLIN 0200; CLIN 1200)**

1158 The Contractor shall support GMD Integration Testing in both Contractor and Government run  
 1159 facilities IAW the GMD ITP.

#### 1160 **3.2.14.4 System Test Support (CLIN 0200; CLIN 1200)**

1161 The Contractor shall support the NGI-related activities for the BMD and GMD System tests as  
 1162 described in the GMD ITP, BMDS FT CONOPS, BMDS GT CONOPS, BMDS Cybersecurity Test  
 1163 CONOPS, GMD Cybersecurity Test Plan, MDA Directive 3000.11 Test Policy, and DoD  
 1164 Cybersecurity Test and Evaluation Guidebook 2.0

1165 The Contractor shall support the Assessment Integrated Product Team (AIPT) processes.

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

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1205 The Contractor shall support infrastructure configuration build-up following GMD component  
 1206 hardware and software upgrades and Installation and Checkout (I&CO) in the appropriate System  
 1207 Test Lab (STL).

1208 The Contractor shall support stimulation and test framework development and integration activities  
 1209 as well as integration with GMD and BMD System test assets leading up to execution of GTs in  
 1210 STLs.

1211 The Contractor shall support stimulation and test framework development and integration activities  
 1212 as well as integration with GMD and BMD System test assets leading up to the execution of  
 1213 Distributed Ground Tests (GTDs).

#### 1214 **3.2.14.4.1.4 System Ground Test Execution (CLIN 0200; CLIN 1200)**

1215 The Contractor shall support test execution IAW the GMD ITP and the NGI TEP to include  
 1216 execution of Developmental Test (DT) and Operational Test (OT) Runs for Record (RFR) as well as  
 1217 development of Daily Status Reports and Test lessons learned.

1218 The Contractor shall provide reports of test results at the end of each day during integration, dry  
 1219 runs, and RFR phases of GTs.

#### 1220 **3.2.14.4.1.5 System Ground Test Analysis and Reporting (CLIN 0200; CLIN 1200)**

1221 The Contractor shall conduct analysis of NGI performance to include integration runs, dry runs, and  
 1222 RFR as described in the NGI TEP.

#### 1223 **3.2.14.4.2 Other Ground Tests (CLIN 0200; CLIN 1200)**

1224 The Contractor shall support other ground test activities including but not limited to: real world,  
 1225 operational exercise type events; Warfighter Tactics, Techniques, and Procedures (TTPs)  
 1226 development events; external element upgrades and trial periods and GMD and NGI tests described  
 1227 in the GMD ITP.

1228 This Contractor shall support planning and issue resolution, upload NGI component data to the  
 1229 MDCC, and provide analyses, as directed, to support these other ground test activities.

#### 1230 **3.2.14.4.3 Cybersecurity Tests (CLIN 0200; 1200)**

1231 The Contractor shall support the planning, design, integration, execution, analysis, and reporting  
 1232 activities for Cybersecurity Testing as described in the GMD ITP, the BMDS Cybersecurity Test  
 1233 CONOPs, the GMD Cybersecurity Test Plan, the NGI TEP and the NGI Cybersecurity  
 1234 Implementation Plan (CIP).

#### 1235 **3.2.14.4.3.1 Cybersecurity Test Requirements, Test Planning and Design (CLIN 0200; 1236 CLIN 1200)**

1237 The Contractor shall support planning for GMD and BMD System Cybersecurity events, tests or  
 1238 campaigns identified in the NGI TEP.

1239 The Contractor shall support development of GMD and NGI test objectives, test and data  
 1240 requirements, test configurations, integration and analysis plans, test planning documentation, and  
 1241 supporting schedules for all Cybersecurity Tests identified in the NGI TEP.

1242 The Contractor shall document and manage test requirements in the NGI Requirements Model,  
 1243 tracing test requirements to the System Requirements or Design element being verified in the test.

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~~CU~~**3.2.14.4.3.2 Cybersecurity Test Readiness and Integration (CLIN 0200; CLIN 1200)**

The Contractor shall support GMD integration testing with NGI component hardware and software leading up to each Cybersecurity test event identified in the NGI TEP.

The Contractor shall support infrastructure configuration build-up following NGI component hardware and software upgrades and I&CO for each Cybersecurity test event identified in the NGI TEP.

The Contractor will confirm the NGI configuration is documented and correctly isolated, if required, to perform Cybersecurity testing.

**3.2.14.4.3.3 Cybersecurity Test Execution (CLIN 0200; CLIN 1200)**

The Contractor shall support BMD and GMD Cybersecurity test execution as described in the NGI TEP IAW the GMD ITP and the NGI TEP.

The Contractor shall support execution of GMD and BMDS integration, dry runs, DT and OT RFRs, and development of Daily Status Reports and Test lessons learned.

The Contractor shall provide reports of test results at the end of each day during integration, dry runs, and RFR.

The Contractor shall support re-constitution of the system under test as directed.

**3.2.14.4.3.4 Cybersecurity Test Analysis and Reporting (CLIN 0200; CLIN 1200)**

The Contractor shall conduct analysis of GMD element performance to include integration runs, dry runs, and RFR as described in the NGI TEP.

The Contractor shall support the development of Test Evaluation Reports and conduct of PTABs for each Cybersecurity Test in which NGI participates.

The Contractor shall participate in the planning, design, integration, execution, analysis, and reporting activities for GMD and NGI Cybersecurity tests IAW the GMD ITP and NGI TEP.

**3.2.14.4.4 Flight Tests (CLIN 0200; CLIN 1200)**

The Contractor shall participate in the planning, design, integration, execution, analysis, and reporting for NGI activities for FTs described in the NGI TEP to include GMD Pre-Mission Tests (PMTs), BMD SPMTs and System Post-Flight Reconstructions (SPFRs) IAW the GMD ITP and the NGI TEP.

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.

The Contractor shall provide, maintain and update any NGI test equipment required for FTs. (b)(4)

(b)(4)

**3.2.14.4.4.1 Flight Test Requirements, Test Planning and Design (CLIN 0200; CLIN 1200)**

The Contractor shall support the development of test event requirements, and conduct test planning for participation in FT events as described in the GMD ITP IAW the NGI TEP.

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1283 The Contractor shall support the development and documentation of GMD and NGI test objectives;  
 1284 test and data requirements; test configurations; SPMT plans; Digital System Pre-Mission Test  
 1285 (DSPMT) plans; SPFR plans; analysis plans; and supporting schedules.

1286 The Contractor shall document and manage test requirements in the NGI Requirements Model,  
 1287 tracing test requirements to the System Requirements or Design element being verified in the test.

1288 The Contractor shall deliver data to the Government IDDE to support the Program Introduction (PI)  
 1289 initial Technical Interchange Meeting (TIM) through the 30/45 SW/XP office to address flight test  
 1290 planning, operations, and safety concerns IAW Air Force Space Command Manual 91-710 Volume  
 1291 1-7 (AFSPCMAN 91-710V1-7).

1292 The Contractor shall support the development of range safety analysis and documentation IAW  
 1293 AFSPCMAN 91-710V1-7; Range Commander's Council (RCC) 319-19 and 324-11, using Eastern  
 1294 and Western Range (EWR) 127-1 as reference.

1295 The Contractor shall support the development of a Range Safety Data Package (RSDP) for each FT  
 1296 described in the NGI TEP.

1297 (b)(3):10 U.S.C. § 130

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1305 The Contractor shall support the presentation of the design to the relevant range and flight safety  
 1306 personnel and work with MDA to achieve acceptance of the proposed flight safety system  
 1307 implementation.

1308 The Contractor shall support interactions with the flight test range and working groups designed to  
 1309 prepare the flight safety system for test.

1310 The Contractor shall support development of test IDMPs.

1311 The Contractor shall support development of test scenarios and target requirements for FTs described  
 1312 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 The Contractor shall support the development of a Test Case Design Document (TCDD), Test  
 1316 Information Sheets (TIS), and certification packages in support of pre-mission testing and post-flight  
 1317 reconstruction events.

#### 1318 **3.2.14.4.2 Flight Test Readiness and Integration (CLIN 0200; CLIN 1200)**

1319 The Contractor shall support the GMD and NGI test readiness and integration for FTs IAW NGI  
 1320 TEP.

1321 The Contractor shall support the integration of NGI components into the GMD Prime Contractor  
 1322 Integration Lab (PCIL) to conduct PMTs, SPMTs and SPFRs.

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The Contractor shall support the integration and execution of closed loop sensor performance testing in the NGI Development Lab (NDL) as part of the PMTs, SPMTs and SPFRs.

The Contractor shall support simulation framework and MDS integration and readiness tests.

The Contractor shall support the completion of GMD integration and execution of GMD integration and readiness tests for FTs described in the NGI TEP.

The Contractor shall support the Government Mission Director in the conduct of the pre-mission events for FTs described in the NGI TEP.

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.

#### **3.2.14.4.4.3 Flight Test Execution (CLIN 0200; CLIN 1200)**

The Contractor shall support GMD test execution in support of the FTs as described in the GMD ITP and the NGI TEP.

The Contractor shall support the Government Mission Director in the conduct of FT events as described in the NGI TEP.

(b)(3):10 U.S.C. § 130

#### **3.2.14.4.4.4 Flight Test Analysis and Reporting (CLIN 0200; CLIN 1200)**

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.

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.

The Contractor shall support and contribute to Public Affairs (PA) products as described in the test data requirements plan.

#### **3.2.14.4.4.5 Flight Test Silo Refurbishment and Reconfiguration; Test Article Emplacement (CLIN 0200; CLIN 1200)**

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.

The Contractor shall support the conduct of a Silo Readiness Review with the Government and other GMD Contractors to verify readiness for NGI emplacement.

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)

The Contractor shall support pre-flight test walk-up activities and execute silo pre-flight test maintenance to ensure flight test readiness.

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.

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~~CU~~**3.2.14.4.4.6 Other Flight Tests (CLIN 0200; CLIN 1200)**

The Contractor shall support targets of opportunity or other flight testing as described in the GMD ITP and the NGI TEP.

**3.2.14.4.5 MDS Assessment and Development Testing (CLIN 0200; CLIN 1200)**

The Contractor shall support the planning, design, integration, execution, analyses, and reporting activities for Digital BMDS Assessment and Development test events IAW the NGI M&S Execution Plan.

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 Digital BMDS Assessment and Development Testing.

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.

The Contractor shall support MDS and GMD integration testing with NGI software required to meet Test Objectives leading up to each Digital BMDS Assessment and Development Test event.

The Contractor shall support executing a constructive digital model representation of the NGI system in support of each Digital BMDS Assessment and Development Test event.

The Contractor shall support stimulation and test framework development and integration activities leading up to execution of Digital BMDS Assessment and Development Testing.

The Contractor shall conduct and deliver to the Government IDDE analysis of NGI performance to include integration runs, dry runs, and RFRs for Digital BMDS Assessment and Development Tests as described in the NGI AEP.

**3.2.14.4.6 System Test Laboratory Support (CLIN 0200; CLIN 1200)**

The Contractor shall provide responsible engineers to troubleshoot test incidents and failures discovered during integration and test activities in the STLs, to include GTs, SPMTs, SPFRs, and DSPMTs, and determine root cause.

The Contractor shall oversee the repairs of Contractor-furnished hardware and software and certify repaired hardware and software meet the requirements of the GMD system.

The Contractor shall provide GMD support and input to MDA developed test documentation and MDA test meetings, reviews and schedules.

The Contractor shall provide Change Request (CR) documentation to request a change to NGI hardware and software in STLs.

**3.2.14.5 NGI Product Test and Inspection Plan (CLIN 0200; CLIN 1200)**

The Contractor shall develop and maintain NGI Product Test and Inspection Plans (PTIPs) as quality records and execute an Inspection Program IAW MDA-QS-001-MAP.

**3.2.14.6 GMD Test Laboratory Support (CLIN 0200; CLIN 1200)**

The Government and GMD Contractors run and operate numerous HWIL and CIL laboratories to support GMD and MDS level integration and testing events.

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The Contractor shall develop, deliver and maintain the Test Set Description Document (TSDD) (CDRL A144) IAW the GMD ITP detailing architecture overviews, testing requirements and other technical considerations for Test Sets at all facilities supporting the development, testing and fielding of NGI.

The Contractor shall deliver the software design decisions, algorithm descriptions, and the architectural designs in the Software Design Description (SDD) to the Government to support GMD Labs. (CDRL A064)

The Contractor shall deliver software and firmware source and executable code to the Government to support GMD Labs. (CDRL A065)

The Contractor shall deliver drawings or drawing sets to support GMD Labs as a subset of the ordered Support TDP as defined and ordered at Paragraph 3.1.5 (CDRL A055) in the original file formats and enable Government editing and analysis of the drawings.

The Contractor shall develop, maintain, and deliver NGI User Manuals to the Government to support GMD Labs. (CDRL A142)

The Contractor shall develop and maintain NGI Acceptance Test Reports as quality records to support GMD Labs IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089. (CDRL A013)

#### **3.2.14.6.1 Computer-in-Loop Laboratory Support (CLIN 0200; CLIN 1200)**

The Contractor shall provide support for all GMD CILs over the PoP of the contract.

The Contractor shall support planning, technical integration, PSE, ISE and STE requirements, CIL buildup at the facility, baselining, and sustainment of the delivered hardware, software and equipment.

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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.

### **3.2.14.6.2 Hardware-in-Loop Support (CLIN 0200; CLIN 1200)**

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#### **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.

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**3.2.14.6.2.4 NGI Development Lab Sensor Closed Loop Testing (CLIN 0200; CLIN 1200)**

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 closed loop testing.

The Contractor shall support on-site payload integration, testing, data collection, data analysis and de-mating with the NDL space chamber in support of closed loop testing.

The Contractor shall deliver all technical data for the sensor system to include drawings, technical performance data and interface documentation required for a laboratory spread UUT testing environment. (CDRL A055)

The Contractor shall design all required integration test signals and data collection requirements into the UUT.

The Contractor shall deliver the NGI sensor digital performance model (CDRL A065) prior to the closed 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.

**3.2.15 Human Factors Engineering (CLIN 0200; CLIN 1200)**

The Contractor shall comply with MIL-STD-1472G w/CHANGE 1 “DoD Design Criteria Standard: Human Engineering.”

**3.2.16 Reliability, Availability, Maintainability, and Testability Program (CLIN 0200; CLIN 1200)**

The Contractor shall develop, maintain, deliver and execute the NGI RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.

The Contractor shall flow down and verify compliance to RAMT requirements for Subcontractors and suppliers IAW MDA-QS-001-MAP.

**3.2.16.1 Reliability Models, Allocations, and Predictions (CLIN 0200; CLIN 1200)**

The Contractor shall deliver and maintain reliability models, allocations, and predictions reports (CDRL A048) IAW MDA-QS-001-MAP.

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).

**3.2.16.2 Mission and Reliability Critical Items (CLIN 0200; CLIN 1200)**

The Contractor shall deliver Mission and Reliability Critical Items List (MCI and RCI). (CDRL A045)

**3.2.16.3 Failure Reporting Analysis and Corrective Action System (CLIN 0200; CLIN 1200)**

The Contractor shall execute and maintain a Failure Reporting and Corrective Action System (FRACAS) IAW MDA-QS-001-MAP.

The Contractor shall deliver FRACAS Plans as an Appendix to the NGI RAMT Plan to include data items for collection to address open findings, where data are stored, how data are to be analyzed and path to addressing the issues. (CDRL A037)

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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)

The Contractor shall maintain all FRACAS findings, data and resolution plans mapped to the NGI Systems Architecture design, and traced to the NGI Systems Architecture model elements.

**3.2.16.4 Failure Prevention and Review Team (CLIN 0200; CLIN 1200)**

The Contractor shall establish an NGI Failure Prevention and Review Team (FPRT) as part of the FRACAS.

**3.2.16.5 Contractor Support to Government Failure Review Boards (CLIN 0200; CLIN 1200)**

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.

The Contractor shall provide subject matter expertise associated with each failure under review by the Government FRB at each Government FRB meeting.

**3.2.16.6 Unverified Failures Disposition (CLIN 0200; CLIN 1200)**

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).

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.

The Contractor shall provide written notification to the Government of an UVF/NRF within five working days of the occurrence of the anomaly classification is determined (The purpose of immediate notification is to allow the Government to take the necessary actions to preclude the use of implicated hardware).

**3.2.16.7 Reliability Analyses (CLIN 0200; CLIN 1200)**

The Contractor shall perform reliability analyses on hardware, software, and firmware and deliver results in Reliability Analysis Reports. (CDRL A048)

The Contractor shall maintain and deliver Fault Tree Analyses, Finite Element Analyses (FEA), Sneak Circuit Analyses, Worst Case Circuit Analyses, Thermal Stress Analyses, Mechanical Stress Analyses, Electrical and Electronic Stress Analyses as OE for all ETRs IAW MDA-QS-001-MAP and the tailored MDA Instruction 5000.20-INS.

**3.2.16.7.1 Failure Modes Effects and Criticality Analysis (CLIN 0200; CLIN 1200)**

The Contractor shall develop, maintain, deliver and execute an NGI Failure Modes Effects and Criticality Analysis (FMECA) Plan as an Appendix to the RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.

The Contractor shall develop, maintain, and deliver an NGI FMECA based on the NGI Systems Architecture design, and traced to the NGI Systems Architecture model elements, identifying recommended actions and changes to reduce the severity or occurrence of each failure mode. (CDRL A165)

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1562 The Contractor shall conduct and maintain FMECA concurrently with the design IAW MDA-QS-  
1563 001-MAP.

1564 The Contractor shall provide Maintenance Built-in-test (MBIT) and Pre-Launch Built-in-test  
1565 (PLBIT) fault detection coverage estimates in the FMECA. (CDRL A165)

1566 The Contractor shall perform Bent Pin Analyses in conjunction with the FMECA to prevent  
1567 assembly-induced bent pin failures. (CDRL A165)

1568 The Contractor shall identify in the FMECA potential NGI hardware, software, and firmware failure  
1569 modes and related effects on safety and mission success during transportation, handling, storage, in  
1570 silo, and flight.

1571 **3.2.16.8 Cumulative Damage Index (CLIN 0200; CLIN 1200)**

1572 The Contractor shall compute and report a Cumulative Damage Index (CDI) for each NGI Circuit  
1573 Card Assembly (CCA) and develop and maintain quality records IAW MDA-QS-001-MAP.

1574 The Contractor shall deliver the CDI to the Government IDDE as OE for ETRs IAW the tailored  
1575 MDA Instruction 5000.20-INS.

1576 One CDI may be reported for electronic assemblies which encompass worst case CDIs of installed  
1577 CCAs with the written approval of the RAMT Working Group.

1578 The Contractor shall, in coordination with the RAMT Working Group, propose CCA CDI values for  
1579 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 The Contractor shall create and deliver a Probabilistic Risk Assessment (PRA) Model for the NGI  
1583 and shall provide event sequences, fault trees, and probability density functions. (CDRL A046)

1584 The Contractor shall deliver and maintain Fly-out Reliability Assessment Reports to include  
1585 observed failure modes and other data utilized in reliability growth analyses. (CDRL A046)

1586 **3.2.16.10 Effects of Functional Testing, Storage, Handling, Packaging, Transportation, and**  
1587 **Maintenance (CLIN 0200; CLIN 1200)**

1588 The Contractor shall conduct analyses and develop plans to mitigate the effects of functional testing,  
1589 storage, handling, packaging, transportation, and maintenance on hardware reliability (CDRL A092)  
1590 IAW MDA-QS-001-MAP.

1591 **3.2.16.11 NGI Stockpile Reliability Program (CLIN 0200; CLIN 1200)**

1592 The Contractor shall develop, deliver, maintain and execute an NGI Stockpile Reliability Program  
1593 (SRP) Plan (CDRL A037) in order to assess and validate service life IAW MDA-QS-001-MAP as an  
1594 appendix to the NGI RAMT Plan.

1595 The Contractor shall procure, and retain in controlled storage throughout the contract Period of  
1596 Performance (PoP), the necessary quantities in excess of production needs from each production lot  
1597 to execute a Service Life Extension (SLE) Program representative of NGI service life.

1598 The Contractor shall execute the SRP in order to assess and validate service life. (If any Limited Life  
1599 Items (LLIs) need to be replaced before the end of service life, then these items must be considered  
1600 scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control  
1601 Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)

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~~CU~~**3.2.16.12 Limited Life Items (CLIN 0200; CLIN 1200)**

The Contractor shall deliver a list of known and potential LLIs for the NGI (CDRL A047) IAW MDA-QS-001-MAP.

The Contractor shall document and maintain all LLIs, compute the NGI First-To-Expire (FTE) date, and incorporate into the NGI Systems Architecture Model.

**3.2.16.13 NGI Reliability Growth Program (CLIN 0200; CLIN 1200)**

The Contractor shall deliver and execute an NGI Reliability Growth Program Plan (CDRL A037) IAW MDA-QS-001-MAP as an appendix to the NGI RAMT Plan.

**3.2.16.14 NGI Reliability Testing (CLIN 0200; CLIN 1200)**

The Contractor shall document reliability testing, HALT and SS testing, fault insertion tests, and maintainability demonstrations in the NGI TEP.

The Contractor shall conduct agreed upon HALT and SS IAW MDA-QS-001-MAP, (b)(4) and the guidelines defined in MDA HALT / Highly Accelerated Stress Screening (HASS) HNBK.

The Contractor shall perform initial, (b)(4) HALT prior to CDR on parts, subassemblies, units, and other items IAW the NGI TEP, and at Proof of Design (POD) level.

The Contractor shall conduct final, (b)(4) HALT on selected parts, subassemblies, units, and other items IAW the NGI TEP, and at Proof of Manufacturing (POM) level.

**3.2.16.14.1 Stress Screening (CLIN 0200; CLIN 1200)**

The Contractor shall select a method of SS which can be HASS or Environmental Stress Screening (ESS).

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.

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)

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.

The Contractor shall conduct functional burn-in testing for spare and repair parts, sub-assemblies, and assemblies.

**3.2.16.15 NGI Software Reliability Program (CLIN 0200; CLIN 1200)**

The Contractor shall deliver and execute the NGI Software Reliability Program Plan (SRPP) as an Appendix of the NGI RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.

The Contractor shall include Monte Carlo reliability testing sufficient to show conformance with reliability requirements allocated to software.

The Contractor shall depict in the NGI Systems Model the allocation from requirements to the software element implementing this requirement and a model view describing this linkage will be delivered in conjunction with the test results.

The Contractor shall perform testing using the actual flight software integrated with flight hardware and with software only simulations.

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1641 The Contractor shall deliver NGI Software Reliability Test Reports (CDRL A133) IAW the NGI  
1642 SRPP.

1643 The Contractor shall deliver and execute an NGI Software Reliability Test Plan as an Appendix to  
1644 the NGI RAMT Plan (CDRL A037) to verify specified software failure detection and recovery  
1645 provision, provide additional data on failure modes and off-nominal behaviors and to include  
1646 integrated simulator testing for quantitative estimates of success probabilities.

1647 The Contractor shall deliver NGI Software Reliability Allocation Reports. (CDRL A048)  
1648 Software Reliability Allocations are simple models created at PDR to show decomposition of  
1649 quantitative reliability requirements to major software elements.

1650 **3.2.16.16 Maintainability Demonstrations (CLIN 0200; CLIN 1200)**

1651 The Contractor shall plan and execute a Maintainability Demonstration at the forward operating site  
1652 to verify system compliance to Maintenance Turn Around Time (MTAT) in the GMD NGI AUR PS  
1653 (MIS-61834) and IAW MDA-QS-001 MAP.

1654 **3.2.16.17 Maintainability Modeling, Allocations, and Predictions (CLIN 0200; CLIN 1200)**

1655 The Contractor shall deliver and maintain NGI Maintainability Modeling, Allocations, and  
1656 Predictions Reports (CDRL A048) IAW MDA-QS-001-MAP to support the evaluation of NGI Field  
1657 MTAT requirement and the predicted Mean Time to Repair (MTTR).

1658 **3.2.16.18 Maintainability Analysis (CLIN 0200; CLIN 1200)**

1659 The Contractor shall perform NGI Maintainability Analyses IAW MDA-QS-001-MAP and post to  
1660 the Government IDDE.

1661 **3.2.16.19 NGI Availability Modeling and Assessment (CLIN 0200; CLIN 1200)**

1662 The Contractor shall develop and execute NGI Availability Models and perform Availability  
1663 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 Contractor 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 The Contractor shall develop, maintain, deliver and execute an NGI Testability Program Plan as an  
1668 Appendix to the NGI RAMT Plan (CDRL A037) IAW MDA-QS-001-MAP.

1669 The Contractor shall deliver Testability Prediction and Analysis Reports as part of the FMECA  
1670 (CDRL A165) IAW MDA-QS-001-MAP.

1671 **3.2.16.22 NGI Testability Analyses (CLIN 0200; CLIN 1200)**

1672 The Contractor shall collect and deliver all available parametric data to the Government IDDE  
1673 during each Built-in-test (BIT) event for qualification, flight test, and production hardware.

1674 The Contractor shall post BIT data and reports to the Government IDDE as well as the parametric  
1675 values of measured parameters when BIT is exercised.

1676 The Contractor shall analyze parametric data from each BIT event to identify and track trends,  
1677 degradation, and other aging or design-related effects and post technical reports to the Government  
1678 IDDE.

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1679 **3.2.17 Audits (CLIN 0200; CLIN 1200)**

1680 The Contractor shall develop, maintain, and deliver an NGI Functional Configuration Audit (FCA)  
1681 Plan (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 The Contractor shall deliver NGI FCA Reports (CDRL A058) IAW MDA-QS-001-MAP and the  
1684 GMD CMP.

1685 The Contractor shall develop, maintain, and deliver an NGI Physical Configuration Audit (PCA)  
1686 Plan (CDRL A027) IAW MDA-QS-001-MAP and the GMD CMP.

1687 The Contractor shall execute an NGI PCA IAW MDA-QS-001-MAP and the GMD CMP.

1688 The Contractor shall deliver an NGI PCA Report (CDRL A058) IAW MDA-QS-001-MAP and the  
1689 GMD CMP.

1690 **3.2.18 Program Protection (CLIN 0200; CLIN 1200)**

1691 The Contractor shall plan and implement an Acquisition System Protection program encompassing  
1692 acquisition security, program protection, SCRM, software and hardware assurance, and systems  
1693 security engineering for this contract IAW the GMD Program Protection Plan (PPP), GMD Software  
1694 Assurance Plan (SwAP) and threat documents provided by MDA.

1695 The Contractor shall generate, update, maintain, and implement an NGI Program Protection  
1696 Implementation Plan (PIIP) (CDRL A032) IAW the GMD PPP, MDA Directive 5200.08, MDA  
1697 Manual 5200.08-M, DoDI 5200.39 Change 2, DoDI 5200.44 Change 3 and DoD 5200.1-M.

1698 The Contractor shall provide data / analysis needed to complete the MDA process for development  
1699 of the GMD PPP IAW MDA Directive 5200.08, MDA Manual 5200.08-M, and MDA Instruction  
1700 5200.05-INS.

1701 The Contractor shall assist the Government in conducting a Criticality Analysis IAW MDA  
1702 Directive 5200.08, MDA Manual 5200.08-M, and DoDI 5200.44 Change 3 immediately following  
1703 the PDR to identify Mission Critical Functions (MCF) and Critical Components (CCs) of the NGI.

1704 The Contractor shall provide an Anti-Tamper Plan as an Annex to the NGI PIIP to include the  
1705 content described in the Anti-Tamper Plan Template Version 4.0 and IAW MDA Instruction  
1706 5200.05-INS. (CDRL A032)

1707 The Contractor shall include the Key Management Plan in the Anti-Tamper Plan Annex to include  
1708 the content described in the Anti-Tamper Plan Template Version 4.0 and IAW MDA Instruction  
1709 5200.05-INS. (CDRL A032)

1710 The Contractor shall deliver Attack/Countermeasures Tree Analysis as OE for ETRs IAW the  
1711 tailored MDA Instruction 5000.20-INS.

1712 The Contractor shall develop, engineer, and integrate into the system physical, Communication  
1713 Security (COMSEC), Anti-tamper (AT) hardware and software protection measures, and other  
1714 countermeasures to protect against unplanned loss of a U.S. system or reverse engineering (RE) by  
1715 an adversary customer.

1716 The Contractor shall identify and protect Critical Program Information (CPI) within NGI utilizing  
1717 AT measures at a level commensurate with the consequence of loss of that CPI IAW DoDI 5200.39,  
1718 DoDI 5000.02 Change 5, DoD Manual S-5230.28 (Secret), DoD Horizontal Protection Guidance  
1719 (HPG) (Secret), and the "DoD AT Technical Implementation Guide (TIG), (U)" (Secret).

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1720 The Contractor shall through AT engineering efforts deter hostile nations from RE, exploiting, or  
1721 developing countermeasures for the NGI.

1722 The Contractor shall prevent RE, replication, or modification by an unauthorized nation or  
1723 organization by utilizing a RE capability comparable to a U.S. National Laboratory, university, or  
1724 civilian company with world-class RE expertise.

1725 The Contractor shall stop, impede, or increase significantly the probable level of effort, time, and  
1726 funding for an enemy to penetrate the countermeasures implemented in the AT protection  
1727 architecture.

1728 The Contractor shall embed AT hardware or software techniques that do not degrade mission or  
1729 hardware capability.

1730 The Contractor shall adopt AT techniques and/or processes that are transparent to anyone without the  
1731 need-to-know.

1732 The Contractor shall not integrate or use source readable software in the system.

1733 The Contractor shall sanitize and document any Commercial-Off-The-Shelf (COTS) hardware and  
1734 software that is integrated and used in system prior to the integration or installation into system.

1735 The Contractor shall identify NGI-specific CPI-related data produced by and propagated throughout  
1736 the system in the NGI PPIP. (CDRL A032)

1737 The Contractor shall exercise caution when discussing or documenting information about AT  
1738 systems engineering with regard to security classification.

1739 The Contractor shall consult and follow the Safe Array Security Classification Guide (SCG) and/or  
1740 the AT SCG.

1741 The Contractor shall support AT Technical Coordination Meetings (TCMs) 30 days prior to ETRs to  
1742 provide AT updates and draft deliverables to the Government and receive Government comments.

1743 The Contractor shall conduct and levy requirements on all of its subcontractors to conduct annual  
1744 self-assessments of adherence to the PPIP.

1745 The Contractor shall conduct annual TIMs and present the results of the self-assessments, to include  
1746 findings and mitigation plans, to the GMD Program Protection Lead office no later than 30 days after  
1747 the completion of each assessment.

1748 The Contractor shall include findings from subcontractors' program protection self-assessments in  
1749 the annual TIM.

1750 The Contractor shall deliver the results of all program protection self-assessments to the Government  
1751 IDDE.

1752 The Contractor shall comply with security requirements IAW DoDI 8500.01 Change 1 and the  
1753 National Security Agency (NSA) Guidance for Addressing Malicious Code Risk.

1754 Information systems utilized by the Contractor shall be accredited by the Authorizing Official (AO)  
1755 prior to operation.

1756 The Contractor shall flow down tailored Program Protection, SCRM, and Software and Hardware  
1757 Assurance requirements to Subcontractors.

1758 The Contractor shall flow-down the NGI PPIP to all subcontractors and apply it to all components,  
1759 sub-contractors, activities and locations where MDA Program CPI or CC are developed, produced,  
1760 analyzed, modeled, simulated, tested, maintained, transported, stored, or used in training.

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The Contractor shall flow down and implement the NGI PPIP, once approved by the MDA, to all of its subcontractors and all sub-tier contractors.

(b)(3):10 U.S.C. § 130

The Contractor shall submit to, and participate in, announced and unannounced Government audits covering their implementation of Program Protection activities, SCRM, Software and Hardware Assurance, System Security Engineering (SSE) and Cybersecurity. (MDA reserves the right to conduct compliance inspections of all facilities as identified in the GMD PPP and NGI PPIP to verify protection of CPI or CC.)

The Contractor shall support GMD Protection Assessment Reviews (PARs) and Program Protection WGs.

The Contractor shall support the development and maintenance of the AUR Cybersecurity Engineering Implementation Plan (CEIP).

The Contractor shall execute the NGI Cybersecurity program IAW the AUR CEIP.

The Contractor working at MDA locations shall adhere to the MDA Physical Security Program as described in MDA Instruction 5210.01-INS.

### **3.2.18.1 NGI System Security Engineering (CLIN 0200; CLIN 1200)**

The Contractor shall develop, integrate, and execute cybersecurity engineering as part of the NGI Cybersecurity and Security requirements, design, and verification activities and document those activities in the NGI CIP to execute this contract.

The Contractor shall implement cyber resiliency engineering concepts into the NGI Lifecycle IAW the GMD Cyberspace Strategy to anticipate, withstand, and recover from cyber-attacks.

### **3.2.18.2 NGI Supply Chain Risk Management (CLIN 0200; CLIN 1200)**

The Contractor shall establish and implement processes and procedures that minimize NGI Supply Chain Risk to software, hardware, and firmware critical items listed in the GMD PPP and document these processes and procedures in the NGI PPIP.

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.

The Contractor shall procure Application Specific Integrated Circuits (ASIC) products from a trusted supplier accredited by the Defense Microelectronic Activity (DMEA) when they are custom-designed, custom-manufactured, or for a specific DoD military end use.

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 logic-bearing devices.

### **3.2.18.3 NGI Software and Firmware Assurance (CLIN 0200; CLIN 1200)**

The Contractor shall apply the security controls defined in the MDA Software Assurance Overlay through all phases of the software development life cycle to include maintenance and sustainment activities for all Tactical Mission Systems, Mission Support Systems, and Enterprise Support Systems, as defined in the MDA SwA Overlay.

The Contractor shall deliver an NGI Software Assurance Evaluation Report (CDRL A122) IAW the MDA Software Assurance Overlay.

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The Contractor shall support the development of a Software Attack Surface Analysis Report IAW the MDA Software Assurance Overlay.

The Contractor shall deliver an NGI Vulnerability Assessment Report (CDRL A124) IAW the MDA Software Assurance Overlay.

The Contractor shall support the development of an NGI Software Threat Assessment Report IAW the MDA Software Assurance Overlay.

### **3.2.18.4 Cybersecurity**

#### **3.2.18.4.1 Cybersecurity Implementation (CLIN 0200; CLIN 1200)**

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:

- GMD Cyberspace Strategy.
- DoD Cybersecurity Test and Evaluation Guidebook 2.0
- DoD 5220.22M, National Industrial Security Program Operating Manual (NISPOM)
- 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 Process for National Security Systems
- Federal Information Processing Standard (FIPS) Publication (PUB) 199, Standards for Security Categorization of Federal Information and Information Systems
- NIST Special Publication (SP) 800-30, Guide for Conducting Risk Assessments
- NIST SP 800-37, Guide for Applying Risk Management Framework to Federal Information Systems
- NIST SP 800-39, Managing Information Security Risk: Organization, Mission and Information System View
- NIST SP 800-53A, Assessing Security & Privacy Controls in Federal Information Systems & Organizations: Building Effective Assessment Plans
- NIST SP 800-137, Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations
- NIST SP 800-60 Volume I, Guide for Mapping Types of Information and Types of Information Systems to Security Categories
- NIST SP 800-60 Volume II, Appendices to Guide for Mapping Types of Information and types of Information Systems to Security Categories

(b)(3):10 U.S.C. § 130

The Contractor shall ensure that cybersecurity events are on the IMS (e.g. T&E, Assessment and Authorization (A&A) activities, qualification, acceptance, independent, and Government certification).

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

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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.”

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.

(b)(3):10 U.S.C. § 130

The Contractor shall protect the integrity and configuration of the GMD data.

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.

#### **3.2.18.4.2 Cybersecurity Metrics (CLIN 0200; CLIN 1200)**

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)

#### **3.2.18.4.3 6.3.4 Cybersecurity Working Group and Cybersecurity Joint Engineering Risk Board (CLIN 0200; CLIN 1200)**

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.

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1887 The Contractor shall support the CJWG and CJERB with opportunities to identify for integrated  
 1888 cybersecurity test events that will satisfy Developmental Test and Evaluation (DT&E) and  
 1889 Operational Test and Evaluation (OT&E) test objective.

1890 The Contractor shall support Government cybersecurity Threat Assessment reviews and/or analysis  
 1891 and identification of the cyber-attack surface.

#### 1892 **3.2.18.4.4 Cybersecurity Authorizations (CLIN 0200; CLIN 1200)**

1893 The Contractor shall provide support to the Government to obtain NGI Authorization to Operate  
 1894 (ATO) and Single Security Type Authorization under the Risk Management Framework (RMF)  
 1895 IAW DoD Instruction 8510.01, the MDA-QS-001-MAP and the AUR CEIP.

1896 The Contractor shall provide support to the Government to obtain Interim Authority to Test (IATT)  
 1897 under the RMF IAW DoDI 8510.01, MDA-QS-001-MAP and the AUR CEIP.

1898 The Contractor shall develop and deliver NGI CIL and HWIL drawing packages (CDRL A055) to  
 1899 support the Government to obtain ATO IAW the AUR CEIP.

1900 The Contractor shall support execution of DoD cybersecurity regulations for Authority to Connect  
 1901 (ATC) specified in the MDA Tails Site Agreement and IAW the MDA network Connection  
 1902 Approval Process (MDA 8540.01-INS).

#### 1903 **3.2.18.4.5 Cybersecurity Artifacts (CLIN 0200; CLIN 1200)**

1904 The Contractor shall develop, update, and maintain cybersecurity documentation and artifacts IAW  
 1905 the Cybersecurity policies and regulations identified in the GMD Cyberspace Strategy.

1906 The Contractor shall trace Cybersecurity requirements, designs, and safeguards to be implemented  
 1907 into the NGI to the NGI Requirements Model and the NGI Systems Architecture Model. The  
 1908 Cybersecurity aspects of the Requirements and Systems Architecture Model shall be reviewable as a  
 1909 separate and distinct view within these models.

1910 The contractor shall perform a Trusted Systems and Networks (TSN) assessment IAW the  
 1911 publications listed in section 3.2.18.4 (Cybersecurity).

1912 The Contractor shall document the TSN assessment resulting in a Cybersecurity Risk Assessment  
 1913 and update the analysis throughout the lifecycle as the system, subsystem, and designs mature.

1914 The Contractor shall support the development and maintenance of each system's SSP and  
 1915 authorization package and its associated artifacts within the Enterprise Mission Assurance Support  
 1916 System (eMASS).

1917 The Contractor shall identify plans to support management of system records within eMASS to  
 1918 include artifacts supporting compliance such as, POAMs), mitigations, Risk Assessments (RAs),  
 1919 exceptions, variances, and waivers within the NGI CIP.

1920 The Contractor shall provide updated systems security documentation, network design  
 1921 documentation and security architectural views as artifacts within the eMASS to support assessments  
 1922 and authorization decisions.

1923 The Contractor shall correlate and maintain updated system security protections within eMASS  
 1924 relative to its corresponding control correlation identifier (CCI).

1925 The Contractor shall develop and maintain an NGI M&S common operating picture (COP) that  
 1926 depicts all systems supported by the Contractor throughout NGI M&S. (The COP will be used to  
 1927 support Cybersecurity related planning and authorization decisions)

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~~CU~~**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)

The Contractor shall conduct an assessment for all security relevant changes which could appreciably change or affect the cybersecurity posture of the system or its operating environment; the assessment shall be captured and documented along with any associated artifacts.

**3.2.18.4.7 Cybersecurity Processes (CLIN 0200; CLIN 1200)**

The Contractor shall develop and execute cybersecurity concepts for new capabilities and emerging threats.

**3.2.18.4.8 Vulnerability Assessment and Asset Testing (CLIN 0200; CLIN 1200)**

(b)(3):10 U.S.C. § 130

The Contractor shall employ and sustain the Government provided DoD toolset current at the time the scan is performed.

The contractor shall manage, implement, test, and report on the verification of cybersecurity requirements to include all verification and certification requirements for cybersecurity IAW DoD Cyber Test & Evaluation Guidebook 2.0.

The contractor shall perform a cyber T&E analysis and document the results. The Contractor shall make available the resulting data via the Government IDDE for Government review and analysis.

**3.2.18.4.9 Continuous Monitoring (CLIN 0200; CLIN 1200)**

The Contractor shall develop and implement a continuous monitoring plan for each system IAW the GMD Cybersecurity Strategy and documented within the CIP.

The Contractor shall develop and implement continuous monitoring according to the Cybersecurity Program Plan and aligned with concepts in NIST SP 800-137, "Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations." The resulting data shall be made available via the IDDE. (CDRL A118)

**3.2.18.4.10 Vulnerability Resolution (CLIN 0200; CLIN 1200)**

(b)(3):10 U.S.C. § 130

**3.2.18.4.11 Cybersecurity Testing (CLIN 0200; CLIN 1200)**

The Contractor shall support cybersecurity testing, penetration testing, or assessment events identified by MDA IAW the GMD Cyberspace Strategy and MDA-QS-001-MAP.

The contractor shall identify cybersecurity T&E activities, objectives, and resources and integrate them with the program's master T&E schedule.

The Contractor shall also participate in coordination meetings, post-test analysis, assessment and authorization technical interchange and risk assessment meetings, and POAM maintenance activities.

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1967 **3.2.18.4.12 Cybersecurity Incident Response (CLIN 0200; CLIN 1200)**

1968 (b)(3):10 U.S.C. § 130

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1971 The Contractor shall identify and report cybersecurity vulnerabilities or deficiencies to the  
1972 Government during the course of operations IAW the current Incident Response and Reporting Plan  
1973 and document within the NGI CIP.

1974 **3.2.18.4.13 Disaster Recovery and Continuity of Operations Plan (CLIN 0200; CLIN 1200)**

1975 The Contractor shall assess each mission and non-mission system for applicability of a Disaster  
1976 Recovery and Continuity of Operations Plan (DR/COOP), and then develop, maintain, and deliver to  
1977 the Government IDDE, applicable DR/COOP.

1978 (b)(3):10 U.S.C. § 130

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1980 **3.2.18.4.14 Security Awareness and Training (CLIN 0200; CLIN 1200)**

1981 **3.2.18.4.14.1 Cybersecurity Training and Personnel (CLIN 0200; CLIN 1200)**

1982 The Contractor personnel performing cybersecurity duties and responsibilities, as either a primary or  
1983 as an additional, embedded duty, to include system or network privileged users, shall meet the  
1984 training, certification, and reporting requirements IAW DoDD 8140.01 Change 1, DoD 8570.01-M  
1985 Change 4 Information Assurance Workforce Improvement Program and NIST SP 800-181 National  
1986 Initiative for Cybersecurity Education (NICE) Cybersecurity Workforce Framework.

1987 The Contractor shall identify each cybersecurity position by role and function and shall maintain a  
1988 tracking and reporting mechanism for providing status of cybersecurity workforce qualifications.

1989 The Contractor shall provide a qualified (as specified within the current DoD 8570.01-M)  
1990 Information Systems Security Officer (ISSO) whose primary duty shall be to successfully execute  
1991 requirements identified in the NGI CIP in support of the MDA appointed ISSM.

1992 The Contractor shall document their approach for maintaining a qualified Cybersecurity Workforce  
1993 within the NGI CIP.

1994 **3.2.18.4.14.2 Information Systems Security Officer Support (CLIN 0200; CLIN 1200)**

1995 The Contractor shall perform ISSO support by performing tasks listed in the ISSO Roles,  
1996 Responsibilities, and Authority (RRA) and applicable references in the GMD Cyberspace Strategy  
1997 required to operate, sustain, and maintain GMD systems and networks operations.

1998 The Contractor shall document their plan for ISSO support within the NGI CIP.

1999 **3.2.18.4.14.3 Cybersecurity Training Materials (CLIN 0200; CLIN 1200)**

2000 The Contractor shall address any Cybersecurity controls (e.g., administrative, procedural, inherited)  
2001 developed and provided for the program in all training materials, technical manuals, and other  
2002 technical data for the program or requirements that affect system operation, maintenance, repair, or  
2003 other support activities.

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2004 **3.2.19 Quality, Safety, and Mission Assurance (CLIN 0200; CLIN 1200)**

2005 The Contractor and SMCS shall plan and execute efforts to maintain the NGI compliance with  
 2006 MDA-QS-001-MAP, MDA-QS-003-PMAP, GME-TAI-RFIT-0089, GMD Quality and Mission  
 2007 Assurance Program Plan, and GMD System Safety Management Plan.

2008 The Contractor shall develop, execute, and maintain the QSMA Implementation Matrix(ces) (CDRL  
 2009 A035) IAW the Government's tailored NGI MAP RAM.

2010 The Contractor and SMCS shall document applicable implementation procedures, instructions, and  
 2011 processes in the QSMA Implementation Matrix(ces).

2012 The Contractor shall flow tailored MAP RAMs to the SMCS. (MAP RAMs shall not be utilized to  
 2013 flow or tailor MDA-QS-003-PMAP requirements.)

2014 The Contractor shall flow relevant MDA-QS-001-MAP and MDA-QS-003-PMAP elements to non-  
 2015 SMCS.

2016 **3.2.19.1 Quality and Mission Assurance (CLIN 0200; CLIN 1200)**

2017 The Contractor shall develop, execute, and maintain an NGI Quality and Mission Assurance  
 2018 Program Plan IAW MDA-QS-001-MAP and the Government's GMD Quality and Mission  
 2019 Assurance Program Plan.

2020 The Contractor shall include in the NGI Quality and Mission Assurance Program Plan an appendix  
 2021 for the NGI Software Quality Assurance Program Plan (QAPP). (CDRL A034).

2022 **3.2.19.1.1 Quality Assurance (CLIN 0200; CLIN 1200)**

2023 **3.2.19.1.1.1 Senior Corrective Action Board (CLIN 0200; CLIN 1200)**

2024 The Contractor shall develop, execute, and maintain an NGI Senior Corrective Action Board (CAB)  
 2025 IAW the GMD Quality and Mission Assurance Program Plan.

2026 **3.2.19.1.1.2 Foreign Object Elimination (CLIN 0200; CLIN 1200)**

2027 The Contractor shall deliver an NGI Foreign Object Debris (FOD) Program Prevention Plan IAW  
 2028 MDA-QS-001-MAP and AS9146 as an Appendix to the NGI Quality and Mission Assurance  
 2029 Program Plan. (CDRL A034)

2030 The Contractor shall 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 Contractor shall retain Material Review Board (MRB) authority over suppliers of SMCIs.

2033 The Contractor shall perform MRB dispositions for nonconforming hardware at all levels of  
 2034 assembly.

2035 The Contractor shall request and obtain written approval from the NGI Government Program Office  
 2036 prior to final MRB dispositions IAW MDA-QS-001-MAP.

2037 **3.2.19.1.1.4 Hardware Delivery (CLIN 0200; CLIN 1200)**

2038 The Contractor shall develop, execute, and maintain an NGI Hardware Delivery Program Plan  
 2039 (CDRL A128) and conduct Ship Readiness Reviews (ShRR) that provides high quality, reliable  
 2040 components to the Warfighter using a standardized process IAW MDA-QS-001-MAP and the  
 2041 Government's GMD Hardware Delivery Process.

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2042 The Contractor shall deliver NGI ShRR Reports (CDRL A137) IAW the GMD Hardware Delivery  
2043 Process.

2044 The Contractor shall, for hardware configurable items not governed by the PMAP, have product  
2045 markings IAW MIL-STD-130N "Identification Marking of U.S. Military Property."

2046 The Contractor shall, for nameplates and product markings, contain Product nomenclature,  
2047 Manufacturer's Name, Product Serial Number, Product Part Number, Cage Code, and Revision  
2048 Number of Part or Product.

2049 **3.2.19.1.1.5 Closeout Photography (CLIN 0200; CLIN 1200)**

2050 The Contractor and SMCS shall comply with the MDA GMD Closeout Photography Program Plan  
2051 (13743482-Rev A).

2052 **3.2.19.1.2 Mission Assurance (CLIN 0200; CLIN 1200)**

2053 **3.2.19.1.2.1 Mission Assurance Working Group (CLIN 0200; CLIN 1200)**

2054 The Contractor shall develop, execute and maintain an NGI Mission Assurance Working Group  
2055 (MAWG) IAW the GMD Quality and Mission Assurance Program Plan.

2056 **3.2.19.1.2.2 Mission Assurance Audits and Technical Assessments (CLIN 0200; CLIN**  
2057 **1200)**

2058 The Contractor and SMCS shall satisfy supplier evaluation requirements defined in MDA-QS-001-  
2059 MAP through Mission Assurance Audits (MAAs) IAW the GMD MAA Plan (Appendix A of the  
2060 GMD Quality and Mission Assurance Program Plan).

2061 The Contractor shall develop, execute and maintain the NGI MAA Program Plan. (CDRL A135)

2062 The Contractor shall provide support to the Government to conduct Mission Focused Technical  
2063 Assessments (MFTAs) or Mission Assurance Technical Assessments (MATAs) of Subcontractors  
2064 and suppliers IAW MDA-QS-001-MAP, MDA-QS-003-PMAP, and QS-SOP-06.

2065 (The Government will conduct a maximum of six (6) MFTAs or MATAs per year at the Prime and  
2066 Tier 1 Suppliers)

2067 **3.2.19.1.2.3 Safety and Mission Critical Items and Suppliers (CLIN 0200; CLIN 1200)**

2068 The Contractor shall develop, execute, and maintain an NGI Safety and Mission Critical Items  
2069 (MCI) and Supplier List (CDRL A068), for NGI hardware, software and firmware IAW the MDA-  
2070 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 The Contractor and SMCS shall comply with the GMD Process Qualification Program (PQP) Plan  
2073 (Appendix B of the GMD Quality and Mission Assurance Program Plan) and MDA-QS-001-MAP.

2074 The Contractor shall deliver NGI PQP Certifications and Supporting Data. (CDRL A041)

2075 **3.2.19.1.2.5 Producibility Analysis (CLIN 0200; CLIN 1200)**

2076 The Contractor shall develop, execute, and maintain an NGI Producibility Analysis Program Plan  
2077 (CDRL A074) IAW MDA-QS-001-MAP, MIL-HDBK-727 Design Guidance for Producibility, and  
2078 NAVSO P-3687 Producibility System Guideline.

2079 The Contractor shall develop and maintain an NGI Producibility Analysis Report. (CDRL A136)

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2080 **3.2.19.1.2.6 Parts, Materials, and Processes Control Guidance (CLIN 0200; CLIN**  
 2081 **1200)**

2082 The Contractor shall develop, execute, and maintain an NGI PMPCP, to include SMCS, IAW MDA-  
 2083 QS-003-PMAP. (CDRL A026)

2084 The Contractor shall include an Appendix in the NGI PMPCP for an NGI Lead (Pb) Free Control  
 2085 Plan (LFCP) and an Appendix for an NGI Radiation Hardness Assurance Plan. (CDRL A026)

2086 The Contractor and suppliers of SMCI shall follow MDA Policy Memorandum #22 (Parts, Materials,  
 2087 and Processes Board – Additional Requirements for Plastic Encapsulated Microcircuits with Copper  
 2088 Wire Bonds) and MDA Policy Memorandum #86 (Parts, Materials, and Processes Requirements  
 2089 Verification).

2090 **3.2.19.1.2.7 Parts, Materials, and Processes Mission Assurance Plan Requirements**  
 2091 **Flow Down (CLIN 0200; CLIN 1200)**

2092 The Contractor shall flow the approved NGI PMPCP (CDRL A026) to the SMCS.

2093 The Contractor shall not further tailor the approved NGI PMPCP requirements in the SMCS  
 2094 PMPCPs.

2095 The Contractor shall flow relevant MDA-QS-003-PMAP elements to non-SMCS.

2096 The Contractor shall require SMCS to deliver PMPCPs to the PMPCB for approval IAW MDA-QS-  
 2097 003-PMAP throughout the supply chain. (CDRL A026)

2098 **3.2.19.1.2.8 Parts, Materials, and Processes Mission Assurance Plan Exceptions (CLIN**  
 2099 **0200; CLIN 1200)**

2100 The Contractor shall receive Government approval of any exceptions for MDA-QS-003-PMAP  
 2101 requirements including implementation methodology and rationale for deviations, exceptions, or  
 2102 alternate approaches, and describe in the NGI PMPCP.

2103 The Contractor shall take no exceptions to MDA-QS-003-PMAP paragraphs related to SCRM; 3.2.8,  
 2104 3.6.7, 3.7.1 or 3.10.

2105 **3.2.19.1.2.9 Parts, Materials, and Processes Control Board (CLIN 0200; CLIN 1200)**

2106 The Contractor shall establish and support the PMPCB IAW MDA-QS-003-PMAP.

2107 The Contractor shall report PMP Assessment schedules to the PMBCB.

2108 **3.2.19.1.2.10 Parts, Materials, and Processes Mission Assurance Reports (CLIN 0200;**  
 2109 **CLIN 1200)**

2110 The Contractor shall post MDA-QS-003-PMAP data to the Government IDDE including PMPCB  
 2111 agendas; meeting minutes; dispositioned PMP approval requests and supporting documentation;  
 2112 PMP notifications and issues; Subcontractor PMP control plans; and PMP compliance assessment  
 2113 reports with findings and corrective actions.

2114 The Contractor shall deliver NGI As-Designed Products and Materials List (ADPML). (CDRL  
 2115 A049)

2116 The Contractor shall prepare and deliver NGI Government Industry Data Exchange Program  
 2117 (GIDEP) Response Reports and NGI Product Change Notification (PCN) Impact Reports. (CDRL  
 2118 A050)

2119 The Contractor shall monitor PCNs and report impacts to the PMPCB.

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2120           **3.2.19.1.2.11    Additive Manufacturing and Printed Electronics (CLIN 0200; CLIN 1200)**

2121           The Contractor shall plan, document and execute all Additive Manufacturing (AM) and printed  
2122           electronics design applications and processes IAW the MDA-QS-003-PMAP.

2123           **3.2.19.1.2.12    Parts and Materials Radiation Hardness Assurance, Maintenance and**  
2124           **Surveillance (CLIN 0200; CLIN 1200)**

2125           The Contractor shall implement a life cycle Radiation Hardness Assurance, Maintenance, and  
2126           Surveillance Plan IAW MDA-STD-001A, Section 4.6, and MIL-STD-1766C Section 5.3.8 –  
2127           5.3.8.16 tailored consistent with the use of MDA-QS-003-PMAP or Qualified Manufacturers List  
2128           (QML)-manufactured parts.

2129   **3.2.19.2        Safety (CLIN 0200; CLIN 1200)**

2130           The Contractor shall comply with range safety requirements as tailored with MDA and Range Safety  
2131           in AFSPCMAN 91-710 “Range Safety User Requirements Manual” and subsequent releases of  
2132           Volume 1: 4 Oct 2019, Vol 2: 13 Jul 2017, Vol 3: 15 May 2019, Vol 4: 20 Nov 2017, Vol 5: 23 Feb  
2133           2018, Vol 6: 13 May 19, and Vol 7: 23 Feb 18.

2134           The Contractor shall assess and document safety risks IAW the NGI SSPP.

2135           The Contractor shall track these risks in the NGI System Safety Hazard Analysis Reports (SSHAR)  
2136           and NGI Hazard Tracking Logs. (CDRL A075)

2137           The Contractor shall identify a change in the level of safety risk in the NGI Safety Risk Analyses  
2138           (SRAs) (CDRL A077) IAW MIL-STD-882E and notify the Government safety office of the change  
2139           within one (1) working day.

2140           The Contractor shall support Safety Program Compliance Assessments IAW MDA-QS-001-MAP  
2141           and MIL-STD-882E.

2142   **3.2.19.2.1    System Safety (CLIN 0200; CLIN 1200)**

2143           The Contractor shall develop, execute, and maintain the NGI SSPP (CDRL A033) IAW MIL-STD-  
2144           882E, MDA-QS-001-MAP, and the Government’s GMD System Safety Management Plan.

2145           The Contractor shall provide technical information and support to the NGI System Safety Working  
2146           Group (SSWG) and the Ignition System Safety Review Board (ISSRB) as part of showing  
2147           compliance to MIL-STD-882E and MDA-QS-001-MAP requirements.

2148   **3.2.19.2.2    Safety Critical Software (CLIN 0200; CLIN 1200)**

2149           The Contractor shall verify safety critical software through regression testing as approved by the  
2150           NGI Software Safety Working Group (SwSWG).

2151           (The NGI SwSWG develops and defines the regression testing in concert with the Contractor, and  
2152           approval is documented in the meeting minutes and provided as quality records IAW the MDA-QS-  
2153           001-MAP and GMD System Safety Management Plan)

2154   **3.2.19.2.3    Hazard Control (CLIN 0200; CLIN 1200)**

2155           The Contractor shall control movement of NGI subparts that may induce a safety hazard.

2156           The Contractor shall be compliant with TB 700-2/NAVSEAINST 8020.8C/TO 11A-1-47  
2157           “Department of Defense Ammunition and Explosives Hazard Classification Procedures” for Interim  
2158           Hazard Classification (IHC) and Final Hazard Classification (FHC).

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2159 The Contractor shall use color-coding and identification of other NGI hazards IAW DA PAM 385-  
2160 11 "Department 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 The Contractor shall develop and submit NGI Hazard Logs (CDRL A075) that document  
2163 performance of hazard analyses for identified risks and associated mitigation, validation, and  
2164 verification.

2165 **3.2.19.2.5 Hazard Classification (CLIN 0200; CLIN 1200)**

2166 The Contractor shall comply with the existing GMD hazard classification ratings and MIL-STD-  
2167 2105D Insensitive Munitions (IM) reaction performances to minimize impacts to GMD missile silos  
2168 and GSS.

2169 The Contractor shall provide applicable design data, design/performance analysis, and test reports as  
2170 required to support the IM briefings to the applicable IM review boards and preparing the IM POAM  
2171 (updated every 2 years) and IM Threat Hazard Assessment (as required).

2172 The Contractor shall implement and comply with the MDA IM Strategic Plan once updated in  
2173 coordination with the Government.

2174 The Contractor shall design the NGI to be compliant with the IM IAW MIL-STD-2105D "DOD Test  
2175 Method Standard for Hazard Assessment tests for Non-Nuclear Munitions", Public Law (United  
2176 States Code), Title 10, Chapter 141, Section 2389, and TB 700-2/NAVSEAINST 8020.8C/TO 11A-  
2177 1-47, prior to delivery.

2178 The Contractor shall incorporate the use of IM technologies including materials, active/passive  
2179 design features, packing, and weapon characteristics using Appendix L of the AOP-39 (Editions 3)  
2180 "Guidance on the assessment and Development of IM."

2181 The Contractor shall comply with explosives hazard classification requirements IAW MDA-QS-  
2182 001-MAP, MIL-STD-882E and TB-700-2/NAVSEAINST 8020.8C/TO 11A-1-47, "Department of  
2183 Defense Ammunition and Explosives Hazard Classification Procedures."

2184 The Contractor shall deliver analyses to the Government IDDE in support of IHC requirements IAW  
2185 the GMD System Safety Management Plan, TB-700-2/NAVSEAINST 8020.8C/TO 11A-1-47, and  
2186 Department of Defense Explosives Safety Board (DDESB) requirements.

2187 The Contractor shall maximize the use of FHC documents and minimize the number of Interim  
2188 Hazard Classification documents used for transportation of NGI systems.

2189 The Contractor shall develop, maintain and deliver Explosive Ordnance Data and Explosive Hazard  
2190 Classification Data in the NGI Explosive Hazard Classification Data Report. (CDRL A053)

2191 The Contractor shall support updates to the Government's Threat Hazard Assessment.

2192 The Contractor shall support IM technical assessments.

2193 The Contractor shall support IM Board/Joint Services IM Technical Panel reviews.

2194 **3.2.19.2.6 Safety Assessment Reports (CLIN 0200; CLIN 1200)**

2195 The Contractor shall develop, execute, maintain and deliver NGI Safety Assessment Reports (SARs)  
2196 (CDRL A076) that identify safety features of the system, design, and procedural hazards present in  
2197 the system, and any specific procedural controls and precautions to be followed IAW MIL-STD-  
2198 882E.

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2199 **3.2.19.2.7 System Safety Hazard Analysis (CLIN 0200; CLIN 1200)**

2200 The Contractor shall develop, execute, maintain and deliver NGI SSHARs (CDRL A075) that  
 2201 identify and evaluate health hazards, evaluate proposed hazardous materials, and propose measures  
 2202 to eliminate or control identified hazards through engineering design changes or protective measures  
 2203 to reduce 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 The Contractor shall implement the requirements contained in the GMD Policy Memorandum 47:  
 2206 Launch Hazard Zone Access Policy.

2207 **3.2.19.2.9 Environment, Safety, and Occupational Health (CLIN 0200; CLIN 1200)**

2208 The Contractor shall develop, execute, and maintain an NGI Environment, Safety, and Occupational  
 2209 Health (ESOH) Plan IAW Contractor environmental, health, and safety standards and MIL-STD-  
 2210 882E. (CDRL A023)

2211 The Contractor shall include in the ESOH Plan an Appendix for the NGI Hazardous Materials  
 2212 Management Plan (HMMP) and an Appendix for the NGI Liquid Propellant Accident Response  
 2213 Team (LPART). (CDRL A023)

2214 The Contractor shall document the NGI program approach in the HMMP IAW National Aerospace  
 2215 Standard (NAS) 411. (CDRL A023)

2216 The Contractor shall design the NGI to prevent personnel exposure to toxic substances in excess of  
 2217 the threshold values contained in ACGIH-ISBN 978-607261-05-6 "American Conference of  
 2218 Government Industrial Hygienists (ACGIH) Threshold Limit Values and Biological Exposure  
 2219 Indices," or Title 29 CFR "Code of Federal Regulations, Title 29, Occupational Safety and Health  
 2220 Standards – Hazard Communications (Part 1910)," whichever is more stringent.

2221 **3.2.19.2.10 Legal Compliance (CLIN 0200; CLIN 1200)**

2222 The Contractor shall comply with applicable federal, state and local environmental laws and  
 2223 regulations, Executive Orders (E.O.) and DoD environmental policy, directives and regulations.

2224 The Contractor shall retain, and make available upon request, data and information pertaining to and  
 2225 resulting from compliance with applicable environmental laws, regulations, E.O.s, and DoD policy,  
 2226 directives and regulations.

2227 **3.2.19.2.11 Safety Reports (CLIN 0200; CLIN 1200)**

2228 The Contractor shall develop, execute, maintain and deliver NGI Occupational Safety and Health  
 2229 Administration (OSHA) 300 Logs. (CDRL A084)

2230 The Contractor shall develop, execute, maintain and deliver NGI Accident/Incident Investigation  
 2231 Reports. (CDRL A089)

2232 The Contractor shall develop, execute, maintain and deliver Health Hazard Assessment Reports.  
 2233 (CDRL A098)

2234 **3.2.19.2.12 Emergency Planning and Response (CLIN 0200; CLIN 1200)**

2235 The Contractor shall comply with the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106),  
 2236 Section 312 (Emergency Planning and Response) and Section 313 (Toxic Release Inventory) of the  
 2237 Emergency Planning and Community Right to Know Act of 1986, implementing regulations (40  
 2238 C.F.R. 355 and 372.65); and hazard communication requirements of 29 CFR 1910.1200.

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2239 **3.2.19.2.13 High Performance Buildings Memorandum of Understanding (CLIN 0200; CLIN**  
 2240 **1200)**

2241 The Contractor shall comply with E.O. 13834 and conform to the January 2006 Memorandum of  
 2242 Understanding (MOU) "Federal Leadership in High Performance and Sustainable Buildings" and  
 2243 incorporate sustainable strategies, resource conservation, and indoor environmental quality  
 2244 considerations (including metering and procurement of "green" products) for new construction and  
 2245 renovations.

2246 **3.2.19.2.14 Green Procurement (CLIN 0200; CLIN 1200)**

2247 The Contractor shall develop, execute, maintain and deliver an NGI Sustainable Acquisition and  
 2248 Green Procurement Plan consistent with MDA Instruction 4700.03-INS, Sustainable Acquisition.  
 2249 (CDRL A079)

2250 **3.2.19.2.15 Environment, Safety, and Health Evaluation (CLIN 0200; CLIN 1200)**

2251 The Contractor shall provide input to the Environment, Safety, and Health (ESH) evaluation as  
 2252 directed by the GMD Program Office and MDA's Environmental Management Office to assist the  
 2253 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 The Contractor shall support and assist the Government's compliance with National Environmental  
 2256 Policy Act (NEPA), PPA, E.O. 13834 and MDA Directive 4700.01, Environmental Management  
 2257 Program.

2258 The Contractor shall support MDA's geographic site selection process if needed.

2259 The Contractor shall report to the Government on NGI program environmental compliance,  
 2260 hazardous materials and/or hazardous waste, pollution prevention, and issues dealing with the  
 2261 NEPA.

2262 The Contractor shall review draft environmental compliance documents and provide written  
 2263 comments as requested by the Government.

2264 **3.2.19.2.17 Accident and Injury Reporting (CLIN 0200; CLIN 1200)**

2265 The Contractor and Subcontractors shall maintain accurate accident and injury/illness records for the  
 2266 NGI program.

2267 The Contractor shall notify DoD installation Commander, or designee, for Contractor or  
 2268 Subcontractor work performed on Government installations, immediately (flash notification via  
 2269 telephone and/or email) of accidents, injuries, environmental illnesses, or other issues regarding  
 2270 compliance with environmental regulations or policies.

2271 The Contractor and Subcontractor shall report environmental releases and/or incidents (including  
 2272 violations) to the host installation and MDA's Environmental Management Office.

2273 The Contractor and Subcontractor shall provide, for DoD Installations where MDA has a full-time  
 2274 Government presence, accident and environmental incident notifications to the MDA Site Lead and  
 2275 MDA Site Safety and Facilities Staff. The MDA Site Lead will forward to the Host Installation as  
 2276 appropriate.

2277 The Contractor shall conduct accident investigations and provide documentation to the host  
 2278 installation and MDA's QSMA, and the PCO or Contracting Officer's Representative  
 2279 (COR)/Contracting Officer's Technical Representative (COTR).

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2280 **3.2.19.2.18 Environmental Restoration, Remediation and/or Cleanup (CLIN 0200; CLIN 1200)**

2281 In the performance of this contract, the Contractor shall be responsible for the operation of certain  
2282 facilities on Government installations.

2283 The Contractor shall be responsible for repair, environmental restoration, remediation, and/or  
2284 cleanup (herein "remediation") activities associated with the conduct of activities for MDA if the  
2285 Government deems necessary.

2286 The Contractor shall identify potential environmental liabilities to MDA's Environmental  
2287 Management Office upon discovery.

2288 The Contractor shall obtain written Government approval before initiating remediation activities.

2289 **3.2.20 Operations and Sustainment (CLIN 0200; CLIN 1200)**

2290 The Contractor shall deliver, maintain and execute an NGI Life Cycle Sustainment Plan (LCSP)  
2291 (CDRL A024) and an NGI Item Unique Identification (IUID) program IAW MDA-QS-001-MAP  
2292 and the NGI AUR PS.

2293 (b)(3):10 U.S.C. § 130

2294  
2295  
2296  
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2298 The NGI Life Cycle Sustainment Plan shall also contain estimates for Life Cycle Costs (LCC),  
2299 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 A024)

2301 If any LLIs need to be replaced before the end of service life, then these items must be considered  
2302 scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control  
2303 Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)

2304

2305 The Contractor shall address in the NGI LCSP the complete life-cycle approach to maintaining the  
2306 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 Section 3: Planning by Integrated Product Support (IPS) Element not covered in the DoD LCSP  
2310 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 **3.2.21 Operations Support (CLIN 0200; CLIN 1200)**

2316 The Contractor shall provide support to all NGI products in test, training, and operations.

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2317 The Contractor shall assess and disposition software, hardware, and firmware trouble reports (TRs)  
2318 to include: TIRs, BDRs, NCR, integration and test findings and observations, system test  
2319 applicability, root cause analysis, and corrective action on board reporting.

2320 The Contractor shall design, develop, and deliver NGI capability upgrades and corrective actions,  
2321 deploy the software and/or hardware updates to the affected sites, and develop, maintain and deliver  
2322 Acceptance Test Reports as quality records IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089.  
2323 (CDRL A013)

2324 The Contractor shall deliver Electronic Operator and Maintenance Technical Manuals (ETM) for the  
2325 NGI and support equipment including PSE, SIE and STE. The original source material for the ETMs  
2326 shall be delivered to the Government in an editable format. (CDRL A010)

2327 The Contractor shall support the processes and activities that impact GMD Prime Mission  
2328 Equipment (PME), facilities, and infrastructure in support of the MDS Homeland Defense mission  
2329 IAW the GMD Fielding Instruction.

2330 The Contractor shall support the BMDS Asset Management Processes as described in MDA Manual  
2331 3000.02-M, BMDS Asset Management and MDA Directive 3000.02 BMDS Asset Management.

2332 The Contractor shall support the authorities established in MDA Instruction 8200.01-INS for all  
2333 MDA operations support, fielding, and test activities.

2334 **3.2.22 NGI Integrated Product Support (CLIN 0200; CLIN 1200)**

2335 The Contractor shall implement NGI Design for Supportability IAW MDA-QS-001-MAP via IPS  
2336 Analysis IAW Society of Automotive Engineers (SAE) TA-STD-0017 and document and deliver  
2337 Logistics Product Data Summaries and Logistics Support Analysis Reports. (CDRL A171)

2338 The Contractor shall develop, execute and deliver the Logistics Management Information Database  
2339 for the NGI and new and legacy support equipment IAW GEIA-STD-0007C. This data shall be  
2340 delivered through the Government's Windchill ePLM environment. This data may be stored in the  
2341 Contractor's ePLM environment to which the Government shall have full and open access. (CDRL  
2342 A009)

2343 The Contractor shall perform Product Support Analysis (SAE TA-STD-0017) Activity 11.7, Level of  
2344 Repair Analysis (LORA), and document conclusions, findings, and recommendations on the  
2345 economic, noneconomic and operational impacts to the Government for each item undergoing the  
2346 LORA IAW DI-PSSS-81872A and using Aerospace Standard 1390 and MIL-HDBK-1390 as  
2347 references. (CDRL A157)

2348 The Contractor shall present an Initial Supportability Assessment confirming Product Support  
2349 Element consideration at SRR and PDR milestone events.

2350 The Contractor shall present a Supportability assessment confirming Product Support Element  
2351 consideration at CDR. The Contractor shall deliver the contractor-assembled LORA input data for  
2352 use in conducting LORA evaluations. (CDRL A174)

2353 **3.2.23 Obsolescence (CLIN 0200; CLIN 1200)**

2354 The Contractor shall execute and maintain an Obsolescence Control Program IAW MDA-QS-003-  
2355 PMAP and the NGI PMP Control Plan.

2356 The Contractor shall design all system interfaces and functions resulting from obsolescence  
2357 mitigation activities to operate IAW the requirements and functionality of the hardware (HW) and  
2358 software (SW) developed for the NGI.

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2359 The Contractor shall maintain and execute a process for identification and resolution of Diminishing  
2360 Manufacturing Sources and Material Shortages (DMSMS)/Obsolescence issues associated with the  
2361 HW, parts, materials, and assemblies, COTS, in-house PSE, SIE, and STE under this contract.

2362 The Contractor shall participate in a quarterly, Contractor-led Obsolescence Working Group (OWG)  
2363 during the life of the contract.

2364 The Contractor shall provide an Indentured Parts List to the Government IDDE in a format editable  
2365 by the Government. (CDRL A173)

2366 The Contractor shall mitigate all obsolescence issues required to complete all deliveries.

2367 The Contractor shall also identify, and define tasks and schedule, for defined obsolescence issues for  
2368 future production.

2369 The Contractor shall canvass each component and coordinate with Subcontractors and in-house  
2370 manufacturing to determine DMSMS, obsolete, End of Life (EOL), sunset technology or other parts  
2371 procurement issues that would negatively impact the ability to execute future production.

2372 The Contractor shall maintain a forecast including a discrete list of known and emerging parts which  
2373 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 The Contractor shall use relevant obsolescence analysis, reports, and system information obtained  
2376 from other programs to initiate and execute NGI obsolescence mitigation recommendations.

2377 The Contractor shall use Logistics Management Information (LMI) and maintenance data to identify  
2378 non-supportable units and establish risk levels.

2379 The Contractor shall participate with other Services, MDS, and GMD Contractors, to prioritize  
2380 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 The Contractor shall prepare a proactive process to address Obsolescence/Diminishing  
2384 Manufacturing Sources (OMS/DMS) issues.

2385 If any LLIs need to be replaced before the end of service life, then these items must be considered  
2386 scheduled maintenance items, and must be planned for in the Contractor's Obsolescence Control  
2387 Program IAW MDA-QS-003-PMAP and the NGI PMP Control Plan.)

2388 The Contractor shall include in their processes (a) a quarterly, Contractor-led OWG meeting; (b) a  
2389 procedure to evaluate and respond to EOL Notification; (c) OMS Prediction techniques; (d) OMS  
2390 resolutions and implementation techniques; and (e) a procedure to generate and track obsolescence  
2391 cases.

2392 **3.2.23.2 Obsolescence Identification and Reporting (CLIN 0200)**

2393 The Contractor shall deliver quarterly Obsolescence Reports to inform the Government of current  
2394 and predicted obsolescence and DMSMS risks. (CDRL A054)

2395 The Contractor shall include in the Obsolescence Report mitigation of DMSMS risks and/or obsolete  
2396 parts, materials, or assemblies, and provide details pertaining to the technical, cost, and schedule  
2397 impacts related to each identified obsolescence case. (CDRL A054)

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2398 The Contractor shall submit an Obsolescence Alert Notice if it is determined that a part, material, or  
 2399 assembly required in the delivery or test of the NGI, to include future production, is unavailable due  
 (b)(4) to obsolescence/DMSMS issues within  days after identification. (CDRL A166)

2401 The Contractor shall identify the next higher assembly where obsolete component issues occur, and  
 2402 define impacts to all applicable assemblies.

2403 The Contractor shall include in Obsolescence Reports the tasks, schedule and cost required to  
 2404 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 The Contractor shall conduct trade studies to identify and develop design techniques (such as bridge  
 2408 buys, alternate part, alternate sources, existing inventory, redesigns, waiver of requirements) to  
 2409 mitigate DMS risk / obsolete parts, materials, or assemblies.

2410 The Contractor shall develop views from the NGI Systems Architecture model that support  
 2411 Obsolescence Trade Studies.

2412 The Contractor shall include Obsolescence Trade Studies in the Obsolescence Reports. (CDRL  
 2413 A054)

2414 The Contractor shall include Obsolescence Mitigation Strategies in the Obsolescence Reports.  
 2415 (CDRL A054)

### 2416 **3.2.23.4 Obsolescence Mitigation Implementation (CLIN 0200; CLIN 1200)**

2417 The Contractor shall implement solutions approved by the Government to resolve and/or mitigate  
 2418 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 The Contractor shall perform provisioning analysis and develop and deliver a recommended Initial  
 2421 Spares/Repair Parts List for NGI to include spares, repair parts and tools, support equipment  
 2422 (Common, PSE, SIE and STE), and all GMD laboratories identified in this SOW for hardware  
 2423 deliveries to support the operational life of the system. (CDRL A103)

2424 The Contractor shall conduct an analysis (CDRL A102) to identify environmental conditions (i.e.,  
 2425 humidity and temperature) for long-term storage of spares to demonstrate operational life and  
 2426 document results in the Recommended Initial Spare and Repair Parts List. Contractor shall deliver  
 2427 the analysis and parts lists through the Government IDDE in an editable format.

2428 The Contractor shall implement Modular, Open System Architecture (MOSA) to facilitate  
 2429 technology refreshment/modernization upgrades and to mitigate obsolescence through spares  
 2430 replacements as equipment fails and/or becomes obsolete.

### 2431 **3.2.24 NGI Packaging, Handling, Storage, and Transportation (CLIN 0200; CLIN 1200)**

2432 The Contractor shall develop, deliver, and execute an NGI Packaging, Handling, Storage, and  
 2433 Transportation (PHS&T) Plan for the NGI and support equipment (CDRL A092) IAW MDA-QS-  
 2434 001-MAP (Common, PSE, SIE and STE) using MIL-STD-2073-1E w/CHANGE 3 as guidance.

2435 The Contractor shall obtain written Government approval for material development of new and  
 2436 modified special packaging material or shipping and storage containers.

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2437 The Contractor shall utilize qualified instrumented containers to support the shipment of NGI and  
 2438 their hazardous material (e.g. fuel and oxidizer tanks) and Line Replaceable Units (LRU) via vehicle,  
 2439 sea, and by military aircraft.

2440 **3.2.25 NGI New Equipment Training (CLIN 0200; CLIN 1200)**

2441 The Contractor shall deliver an NGI New Equipment Training (NET) package(s) for the NGI and  
 2442 support equipment to the Government. (CDRL A016)

2443 **4.0 AUR Development and Delivery**

2444 **4.1 Next Generation Interceptor Development (CLIN 0200)**

2445 The Contractor shall develop, implement, and maintain the NGI design to comply with the respective  
 2446 GMD NGI AUR PS (MIS-61834) and GMD GS to AUR ICS (MIS-61833).

2447 The Contractor shall ensure the NGI design is compliant with all arms control treaties.

2448 **4.1.1 NGI First Article Inspection and Test (CLIN 0200; CLIN 1200)**

2449 The Contractor shall develop, deliver and execute a First Article Inspection and Test (FAIT) Plan for  
 2450 Safety or MCI as quality records IAW SAE AS9102B (HW/SW) and MDA-QS-001-MAP.

2451 The Contractor shall develop and maintain FAIT Reports as quality records IAW MDA-QS-001-  
 2452 MAP.

2453 **4.2 Hardware Product Engineering (CLIN 0200)**

2454 The Contractor shall use connectors that are labeled, visible, and keyed (mistake proof) IAW MIL-  
 2455 STD-1472G w/CHANGE 1 "DoD Design Criteria Standard: Human Engineering."

2456 The Contractor shall identify for Hazards associated with compressed gas containers, including  
 2457 bottles for both cryogenics and propellant tank pressurant, identify them IAW ANSI Z535.4  
 2458 "American National Standards Institute Product Safety Signs and Labels." This requirement does not  
 2459 apply to lines that, in normal operation, are not pressurized until after NGI launch, nor to lines  
 2460 between gas bottles and first valves where the hazard is identified by the marking of the bottle.

2461 The Contractor shall mark NGI inert components representative of explosive items, IAW SAE AMS-  
 2462 STD-595-A "Colors Used in Government Procurement" released 10 Feb 2017. This requirement  
 2463 applies to marking of the inert representation items only, not to markings of the assemblies into  
 2464 which inert representations are incorporated.

2465 **4.2.1 Engineering and Manufacturing Readiness (CLIN 0200)**

2466 The Contractor shall conduct TRL assessments IAW the TRA Deskbook.

2467 The Contractor shall deliver to the Government IDDE all data substantiating the TRL assessments.

2468 The Contractor shall conduct EMRL assessments and deliver EMRL Reports IAW AS6500  
 2469 Manufacturing Management Program, MDA Instruction 5010.24-INS and MDA-QS-001-MAP.  
 2470 (CDRL A087)

2471 The Contractor shall deliver to the Government IDDE all data substantiating the EMRL assessments.

2472 The Contractor shall develop and maintain NGI Drawings on the Government IDDE in their native  
 2473 format.

2474 The Contractor shall deliver engineering notebooks, as requested, to the Government IDDE.

2475 The Contractor shall control NGI mass properties IAW AIAA S-120A-2015.

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2476 The Contractor shall design electro-explosive subassemblies using MIL-HDBK-1512 "DoD Electro-  
2477 Explosive Subsystems, Electrically Initiated, Design Requirements and Test Methods" as a guide.

2478 The Contractor shall obtain NGI Element equipment Radio Frequency (RF) spectrum certification in  
2479 compliance with the NTIA Manual of Regulations and Procedures for Federal Radio Frequency  
2480 Management.

2481 The Contractor shall submit a DD Form 1494 (CDRL A170) and a GMD Spectrum Supportability  
2482 Risk Assessment (SSRA) (CDRL A141) for approval and receive a valid frequency assignment prior  
2483 to any RF transmissions into open air.

#### 2484 **4.2.2 NGI Production Engineering and Manufacturing (CLIN 0200)**

2485 The Contractor shall develop, deliver, execute and maintain the NGI MIPP (CDRL A145) IAW  
2486 MDA-QS-001-MAP.

2487 The Contractor shall execute and maintain a Manufacturing Program IAW MDA-QS-001-MAP and  
2488 the NGI MIPP.

#### 2489 **4.2.3 NGI Pedigree and Hardware Acceptance Reviews (CLIN 0200)**

2490 The Contractor shall plan and conduct NGI Hardware Acceptance Reviews (HAR) and receive  
2491 Government approval prior to acceptance and shipment of development; initial production,  
2492 refurbished, and recertified NGIs, units, subassemblies, PSE, SIE, and STE IAW the Safety and  
2493 Mission Critical Supplier List and the GHDP.

2494 The Contractor shall execute Acceptance testing and develop and maintain NGI Acceptance Test  
2495 Reports as quality records IAW MDA-QS-001-MAP and GME-TAI-RFIT-0089. (CDRL A013)

2496 The Contractor shall execute and maintain an NGI Subsystem, Unit and Subassembly Pedigree  
2497 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 (b)(3):10 U.S.C. § 130  
2500  
2501  
2502

2503 The Contractor shall deliver an NGI electrical power grounding schematic to the Government IDDE  
2504 that identifies system to primary ground, and system-to-system grounding, including an  
2505 identification of signals with isolation and termination devices to ground.

2506 The Contractor shall develop, maintain, deliver and execute Electrical and Electronic Stress  
2507 Analyses to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS  
2508 and MDA-QS-001-MAP.

2509 The Contractor shall develop, maintain, deliver and execute Sneak Circuit Analyses (CDRL A165)  
2510 IAW MDA-QS-001-MAP.

2511 The Contractor shall develop, maintain, deliver and execute Worst Case Circuit Analyses (CDRL  
2512 A165) IAW MDA-QS-001-MAP.

##### 2513 **4.2.3.2 Mechanical Design (CLIN 0200)**

2514 The Contractor shall develop, maintain, deliver and execute Mechanical Stress Analyses to the  
2515 Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS IAW MDA-  
2516 QS-001-MAP.

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2517 The Contractor shall develop, maintain, deliver and execute Finite Element Analysis (FEA) for the  
2518 AUR to the Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS  
2519 IAW MDA-QS-001-MAP.

2520 The Contractor shall develop, maintain, deliver and execute Thermal Stress Analyses to the  
2521 Government IDDE as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS IAW MDA-  
2522 QS-001-MAP.

#### 2523 **4.3 AUR Test Article Delivery**

##### 2524 **4.3.1 AUR Test Article Delivery (CLIN 1201 Priced Option)**

2525 (b)(3):10 U.S.C. § 130  
2526  
2527

2528 The Contractor shall deliver AUR NGI Flight Test Articles to VAFB or locations specified by the  
2529 Government as required in Section E of the contract. Delivery is completed at emplacement in the  
2530 designated silo.

2531 The Contractor shall conduct AUR functional test upon delivery to Government site prior to  
2532 emplacement.

2533 The Contractor shall emplace the AUR in the designated silo.

2534 The Contractor shall support Post Emplacement Checkout IAW the NGI TEP.

2535 The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance  
2536 Data Package to document the readiness of the NGI to launch from the silo. (CDRL A043, A044)

2537 The Contractor shall support an integrated GMD weapon system test to verify AUR health and  
2538 function prior to final Government acceptance (DD250).

##### 2539 **4.3.2 AUR Test Article Delivery - Material (CLIN 0601; CLIN 0602 Priced Option)**

2540 (b)(3):10 U.S.C. § 130  
2541

2542 The Contractor shall procure the material required for silo modifications in support of CLIN 1101.

##### 2543 **4.3.3 AUR Test Article Delivery (CLIN 1202 Priced Option)**

2544 (b)(3):10 U.S.C. § 130  
2545

2546 The Contractor shall deliver AUR NGI Flight Test Articles to VAFB or locations specified by the  
2547 Government as required in Section E of the contract and conduct an AUR functional test upon  
2548 delivery to Government site prior to emplacement.

2549 The Contractor shall emplace the AUR in the designated silo.

2550 The Contractor shall support Post Emplacement Checkout IAW the NGI TEP.

2551 The Contractor shall deliver the Acceptance Test Plan, Acceptance Test Report, and Acceptance  
2552 Data Package to document the readiness of the NGI to launch from the silo. (CDRL A043, A044)

2553 The Contractor shall support an integrated GMD weapon system test to verify AUR health and  
2554 function prior to final Government acceptance (DD250).

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~~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 The Contractor shall procure the long lead material (b)(3):10 U.S.C. § 130

2558 (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 The Contractor shall manufacture, integrate, test and deliver (b)(3):10 U.S.C. § 130

2561 (b)(3):10 U.S.C. § 130

2562 **4.4.3 Operational AUR Lot 2 Long Lead Material (CLIN 2202 Option) (To Be Priced after PDR)**

2563 The Contractor shall procure the long lead material (b)(3):10 U.S.C. § 130

2564 (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 The Contractor shall manufacture, integrate, test and (b)(3):10 U.S.C. § 130

2567 (b)(3):10 U.S.C. § 130

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

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2601 **4.5.1 Production Maintainability (CLIN 2100 Option) (To Be Priced after PDR)**

2602 The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls,  
2603 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 The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls,  
2607 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 The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls,  
2611 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 The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls,  
2615 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 The Contractor shall maintain the NGI AUR production line processes, STE, PSE, quality controls,  
2619 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 The Contractor shall define, document, and follow a MOSA for using modular design, and  
2624 standards-based interfaces for the Program.

2625 The Contractor shall obtain Government approval in writing regarding the use of any proprietary  
2626 products prior to utilization.

2627 Any software reuse by the Contractor shall be IAW MDA-QS-001-MAP and NIST 500-155.

2628 For Commercial or Non-Developmental Items (NDI), if a vendor no longer supports the product  
2629 versions used in the NGI environments, the Contractor shall, with Government concurrence, provide  
2630 a technical assessment of risks involving unsupported product usage, and shall provide assessment of  
2631 transition to upgrades with resulting retest and installation impacts.

2632 The Contractor shall collaborate with the Government to identify, review, and prioritize all Software  
2633 Change Requests (SCRs) and deliver to the Government. (CDRL A096)

2634 The Contractor shall design, develop, integrate, and test solutions to identified SCRs, and deliver  
2635 software updates.

2636 The Contractor shall synchronize new functionality updates with software problem resolution as a  
2637 single update.

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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  
2644 (CMMI) for Development).

2645 The Contractor shall evaluate software development Subcontractors in order to properly implement  
2646 software management and infrastructure processes.

#### 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  
2651 DevSecOps Reference Design Guidebook.

2652 The Contractor shall ensure the appropriate industry DevSecOps expertise and experience is  
2653 available and applied to develop a software and firmware delivery pipeline that continuously enables  
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  
2657 documentation, test files, coding, application programming interfaces (APIs); design documents;  
2658 results of fault, performance tests conducted using the framework; tools developed during the  
2659 development; and the software factory framework. (CDRL A065)

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  
2663 allocated to software in the NGI Systems Architecture Model.

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  
2667 IV&V Plan.

2668 The Contractor shall develop, execute, maintain, and deliver an NGI Software Design Description  
2669 (SDD) (CDRL A064) IAW the MDA-QS-001-MAP, GMD Software Engineering Plan (SWEP),  
2670 GMD SwAP, GMD Program Software Acquisition Process Plan (GME-PLN-PSAPP-0009), and  
2671 GMD Software IV&V Plan (GME-PLN-SIV&V-0007).

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  
2675 the processes and approach(es) described in the SDP, in order to deploy and deliver executable  
2676 software (CDRL A065) IAW the approved SDP and MDA Policy Memorandum #16.

2677 The SDP shall describe the Contractor's DevSecOps software/firmware development and quality  
2678 processes.

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2679 The Contractor shall base these processes on the Contractor's tailoring of internally-developed  
2680 standard processes used on previous military programs, standard commercial processes (i.e., modern  
2681 software and firmware development best practices).

2682 The Contractor shall deliver working software/firmware on a frequent basis, IAW the SDP for all  
2683 computer software/firmware to be developed, integrated, or maintained under this effort.

2684 The Contractor shall identify the required software/firmware and the developers or suppliers of the  
2685 software in the SDP, and shall define the Contractor's proposed software development processes, the  
2686 activities to be performed as a part of the processes, the tasks which support the activities, and the  
2687 techniques and tools to be used to perform the tasks.

2688 The Contractor shall describe in the SDP how the DevSecOps software/firmware development  
2689 processes will be incorporated into the Technical Review process, particularly for system-level  
2690 technical reviews and technical baselines and describe how SWE activities will be integrated within  
2691 SE processes, acquisition documents and CDRLs.

2692 The Contractor shall establish and document in the NGI SDP a mechanism for tracking Defect  
2693 Containment as Problem Reports (PRs) and/or TRs. The Contractor shall identify which software  
2694 development phase (e.g., system test) a defect was found in, and in which software development  
2695 phase the defect was introduced (to include percent of defects found in the same phase measured as a  
2696 percent of all defects tracked).

2697 The Contractor shall document in the NGI SDP their approach to the detection, prevention, and  
2698 recovery of software faults for Safety or Mission Critical Related Software and Firmware.

2699 The Contractor shall develop, implement, maintain and seek approval from the Government a  
2700 Software Measurement Plan (CDRL A090) IAW MDA-QS-001-MAP, the GMD IV&V Plan, the  
2701 GMD SwAP, the GMD SWEP and MDA 8430.01-INS.

2702 The Contractor shall obtain written Government approval for software metrics.

2703 The Contractor shall deliver Metrics Reports for software and firmware products (CDRL A090)  
2704 IAW the Software Measurement Plan and shall be consistent with the program life-cycle phase.

2705 The Contractor shall include descriptions of the required technology maturity level as it pertains to  
2706 software IAW the TRA Deskbook in the NGI SDP. (CDRL A019)

2707 The Contractor shall identify the system functions that are allocated to software in the NGI  
2708 CONOPS.

2709 The Contractor shall provide for Government approval Software and Firmware Requirements  
2710 Specifications as OE for ETRs IAW the tailored MDA Instruction 5000.20-INS.

2711 The Contractor shall include in the NGI SDP the secure coding standard to be followed for  
2712 development.

2713 The Contractor shall train and hold accountable all developers for development of secure code.

2714 The Contractor shall include in the NGI SDP how DoDI 8500.01 Change 1 and the Application  
2715 Security And Development (ASD) Security Technical Implementation Guide (STIG) Overview are  
2716 being addressed by the program.

2717 The Contractor shall address in the NGI SDP how the secure coding standard impacts software  
2718 development from low-level unit testing and code reviews to the system integration efforts and  
2719 security considerations.

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2720 **5.1.1.1 Software Configuration Lists (CLIN 0300; CLIN 1300)**

2721 The Contractor shall deliver and maintain a Safety and Mission Critical Related Software, Firmware,  
 2722 and Algorithm List as component of the NGI Requirements Model to include each requirement's  
 2723 Safety Criticality and Mission Criticality functions that are derived from a software FMECA,  
 2724 functional and physical architecture that supports software, firmware and algorithm development.  
 2725 (CDRL A008)

2726 **5.1.2 Software Test (CLIN 0300; CLIN 1300)**

2727 The Contractor shall deliver an NGI Software Qualification Plan as an Appendix to the NGI TEP  
 2728 (CDRL A036) IAW the GMD Integrated Test Plan, MDA-QS-001-MAP, the NGI VEP and GME-  
 2729 TAI-RFIT-0089.

2730 The Contractor shall deliver the following at the start of each NGI Software, Firmware, and  
 2731 Algorithm FQT event:

- 2732 • Software Factory (CDRL A065)
- 2733 • Software/Firmware Requirements Specifications
- 2734 • Software and Firmware Design Description (CDRL A064)
- 2735 • Algorithm Description Document (CDRL A069)
- 2736 • Database Design Description (DBDD) (CDRL A119)
- 2737 • Detailed Software Test Plan (CDRL A099)

2738 The Contractor shall deliver the test procedures prior to the start of each FQT event. (CDRL A044)

2739 The Contractor shall deliver the Software Operations and Maintenance documentation at the  
 2740 completion of each FQT event. (CDRL A065)

2741 The 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 The Contractor shall include in the NGI Software Test Reports validation of conformance to the  
 2744 secure coding standard in the NGI SDP.

2745 The Contractor shall consult the CERT SCALe effort [Seacord 2010] for guidance if custom  
 2746 software is being developed in the C programming language.

2747 The Contractor shall address in the NGI TEP any efforts necessary to tailor the secure coding  
 2748 standard to address the organization's testing processes.

2749 The Contractor shall address in the NGI TEP how the organization will embrace the secure coding  
 2750 standard such that the entire V&V team follows the standard.

2751 The Contractor shall evaluate the tools used for the V&V effort for compliance with the secure  
 2752 coding standard.

2753 The Contractor shall include in the NGI TEP any training needed by the V&V teams to support the  
 2754 secure coding standard.

2755 **5.1.3 Software Independent Verification and Validation and Software Assurance (CLIN 0300;  
 2756 CLIN 1300)**

2757 The Contractor shall support the Government Software IV&V program IAW the Government GMD  
 2758 Software IV&V Plan (GME-PLN-SIV&V-0007).

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2759 The Contractor shall support the Government Software Assurance program IAW the Government  
2760 GMD SwAP.

2761 **5.1.4 Software Product Upgrades (CLIN 0300; CLIN 1300)**

2762 The Contractor shall design, develop, and deliver product upgrades to the NGI baseline to address  
2763 defects identified and implement requirements and deliver associated documentation (CDRL A065)  
2764 IAW the NGI SDP.

2765 The Contractor shall support the NGI software upgrades and the accompanying Integrated Logistics  
2766 Support (ILS) package (CDRL A024) as an upgrade to the operational capacity baseline as approved  
2767 by the Government.

2768 **5.1.5 Software Infrastructure Support (CLIN 0300; CLIN 1300)**

2769 The Contractor shall establish and execute procedures necessary to install and check-out updates of  
2770 the NGI software to test laboratories, training, and operational sites in a regular periodic timeframe  
2771 as defined by the Government.

2772 **5.1.6 NGI Software, Firmware, and Algorithm Installation, Maintenance (CLIN 0300; CLIN 1300)**

2773 The Contractor shall deliver and maintain an NGI Software, Firmware, and Algorithm Installation  
2774 Plan (CDRL A094) IAW MDA-QS-001-MAP.

2775 The Contractor shall deliver and execute an NGI Software Maintenance Plan as an Appendix to the  
2776 NGI SDP. (CDRL A019)

2777 The Contractor shall establish in the Software Maintenance Plan, software maintenance procedures  
2778 necessary to perform regular updates of Government-approved security updates to the NGI,  
2779 Components, and Subsystem software and firmware as well as supporting test and administrative  
2780 equipment.

2781 **5.1.7 Software Security (CLIN 0300; CLIN 1300)**

2782 The Contractor shall secure the default configuration of the software and firmware IAW DoD best  
2783 practices provided at the Defense Information Systems Agency (DISA) IA Support Environment  
2784 (IASE).

2785 **5.1.8 Software Safety (CLIN 0300; CLIN 1300)**

2786 The Contractor shall deliver, execute and maintain the NGI Software Safety Program Plan (SwSPP)  
2787 as an Appendix to the NGI SSPP (CDRL A033) IAW MIL-STD-882E and MDA-QS-001-MAP.

2788 The Contractor shall obtain written Government approval for identification and testing of software  
2789 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 The Contractor shall include in the NGI SRS Plan a detailed SRS process model (e.g. initial analysis,  
2793 CSCI development and test, system integration and test, transition, product logistics, and release  
2794 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  
2797 Item (SwCI) developed or modified. (CDRL A066)

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2798 The Contractor shall expand the Government-provided WBS, found in the CDSR Plan, J-12  
 2799 attachment, to include in the CWBS the Configuration Items (CIs). (CDRL A114)

## 2800 **5.2 Modeling & Simulation (CLIN 0300; CLIN 1300)**

2801 The Contractor shall develop, execute, maintain, and deliver NGI M&S Execution Plan (CDRL  
 2802 A152) IAW the MDA GMD M&S Plan (GME-PLN-M&S-0006).

2803 The Contractor shall develop, deliver, maintain, and execute M&S to support development, analysis  
 2804 and testing IAW the NGI M&S Execution Plan. (CDRL A065)

2805 The Contractor shall develop, maintain, deliver and execute architecture, design and functional  
 2806 documentation in digital engineering formats for all delivered M&S. (CDRL A065)

2807 The Contractor shall develop and maintain linkages between M&S applications representing the NGI  
 2808 design and the NGI Requirements and NGI Systems Architecture Models which define that design.

2809 The Contractor shall develop, deliver, maintain and execute high fidelity NGI M&S using wrapped  
 2810 tactical code that runs both real and non-real time as stand-alone models. (CDRL A065)

2811 The Contractor shall develop, deliver, maintain and execute a constructive digital model  
 2812 representation of the NGI system which is hardware agnostic in support of Digital MDS Assessment  
 2813 and Development Test events. (CDRL A065)

2814 The Contractor shall develop, deliver and execute NGI M&S supporting Knowledge Point  
 2815 assessments to the Government IAW the NGI M&S Execution Plan. (CDRL A065)

2816 The Contractor shall develop, deliver and execute NGI M&S supporting Government lethality  
 2817 assessments to the Government IAW the NGI M&S Execution Plan. (CDRL A065)

2818 The Contractor shall support updates to the Government's GMD System Simulation Capabilities  
 2819 Document (SSCD), GMD Simulation (GMDSim) IDD, the GMDSim Architecture Document, and  
 2820 the GMDSim simulation/test framework interface specifications for integration into the GMD system  
 2821 model to support Digital BMDS Assessment and Test events, ground test events and flight test  
 2822 events.

2823 The Contractor shall develop, deliver and execute NGI simulations (NGISim) (CDRL A065) IAW  
 2824 the GMD SSCD, GMDSim IDD, the GMDSim Architecture Document, the Objective Simulation  
 2825 Framework (OSF) Public IDD, and the GMDSim simulation/test framework interface specifications.

2826 The Contractor shall develop, deliver and execute medium fidelity NGI M&S that runs both real and  
 2827 non-real time as stand-alone models. (CDRL A065)

2828 The Contractor shall develop, deliver and execute NGI software source code, executables, input data,  
 2829 output data, make files, ADDs, User's Manual and all artifacts required to compile the source code  
 2830 and execute M&S. (CDRL A065)

2831 The Contractor shall develop and execute M&S software and hardware products in compliance with  
 2832 the RMF and MDA Cybersecurity Policy.

2833 The Contractor shall incorporate survivability functional testing into the M&S.

2834 The Contractor shall deliver a Modeling Assumptions and System Characteristics (MASC) document  
 2835 in a digital engineering format that contains parameters necessary for generation and update of an  
 2836 NGI AUR engagement simulation. (CDRL A063)

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2837 **5.2.1 Modeling and Simulation Verification and Validation (CLIN 0300; CLIN 1300)**

2838 The Contractor shall develop, deliver and execute an NGI M&S V&V Plan to satisfy M&S  
2839 accreditation IAW the GMD M&S VV&A Plan. (CDRL A153)

2840 The Contractor shall provide technical expertise for planning and conducting NGI M&S V&V IAW  
2841 the GMD M&S VV&A Plan and the MDA-QS-001-MAP verifying that M&S is developed  
2842 according to design.

2843 The Contractor shall develop and deliver NGI M&S V&V reports (CDRL A159) and associated  
2844 V&V data and analysis to satisfy M&S accreditation to the Government IAW the GMD M&S V&V  
2845 Plan.

2846 **5.3 Discrimination Development (CLIN 0300; CLIN 1300)**

2847 Discrimination is the ability to ascertain lethal from non-lethal objects within a threat scene. The  
2848 discrimination program for the MDS is run by the Directorate for Engineering within MDA who  
2849 directs and assists in the development of discrimination capabilities for both terrestrial and space-  
2850 based sensors to include those on intercept vehicles. Over the course of the NGI development, the  
2851 Contractor shall work closely with Government and Federally Funded Research and Development  
2852 Centers/University Affiliated Research Centers (FFRDC/UARC) discrimination entities to maximize  
2853 their organic discrimination capabilities.

2854 The Contractor shall provide technical expertise in development and execution of the GMD  
2855 Discrimination Program and post data and recommendations to the Government IDDE.

2856 The Contractor shall conduct trades and studies to comply with future threats and MDS  
2857 requirements.

2858 The Contractor shall develop and execute discrimination algorithms and software IAW the GMD  
2859 SCG and DD254.

2860 (b)(3):10 U.S.C. § 130

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2862 The Contractor shall deliver all discrimination algorithms, parameter files, and associated  
2863 documentation to the Government associated with each software release. (CDRL A065)

2864 **6.0 Peculiar Support Equipment, Special Inspection Equipment and Special**  
2865 **Test Equipment (CLIN 0400; 1400)**

2866 The Contractor shall deliver and maintain the NGI PSE, SIE, and STE Description Document  
2867 (includes production tools and fixtures). (CDRL A042)

2868 The Contractor shall design the NGI PSE, SIE and STE IAW MIL-STD-882E.

2869 The Contractor shall comply with Title 47 CFR15 "Code of Federal Regulations, Title 47, Federal  
2870 Communications Commission Part 15, Radio Frequency Devices".

2871 The Contractor shall deliver NGI PSE, SIE, and STE Engineering Drawings and Associated Lists.  
2872 (CDRL A055)

2873 The Contractor shall ensure NGI PSE, SIE, and STE revisions and upgrades remain compatible to all  
2874 NGI, software, and firmware configurations for the purpose of reverse flow testing.

2875 The Contractor shall deliver NGI PSE, SIE and STE certification and re-certification reports that  
2876 include design margin assessments prior to using the equipment. (CDRL A071)

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2877 The Contractor shall propose to the Government test set configurations and maintain all STE  
2878 required to support the test sets. The Contractor shall include: Remote support to assist in  
2879 diagnosing test set problems via email, telephone, and video conferencing; On-site support to  
2880 perform troubleshooting, fault isolation, part removal and installation, and repair verification testing;  
2881 Repair/replacement services for critical non-commercial-off-the-shelf (non-COTS) items not  
2882 contained in the spare inventory; Support for the loading of new flight software, flight firmware, and  
2883 simulation software when a new build is required by the Government to be installed.

2884 The Contractor shall have the required accuracy and precision for all production, manufacturing, and  
2885 test equipment to determine conformance to design, performance, and process characteristics during  
2886 its use IAW MDA-QS-001-MAP, including Subcontractors' and suppliers' equipment.

2887 The Contractor shall execute and maintain an equipment calibration system IAW MDA-QS-001-  
2888 MAP.

2889 The Contractor shall deliver associated PSE, SIE and STE to support the execution of the flight tests  
2890 as documented in the GMD ITP.

2891 The Contractor shall provide software and IA updates to the NGI CIL products to maintain  
2892 congruence with future flight test and deployed configurations.

2893 The Contractor shall develop and maintain an NGI HSFUM that documents all PSE, SIE and STE  
2894 and all program deliverables (hardware, software, firmware, software) with associated need dates.  
2895 This includes test and production articles, spares, PSE, SIE, STE, test sets, SRP assets, items for the  
2896 Development Labs, algorithms, models, simulations, source code, executables, etc. (CDRL A080)

2897 The Contractor shall deliver all items IAW Government-approved need dates.

2898 The Contractor shall deliver analysis to clearly demonstrate that the increased cycle times and op  
2899 tempos of the labs and test assets have been comprehended in the recommended parts and spares  
2900 quantities.

2901 The Contractor shall perform development and fabrication of the PSE, SIE and STE, to include  
2902 upgrades to and obsolescence replacements of existing equipment.

#### 2903 **6.1 Equipment for Test Laboratories (CLIN 0400; CLIN 1400)**

2904 The GMD program utilizes numerous HWIL and CIL laboratories to support GMD and MDS level  
2905 integration and testing events.

2906 The Contractor shall deliver flight representative hardware and software products to these labs to  
2907 facilitate these GMD activities.

2908 (b)(3):10 U.S.C. § 130

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(b)(3):10 U.S.C. § 130

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**6.1.1 NGI Computer-in-the Loop Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; CLIN 1400)**

(b)(3):10 U.S.C. § 130

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While each CIL instantiation shall contain flight representative processors, software and firmware for all digital processing on the NGI, each lab may have unique integration requirements, data requirements, and PSE, SIE and STE needs to meet the requirements as defined in the TSDD.

The Contractor shall deliver NGI AUR and payload CIL that match the architecture, configuration, part numbers and software/firmware configurations used by the Contractor in their facilities for test and integration activities.

**6.1.2 NGI Hardware-in-the-Loop Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; CLIN 1400)**

**6.1.2.1 GMD Hardware-in-the Loop Hardware Deliveries (CLIN 0200; CLIN 1200; CLIN 0300; CLIN 1300; CLIN 0400; CLIN 1400)**

The Contractor shall build, integrate, test, deliver, and maintain a complete booster / payload HWIL simulator to the Government for testing the GMD HWIL lab. These instantiations shall be delivered to a Government facility on Redstone Arsenal. Each HWIL instantiations shall contain booster and payload avionics boxes, cabling, power supplies, PSE, SIE and STE to support end to end digital,

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2962 electrical, and mechanical interface verification and test as well as support integration activities with  
 2963 the broader GMD components to include GS and communication nodes.

2964 The Contractor shall deliver NGI AUR HWIL that matches the architecture, configuration, part  
 2965 numbers and software/firmware configurations used by the Contractor in their facilities for test and  
 2966 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)**

2969 The Contractor shall build, deliver, integrate, test, and maintain a payload HWIL configuration to the  
 2970 Government for integration in the NDL. This HWIL shall include a flight representative sensor(s) for  
 2971 integration in the NGI space chamber, as well as all flight representative GN&C and communication  
 2972 avionics, software, firmware and PSE, SIE and STE. This architecture will support open loop and  
 2973 closed loop, photons-in, sensor testing from payload separation through intercept.

2974 The Contractor shall deliver breakout boxes and specialized UUT cables required for the laboratory  
 2975 spread UUT testing environment.

2976 The Contractor shall deliver the payload HWIL that match the architecture, configuration, part  
 2977 numbers and software/firmware configurations used by the Contractor in their facilities for test and  
 2978 integration activities.

2979 **6.1.2.3 NGI Development Lab Seeker Open Loop Performance Testing (CLIN 0200; CLIN**  
 2980 **1200; CLIN 0300; CLIN 1300; CLIN 0400; CLIN 1400)**

2981 The Contractor shall support the Government's assessment of seeker technology maturity and  
 2982 performance, at the Government NDL in Building 5400 on Redstone Arsenal. Testing will provide  
 2983 Government insight into key sensor performance characteristics to include sensitivity,  
 2984 characterization, calibration, FOV, etc. and provide Government confidence in delivered Contractor  
 2985 performance models.

2986 The Contractor shall deliver a prototype sensor system, including all software and firmware, TDPs,  
 2987 PSE, SIE and STE and other unique hardware to conduct early open loop sensor characterization and  
 2988 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)**

2991 With sufficient integration lead time to support the first flight test data collection requirements, the  
 2992 Contractor shall deliver flight representative payload hardware (in a spread HWIL configuration  
 2993 including a vacuum rated seeker system, GN&C system, communication system and TM system),  
 2994 SW (including all software and firmware), TDPs, PSE, SIE and STE and other unique hardware to  
 2995 conduct closed loop, payload performance testing in the NDL space chamber architecture.

2996 **7.0 Other Direct Costs & Travel (CLIN 0500; CLIN 1500)**

2997 The Contractor shall report EVM data, at the appropriate WBS level, to provide the Government  
 2998 visibility to ODCs and Travel costs.

2999 The Contractor shall limit personnel travelling to only those necessary complete an assignment.

3000 The Contractor shall use video teleconferencing, whenever possible, to reduce travel costs.

3001 The Contractor shall coordinate schedules and reduce number of rental cars required when traveling  
 3002 to the same destination.

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~~CU~~**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).

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## 3014 9.0 Compliance and Reference Documents

3015 Contract Compliance and Reference Documents are listed in Below Tables. “Reference Documents” are provided for information only.

3016 The documents listed in Table 9.1: Compliance Documents and Table 9.2: Reference Documents are cited within the SOW text and form a  
 3017 part of this document to the extent specified herein. Documents cited within the reference shall be used as cited in the reference (i.e.,  
 3018 requirement or guidance). For dated documents, only the cited revision applies. For undated documents, the latest revision of the reference  
 3019 document (including amendments), applicable at the time of contract award, applies unless a specific exemption has been obtained. Where  
 3020 SOW requirement text does not indicate specific document revision the revision annotated in this list is applicable.

### 3021 9.1 Compliance Documents

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External Compliance Documents			
#	Doc #	Title	Date
1	Pollution Prevention Act of 1990 42 U.S.C. §13101 et seq. (1990)  Emergency Planning and Community Right to Know Act of 1986	Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), Section 312 (Emergency Planning and Response) and Section 313 (Toxic Release 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



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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 Data--Noncommercial 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

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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

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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

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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	28-Dec-16
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

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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	3-Mar-99
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 I 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

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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 SYSMML)	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

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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



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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

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GMD Compliance Documents			
#	Doc #	Title	Date
90	MIS-61833-Rev D03	GMD Ground Systems (GS) to AUR ICS	11-Mar-20

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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

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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

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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 3	DoD Standard Practice for Military Packaging	20-Nov-18

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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

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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

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3032 **Acronym List**

<b>Acronym</b>	<b>Definition</b>
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



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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

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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

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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





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

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**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 301 to 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 (SSD), 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

**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.I. 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:

1. 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
3. 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.l:** 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)

Top Secret

**b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/  
MATERIAL REQUIRED AT CONTRACTOR FACILITY**

Secret

**2. THIS SPECIFICATION IS FOR:** (X and complete as applicable.)

- ☒ **a. PRIME CONTRACT NUMBER** (See instructions.)  
HQ0856-21-C-0001
- ☐ **b. SUBCONTRACT NUMBER**
- ☐ **c. SOLICITATION OR OTHER NUMBER** DUE DATE (YYYYMMDD)  
HQ0856-20-R-0001

**3. THIS SPECIFICATION IS:** (X and complete as applicable.)

- ☐ **a. ORIGINAL** (Complete date in all cases.) DATE (YYYYMMDD)  
20210204
- ☒ **b. REVISED** (Supersedes all previous specifications.)  
REVISION NO. DATE (YYYYMMDD)  
1 20210603
- ☐ **c. FINAL** (Complete Item 5 in all cases.) DATE (YYYYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?** ☒ No ☐ Yes If yes, complete the following:

Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?** ☒ No ☐ Yes If yes, complete the following:

In response to the contractor's request dated \_\_\_\_\_, retention of the classified material is authorized for the period of: \_\_\_\_\_

**6. CONTRACTOR** (Include Commercial and Government Entity (CAGE) Code)

**a. NAME, ADDRESS, AND ZIP CODE**

(b)(4)

**b. CAGE CODE**

(b)(4)

**c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

(b)(4)

**7. SUBCONTRACTOR(S)** (Click button if you choose to add or list the subcontractors  
– but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)

**a. NAME, ADDRESS, AND ZIP CODE**

**b. CAGE CODE**

**c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

**8. ACTUAL PERFORMANCE** (Click button to add more locations.)

**a. LOCATION(S)** (For actual performance, see instructions.)

(b)(4)

**b. CAGE CODE**

(If applicable,  
see Instructions.)

(b)(4)

**c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

(b)(4)

**a. LOCATION(S)** (For actual performance, see instructions.)

(b)(4)

**b. CAGE CODE**

(If applicable,  
see Instructions.)

(b)(4)

**c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

(b)(4)

<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)
<b>a. LOCATION(S)</b> (For actual performance, see instructions.) (b)(4)	<b>b. CAGE CODE</b> (If applicable, see Instructions.) (b)(4)	<b>c. COGNIZANT SECURITY OFFICE(S) (CSO)</b> (Name, Address, ZIP Code, Telephone required; Email Address optional) (b)(4)

**9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT**

Next Generation Interceptor (NGI)



**10. CONTRACTOR WILL REQUIRE ACCESS TO:** (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)

- ☒ a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION
- ☒ b. RESTRICTED DATA
- ☒ c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI)  
(If CNWDI applies, RESTRICTED DATA must also be marked.)
- ☒ d. FORMERLY RESTRICTED DATA
- ☒ e. NATIONAL INTELLIGENCE INFORMATION:
- ☒ (1) Sensitive Compartmented Information (SCI)
- ☒ (2) Non-SCI
- ☒ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION
- ☒ g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION
- ☒ h. FOREIGN GOVERNMENT INFORMATION
- ☐ i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION
- ☒ j. CONTROLLED UNCLASSIFIED INFORMATION (CUI)  
(See instructions.)
- ☐ k. OTHER (Specify) (See instructions.)

**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  
(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 INFORMATION OR MATERIAL
- ☒ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
- ☐ e. PERFORM SERVICES ONLY
- ☒ f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
- ☒ g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
- ☒ h. REQUIRE A COMSEC ACCOUNT
- ☒ i. HAVE A TEMPEST REQUIREMENT
- ☒ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS
- ☒ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE
- ☒ l. 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.)
- ☒ m. OTHER (Specify) (See instructions.)
- 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 be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPO) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. (See instructions)

☐ DIRECT ☒ THROUGH (Specify below)

MDAPressOperations@mda.mil and simultaneously provide courtesy copy to the appropriate PCO.

**Public Release Authority:**

Missile Defense Agency, Public Affairs Office is the public release approval authority.

**13. SECURITY GUIDANCE**

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)

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 contact their Contracting Office Representative (COR) or the MDA Industrial Security office at (256) 450-0939, by email at MDAIndustrialSecurity@mda.mil, or by mail to MDA, ATTN: Industrial Security Office (DEI), Building 5222 Martin Road, Redstone Arsenal, AL 35898.



List of Attachments [3] (All Files Must be Attached Prior to Signing, i.e., for any digital signature on the form)

DD254 HQ0856-21-C-0001 (REV1) Continuation Pages.pdf  
 SCI Supp to DD254 HQ0856-21-C-0001 signed.pdf  
 SAP Supp to DD254 HQ0856-21-C-0001 Signed.pdf

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

## NAME &amp; TITLE OF REVIEWING OFFICIAL

## SIGNATURE

(b)(6)

## 14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISPOM requirements for classified information, are established for this contract.

☐ No ☒ Yes

If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.  
 (See instructions for additional guidance or use of the fillable PDF.)

See Reference Items; 10.e.(1), 10.f, 10.j, 11i, 11.j, 11.l, 11.m and 14.

## 15. INSPECTIONS

Elements of this contract are outside the inspection responsibility of the CSO.

☐ No ☒ Yes

If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.  
 (See instructions for additional guidance or use of the fillable PDF.)

MDA SAPCO is responsible for inspection of SAP under this contract.

## 16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)

## a. GCA NAME

Missile Defense Agency

## c. ADDRESS (Include ZIP Code)

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

## d. POC NAME

(b)(6)

## e. POC TELEPHONE (Include Area Code)

(b)(6)

## b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions)

HQ0856

## f. EMAIL ADDRESS (See Instructions)

(b)(6)

## 17. CERTIFICATION AND SIGNATURES

Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.

a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial)  
(See Instructions)

(b)(6)

d. AAC OF THE CONTRACTING OFFICE  
(See Instructions)

HQ0856

## h. SIGNATURE

(b)(6)

## b. TITLE

Contracting Officer

e. CAGE CODE OF THE PRIME CONTRACTOR  
(See Instructions.)

(b)(4)

## c. ADDRESS (Include ZIP Code)

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

## f. TELEPHONE (Include Area Code)

(b)(6)

## g. EMAIL ADDRESS (See Instructions)

(b)(6)

i. DATE SIGNED  
(See Instructions)

20210603

18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL

☒ a. CONTRACTOR

☐ b. SUBCONTRACTOR

☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND  
SUBCONTRACTOR

☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY  
ADMINISTRATION

☒ e. ADMINISTRATIVE CONTRACTING OFFICER

☒ f. OTHER AS NECESSARY (If more room is needed, continue in Item 13 or on  
additional page if necessary.)

MDA Industrial Security

(b)(3):10 U.S.C. § 130 ; (b)(6)

(b)(3):10 U.S.C. § 130

(b)(3):10 U.S.C. § 130

(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 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.

MDA SSO:	(b)(6)
MDA SSO Signature:	(b)(6)
Phone:	(b)(6)

COR/TM/DTOR/Directorate designation:	(b)(6)
COR/TM/DTOR Signature:	(b)(6)
Phone:	(b)(6)

Directorate Technical Oversight Representative:	(b)(6)
(b)(6)	
DTOR Signature:	(b)(6)
Phone:	(b)(6)

(b)(4)

**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  
Missile Defense Agency  
Huntsville, AL 35807-3801

## FEE PLAN SIGNATURE PAGE

PROGRAM: MISSILE DEFENSE AGENCY (MDA) GROUND-BASED MIDCOURSE  
DEFENSE (GMD)

ACQUISITION PROGRAM DIRECTOR:

(b)(6)

TIMOTHY MCRAE  
Program Director,  
Ground-Based Midcourse Defense

December 17, 2020

DATE

APPROVED BY:

(b)(6)

PHILIP A. GARRANT  
Major General, USAF  
Program Executive for  
Ground-Based Weapon Systems

December 17, 2020

DATE



### Record of Changes

Release/ Revision No.	Date	Author	A=Add M=Modify D=Delete	Description of Change

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## **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:**

- a. 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:**

- a. 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.
- i. 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 AWARD FEE 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 Expectations Letter**

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 Undefined 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:**

1. Award Fee Organization
2. Award Fee Scoring Standard
3. 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
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### **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
<b>E</b>	<b>91%-100%</b>	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.
<b>VG</b>	<b>76%-90%</b>	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.
<b>G</b>	<b>51%-75%</b>	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.
<b>S</b>	<b>Up to 50%</b>	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.
<b>U</b>	<b>0%</b>	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 Integrated Product Team (IPT) Performance:** 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 Contractor Cooperation:** 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 Integrate Digital Data Environment (IDDE) Support:** Satisfactory level performance is the contractor’s support and utilization of the Government’s IDDE enabling program execution and project level trades and decisions.

**FDO AWARD FEE FOCUS AREA:** 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)

TIMOTHY R. MCRAE  
Program Director,  
Ground-based Midcourse Defense

December 17, 2020

DATE

## Record of Changes

Release/ Revision No.	Date	Author	A=Add M=Modify D=Delete	Description of Change

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## 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:

Target Cost	\$10,000,000			
Target Fee (10%)	<u>\$1,000,000</u>			
Total Price	\$11,000,000			
(a)				
Cost Incentive Pool	\$400,000	<u>Incentive Pool Split</u>	40%	
Performance Incentive Pool	<u>\$600,000</u>		60%	
Total Incentive Pool	\$1,000,000		100%	
(b)				
	<u>Cost Incentive</u>	<u>Perf Incentive</u>		<u>Combined Cost &amp; Performance Incentive</u>
Min Fee (3%)	\$300,000	\$0		\$300,000
Max Fee (13%)	\$700,000	\$600,000		\$1,300,000

- 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
  - 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:

<b>Activity</b>	<b>Incentive Fee Percentage</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP 1 – 25%</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP #2 – 15%</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP #3 – 60%</b>
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:

<b>Activity</b>	<b>Incentive Fee Percentage</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP #4 – 10%</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP #5 – 10%</b>
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:

<b>Completion date compared to Contractor-proposed Milestone Schedule</b>	<b>Incentive Fee Percentage For KP #6 – 10%</b>
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 salvo – 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

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COST AND SOFTWARE DATA REPORTING PLAN											
11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.0	1	Next Generation Interceptor (NGI)									
1.1	2	All Up Round (AUR) Prime Mission Product									
1.1.1	3	All Up Round (AUR) Common Elements						X	X		
1.1.1.1	4	AUR Integration, Assembly, Test, and Checkout									
1.1.1.1.1	5	AUR Prototype Demonstration	X				X				
1.1.1.1.2	5	AUR Integration	X				X				
1.1.1.1.3	5	AUR Design Verification Tests	X				X				
1.1.1.1.4	5	AUR Qualification Tests	X				X				
1.1.1.1.5	5	AUR Special Test Equipment	X				X				
1.1.1.1.6	5	AUR Survivability Testing	X				X				
1.1.1.2	4	AUR Systems Engineering	X				X				
1.1.1.3	4	AUR Program Management	X				X				
1.1.1.4	4	AUR Training	X				X				
1.1.1.5	4	AUR Data	X				X				
1.1.1.6	4	AUR Operational/Site Activation	X				X				
1.1.1.7	4	AUR Initial Spares/Repair Parts	X				X				
1.1.1.8	4	AUR Logistics Support	X				X				
1.1.1.9	4	AUR System Test and Evaluation	X				X				
1.1.1.10	4	AUR Support Equipment									
1.1.1.10.1	5	AUR Common Support Equipment	X				X				
1.1.1.10.2	5	AUR Peculiar Support Equipment	X				X				
1.1.1.11	4	AUR Survivability	X				X				
1.1.1.12	4	AUR Cybersecurity	X				X				
1.1.2	3	Booster						X	X		
1.1.2.1	4	Booster Common Elements									
1.1.2.1.1	5	Booster Integration, Assembly, Test, and Checkout								X	
1.1.2.1.1.1	6	Booster Prototype Demonstration	X				X				
1.1.2.1.1.2	6	Booster Integration	X				X			X	
1.1.2.1.1.3	6	Booster Design Verification Tests	X				X				
1.1.2.1.1.4	6	Booster Qualification Tests	X				X				
1.1.2.1.1.5	6	Booster Special Test Equipment	X				X				
1.1.2.1.1.6	6	Booster Survivability Testing	X				X			X	
1.1.2.1.2	5	Booster Systems Engineering	X				X				
1.1.2.1.3	5	Booster Program Management	X				X				
1.1.2.1.4	5	Booster Training	X				X				
1.1.2.1.5	5	Booster Data	X				X				
1.1.2.1.6	5	Booster Operational/Site Activation	X				X			X	
1.1.2.1.7	5	Booster Initial Spares/Repair Parts	X				X				
1.1.2.1.8	5	Booster Logistics Support	X				X				
1.1.2.1.9	5	Booster System Test and Evaluation									
1.1.2.1.9.1	6	Static Fires 1... n (Specify)	X				X				
1.1.2.1.9.2	6	Mechanical / Loads Testing	X				X				
1.1.2.1.9.3	6	Environmental Testing	X				X				
1.1.2.1.10	5	Booster Support Equipment									
1.1.2.1.10.1	6	Booster Common Support Equipment	X				X				
1.1.2.1.10.2	6	Booster Peculiar Support Equipment	X				X				
1.1.2.1.11	5	Booster Survivability	X				X				
1.1.2.1.12	5	Booster Cybersecurity	X				X				
1.1.2.2	4	Aero Structure (Non Stage Related)	X				X				
1.1.2.3	4	Stage (1...n) Interstage						X			
1.1.2.3.1	5	Stage (1) Interstage									
1.1.2.3.1.1	6	Stage (1) Interstage Integration, Assembly, Test, and Checkout	X				X				
1.1.2.3.1.2	6	Structures and Mechanisms	X				X				
1.1.2.3.1.3	6	Separation Ordnance	X				X				
1.1.2.3.1.4	6	Attitude Control System	X				X				
1.1.2.3.1.5	6	Interstage Peculiar Avionics	X				X				
1.1.2.3.1.6	6	Cable and Harness Assembly	X				X				
1.1.2.3.1.7	6	Flight Termination/Mission Termination	X				X				
1.1.2.3.1.8	6	Instrumentation/Telemetry	X				X				
1.1.2.3.1.9	6	Stage (1) Interstage Survivability	X				X				
1.1.2.3.2	5	Stage (2) Interstage (expand below)	X				X				
1.1.2.3.n	5	Stage (n) Interstage (expand below)	X				X				
1.1.2.4	4	Other Interceptor Structures	X				X				
1.1.2.5	4	Stage (1...n)						X			
1.1.2.5.1	5	Stage (1)									
1.1.2.5.1.1	6	Stage (1) Integration, Assembly, Test, and Checkout	X				X				
1.1.2.5.1.2	6	Structures and Mechanisms									
1.1.2.5.1.2.1	7	Conduit Support Set, Raceway	X				X				

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.1.2.5.1.2.2	7	Insulation	X				X				
1.1.2.5.1.3	6	Propulsion System									
1.1.2.5.1.3.1	7	Insulated Case	X				X				
1.1.2.5.1.3.2	7	Propellant	X				X				
1.1.2.5.1.3.3	7	Operational Pressure Transducer	X				X				
1.1.2.5.1.3.4	7	Ignition Assembly	X				X				
1.1.2.5.1.3.5	7	Nozzle	X				X				
1.1.2.5.1.3.6	7	All-Ordnance Thrust Termination System (AOTTS)	X				X				
1.1.2.5.1.4	6	Attitude Control System									
1.1.2.5.1.4.1	7	Thrust Vector Control System	X				X				
1.1.2.5.1.4.2	7	Roll Control Subsystem	X				X				
1.1.2.5.1.5	6	Stage Peculiar Avionics	X				X				
1.1.2.5.1.6	6	Cable and Harness Assembly	X				X				
1.1.2.5.1.7	6	Flight Termination/Mission Termination	X				X				
1.1.2.5.1.8	6	Instrumentation/Telemetry	X				X				
1.1.2.5.1.9	6	Stage (1) Survivability	X				X				
1.1.2.5.2	5	Stage (2) (expand below)	X				X				
1.1.2.5.n	5	Stage (n) (expand below)	X				X				
1.1.2.6	4	Power and Distribution									
1.1.2.6.1	5	Power and Distribution Integration, Assembly, Test, and Checkout	X				X				
1.1.2.6.2	5	Primary Power									
1.1.2.6.2.1	6	Flight Battery (1...n)	X				X				
1.1.2.6.3	5	Power Conditioning Electronics	X				X				
1.1.2.6.4	5	Distribution Harness	X				X				
1.1.2.6.5	5	Power and Distribution Software Release								X	
1.1.2.6.5.1	6	Power and Distribution Software Release (1...n)	X				X			X	
1.1.2.7	4	Guidance and Control									
1.1.2.7.1	5	Guidance and Control Integration, Assembly, Test, and Checkout	X				X				
1.1.2.7.2	5	Guidance Computer	X				X				
1.1.2.7.3	5	Guidance Control Electronics	X				X				
1.1.2.7.4	5	Navigation/Inertial Measurement Unit (IMU)									
1.1.2.7.4.1	6	Platform Assembly & Housing	X				X				
1.1.2.7.4.2	6	Gyroscopic Instruments or Sensors	X				X				
1.1.2.7.4.3	6	Accelerometer Instruments or Sensors	X				X				
1.1.2.7.5	5	Guidance and Control Cooling System	X				X				
1.1.2.7.6	5	Computer Memory Battery	X				X				
1.1.2.7.7	5	Guidance and Control Cables	X				X				
1.1.2.7.8	5	Guidance and Control Software Release								X	
1.1.2.7.8.1	6	Guidance and Control Software Release (1...n)	X				X			X	
1.1.2.7.9	5	Guidance and Control Survivability	X				X				
1.1.2.8	4	Communications									
1.1.2.8.1	5	Communications Integration, Assembly, Test, and Checkout	X				X				
1.1.2.8.2	5	Antenna Assembly (Specify)	X				X				
1.1.2.8.3	5	Transceiver Assembly (Specify)	X				X				
1.1.2.8.4	5	Communications Software Release								X	
1.1.2.8.4.1	6	Communications Software Release (1...n)	X				X			X	
1.1.2.8.5	5	Communications Survivability	X				X				
1.1.2.9	4	Post Boost/Attitude Control Module (PBACM)						X			
1.1.2.9.1	5	PBACM Integration, Assembly, Test and Checkout	X				X				
1.1.2.9.2	5	Structures and Mechanisms	X				X				
1.1.2.9.3	5	Propulsion System									
1.1.2.9.3.1	6	Axial Engine Subsystem	X				X				
1.1.2.9.3.2	6	Attitude Control									
1.1.2.9.3.2.1	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				
1.1.2.9.3.4	6	Propellant Storage Assembly Subsystem									
1.1.2.9.3.4.1	7	Propellant Storage Assembly (Oxidizer)	X				X				
1.1.2.9.3.4.2	7	Propellant Storage Assembly (Fuel)	X				X				
1.1.2.9.3.5	6	Pressurization Subsystem	X				X				
1.1.2.9.4	5	Instrumentation/Telemetry	X				X				
1.1.2.9.5	5	PBACM Peculiar Avionics	X				X				
1.1.2.9.6	5	Cable Assembly	X				X				
1.1.2.9.7	5	Flight Termination/Mission Termination	X				X				
1.1.2.9.8	5	PBACM Survivability	X				X				
1.1.2.10	4	Payload Adapter						X			
1.1.2.10.1	5	Payload Adapter Integration, Assembly, Test and Checkout	X				X				
1.1.2.10.2	5	Payload Adapter Structure	X				X				
1.1.2.10.3	5	Payload Ejection Mechanism	X				X				
1.1.2.10.4	5	Payload Adapter Harness	X				X				
1.1.2.10.5	5	Payload Adapter Survivability	X				X				

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.1.3	3	Kill Vehicle						X	X		
1.1.3.1	4	KV Common Elements									
1.1.3.1.1	5	KV Integration, Assembly, Test, and Checkout									
1.1.3.1.1.1	6	KV Prototype Demonstration	X				X				
1.1.3.1.1.2	6	KV Integration	X				X				
1.1.3.1.1.3	6	KV Design Verification Tests	X				X				
1.1.3.1.1.4	6	KV Qualification Tests	X				X				
1.1.3.1.1.5	6	KV Special Test Equipment	X				X				
1.1.3.1.1.6	6	KV Survivability Testing	X				X				
1.1.3.1.2	5	KV Systems Engineering	X				X				
1.1.3.1.3	5	KV Program Management	X				X				
1.1.3.1.4	5	KV Training	X				X				
1.1.3.1.5	5	KV Data	X				X				
1.1.3.1.6	5	KV Operational/Site Activation	X				X				
1.1.3.1.7	5	KV Initial Spares/Repair Parts	X				X				
1.1.3.1.8	5	KV Logistics Support	X				X				
1.1.3.1.9	5	KV System Test and Evaluation	X				X				
1.1.3.1.10	5	KV Support Equipment									
1.1.3.1.10.1	6	KV Common Support Equipment	X				X				
1.1.3.1.10.2	6	KV Peculiar Support Equipment	X				X	X			
1.1.3.1.11	5	KV Survivability	X				X				
1.1.3.1.12	5	KV Cybersecurity	X				X				
1.1.3.2	4	Kill Vehicles Mechanical Structure									
1.1.3.2.1	5	KV Mechanical Structure Integration, Assembly, Test, & Checkout	X				X				
1.1.3.2.2	5	KV Harnesses	X				X				
1.1.3.2.3	5	KV Adapter	X				X				
1.1.3.2.4	5	KV Structure and Static Ballast	X				X				
1.1.3.2.5	5	KV Structure and Static Ballast Survivability	X				X				
1.1.3.3	4	Divert and Attitude Control System (DACS)									
1.1.3.3.1	5	DACS Integration, Assembly, Test, & Checkout	X				X				
1.1.3.3.2	5	DACS Structural and Mechanical system	X				X				
1.1.3.3.3	5	Divert Subsystem	X				X				
1.1.3.3.4	5	Pressurization System	X				X				
1.1.3.3.5	5	Attitude Control System	X				X				
1.1.3.3.6	5	Propellant/Tank	X				X				
1.1.3.3.7	5	Controller Electronics	X				X				
1.1.3.3.8	5	DACS Software Release	X				X			X	
1.1.3.3.9	5	DACS Survivability	X				X				
1.1.3.4	4	Power and Distribution									
1.1.3.4.1	5	Power and Distribution Integration, Assembly, Test and Checkout	X				X				
1.1.3.4.2	5	Power System and Batteries	X				X				
1.1.3.4.3	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 Integration, Assembly, Test, and Checkout	X				X				
1.1.3.5.2	5	Seeker Assembly									
1.1.3.5.2.1	6	Seeker Integration, Assembly, Test and Checkout	X				X				
1.1.3.5.2.2	6	Optical Telescope Assembly	X				X				
1.1.3.5.2.3	6	Focal Plane Array	X				X				
1.1.3.5.2.4	6	Cooling Assembly	X				X				
1.1.3.5.2.5	6	Electronics	X				X				
1.1.3.5.2.6	6	Gimbal Assembly	X				X				
1.1.3.5.2.7	6	Seeker Software Release 1...n	X				X			X	
1.1.3.5.3	5	Guidance and Control Processor	X				X				
1.1.3.5.4	5	Guidance and Control Processing Software								X	
1.1.3.5.4.1	6	Guidance and Control Processor Software Release 1...n	X				X			X	
1.1.3.5.5	5	Guidance and Control Processing Survivability	X				X				
1.1.3.6	4	Reserved	X				X				
1.1.3.7	4	Reserved	X				X				
1.1.3.8	4	Navigation (IMU)						X			
1.1.3.8.1	5	Navigation Integration, Assembly, Test and Checkout	X				X				
1.1.3.8.2	5	IMU Assemblies	X				X				
1.1.3.8.3	5	Navigation Software Release 1...n	X				X			X	
1.1.3.8.4	5	IMU Survivability	X				X				
1.1.3.9	4	Communications						X			
1.1.3.9.1	5	Communications Integration, Assembly, Test and Checkout	X				X				
1.1.3.9.2	5	Communications Subsystem	X				X				
1.1.3.9.3	5	Antenna Assembly	X				X				
1.1.3.9.4	5	Communications Software Release	X				X			X	
1.1.3.9.5	5	Communications Survivability	X				X				

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.1.3.10	4	Dynamic Ballast System									
1.1.3.10.1	5	Dynamic Ballast System Integration, Assembly, Test and Checkout	X				X				
1.1.3.10.2	5	Dynamic Ballast Structure System	X				X				
1.1.3.10.3	5	Dynamic Ballast System Software Release 1...n	X				X			X	
1.1.3.10.4	5	Dynamic Ballast Survivability	X				X				
1.1.4	3	Bus with KV Ejector						X	X		
1.1.4.1	4	Bus Common Elements									
1.1.4.1.1	5	Bus Integration, Assembly, Test, and Checkout									
1.1.4.1.1.1	6	Bus Prototype Demonstration	X				X				
1.1.4.1.1.2	6	Bus Integration	X				X				
1.1.4.1.1.3	6	Bus Design Verification Tests	X				X				
1.1.4.1.1.4	6	Bus Qualification Tests	X				X				
1.1.4.1.1.5	6	Bus Special Test Equipment	X				X				
1.1.4.1.1.6	6	Bus Survivability Testing	X				X				
1.1.4.1.2	5	Bus Systems Engineering	X				X				
1.1.4.1.3	5	Bus Program Management	X				X				
1.1.4.1.4	5	Bus Training	X				X				
1.1.4.1.5	5	Bus Data	X				X				
1.1.4.1.6	5	Bus Operational/Site Activation	X				X				
1.1.4.1.7	5	Bus Initial Spares/Repair Parts	X				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									
1.1.4.1.10.1	6	Bus Common Support Equipment	X				X				
1.1.4.1.10.2	6	Bus Peculiar Support Equipment	X				X				
1.1.4.1.11	5	Bus Survivability	X				X				
1.1.4.1.12	5	Bus Cybersecurity	X				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				X				
1.1.4.2.2	5	KV Ejection Mechanism	X				X				
1.1.4.2.3	5	Bus Structure	X				X				
1.1.4.2.4	5	Bus Structure Survivability	X				X				
1.1.4.3	4	Bus Propulsion						X			
1.1.4.3.1	5	Bus Propulsion Integration, Assembly, Test and Checkout	X				X				
1.1.4.3.2	5	Bus Motor									
1.1.4.3.2.1	6	Propellant/Tanks	X				X				
1.1.4.3.2.2	6	Pressurization System	X				X				
1.1.4.3.2.3	6	Axial Propulsion System	X				X				
1.1.4.3.3	5	Bus Attitude Control System	X				X				
1.1.4.3.4	5	Controller Electronics	X				X				
1.1.4.3.5	5	Bus Propulsion SW Release 1...n	X				X				
1.1.4.3.6	5	Bus Propulsion Survivability	X				X				
1.1.4.4	4	Bus Power and Distribution									
1.1.4.4.1	5	Bus Power Integration, Assembly, Test and Checkout	X				X				
1.1.4.4.2	5	Bus Power System (Batteries)	X				X				
1.1.4.4.3	5	Bus Distribution Harness	X				X				
1.1.4.4.4	5	Bus Power and Distribution Survivability	X				X				
1.1.4.5	4	Bus Guidance and Control Processing									
1.1.4.5.1	5	Bus Guidance and Control Processing Integration, Assembly, Test and Checkout	X				X				
1.1.4.5.2	5	Bus Sensor Assembly									
1.1.4.5.2.1	6	Sensor Integration, Assembly, Test and Checkout	X				X				
1.1.4.5.2.2	6	Optical Telescope Assembly	X				X				
1.1.4.5.2.3	6	Focal Plane Array	X				X				
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				
1.1.4.5.2.7	6	Sensor Software Release	X				X			X	
1.1.4.5.3	5	Bus Guidance Processor	X				X				
1.1.4.5.4	5	Bus Guidance Software Release 1...n								X	
1.1.4.5.4.1	6	Engagement Management	X				X				
1.1.4.5.4.2	6	Guidance Processing	X				X				
1.1.4.5.4.3	6	Navigation Processing	X				X				
1.1.4.5.4.4	6	Control processing	X				X				
1.1.4.5.4.5	6	Data Processing (includes Track and Discrim)	X				X				
1.1.4.5.4.6	6	Mission Management	X				X				
1.1.4.5.4.7	6	System Software	X				X			X	
1.1.4.5.5	5	Bus Navigation (IMU)									
1.1.4.5.5.1	6	Navigation Integration, Assembly, Test and Checkout	X				X				
1.1.4.5.5.2	6	IMU Assemblies	X				X				
1.1.4.5.5.3	6	Bus Navigation Software Release 1...n	X				X			X	
1.1.4.5.6	5	Bus Communications									

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.1.4.5.6.1	6	Communications Integration, Assembly, Test and Checkout	X				X				
1.1.4.5.6.2	6	Communications Subsystem	X				X				
1.1.4.5.6.3	6	Antenna Assembly	X				X				
1.1.4.5.6.4	6	Communications Software Release 1...n	X				X			X	
1.1.4.5.7	5	Reserved	X				X				
1.1.4.5.8	5	Bus Integration, Assembly, Test and Checkout									
1.1.4.5.8.1	6	Bus Prototype Demonstration	X				X				
1.1.4.5.8.2	6	Bus Integration	X				X				
1.1.4.5.8.3	6	Bus Design Verification Tests	X				X				
1.1.4.5.8.4	6	Bus Qualification Tests	X				X				
1.1.4.5.9	5	Reserved	X				X				
1.1.4.5.10	5	Reserved	X				X				
1.1.4.5.11	5	Reserved	X				X				
1.1.4.5.12	5	Bus Guidance and Control Survivability	X				X				
1.1.5	3	Canister						X	X		
1.1.5.1	4	Canister Common Elements									
1.1.5.1.1	5	Canister Integration, Assembly, Test, and Checkout									
1.1.5.1.1.1	6	Canister Prototype Demonstration	X				X				
1.1.5.1.1.2	6	Canister Integration	X				X				
1.1.5.1.1.3	6	Canister Design Verification Tests	X				X				
1.1.5.1.1.4	6	Canister Qualification Tests	X				X				
1.1.5.1.1.5	6	Canister Special Test Equipment	X				X				
1.1.5.1.1.6	6	Canister Survivability Testing	X				X				
1.1.5.1.2	5	Canister Systems Engineering	X				X				
1.1.5.1.3	5	Canister Program Management	X				X				
1.1.5.1.4	5	Canister Training	X				X				
1.1.5.1.5	5	Canister Data	X				X				
1.1.5.1.6	5	Canister Operational/Site Activation	X				X				
1.1.5.1.7	5	Canister Initial Spares/Repair Parts	X				X				
1.1.5.1.8	5	Canister Logistics Support	X				X				
1.1.5.1.9	5	Canister System Test and Evaluation	X				X				
1.1.5.1.10	5	Canister Support Equipment									
1.1.5.1.10.1	6	Canister Common Support Equipment	X				X				
1.1.5.1.10.2	6	Canister Peculiar Support Equipment	X				X				
1.1.5.1.11	5	Canister Survivability	X				X				
1.1.5.1.12	5	Canister Cybersecurity	X				X				
1.1.5.2	4	Canister Structure	X				X				
1.1.5.3	4	Canister Ejection System	X				X				
1.1.5.4	4	Canister Sensors and Harness	X				X				
1.1.5.5	4	Canister Software Release								X	
1.1.5.5.1	5	Canister Software Release (1...n)	X				X			X	
1.1.5.6	4	Other Canister Subsystems (Specify)	X				X				
1.1.5.7	4	Canister Survivability	X				X				
1.2	2	Systems Engineering									
1.2.1	3	Software Systems Engineering	X				X			X	
1.2.2	3	Integrated Logistics Support (ILS) Systems Engineering	X				X				
1.2.3	3	Cybersecurity Systems Engineering	X				X				
1.2.4	3	Core Systems Engineering									
1.2.4.1	4	Planning	X				X				
1.2.4.2	4	Architecture	X				X				
1.2.4.3	4	Requirements & Verification	X				X				
1.2.4.4	4	Interfaces	X				X				
1.2.4.5	4	Design & Integration	X				X				
1.2.4.6	4	Analysis	X				X				
1.2.4.7	4	Test Requirements & Assessment	X				X				
1.2.4.8	4	Modeling & Simulation	X				X				
1.2.4.9	4	Software IV&V	X				X			X	
1.2.4.10	4	Concepts & Technology	X				X				
1.2.4.11	4	System Safety	X				X				
1.2.5	3	Survivability	X				X				
1.2.6	3	Other Systems Engineering 1...n (Specify)	X				X				
1.3	2	Program Management									
1.3.1	3	Software Program Management	X				X			X	
1.3.2	3	Integrated Logistics Support (ILS) Systems Engineering	X				X				
1.3.3	3	Cybersecurity Program Management	X				X				
1.3.4	3	Core Program Management	X				X				
1.3.5	3	Other Program Management 1...n (Specify)	X				X				
1.4	2	System Test and Evaluation									
1.4.1	3	Development Test and Evaluation									
1.4.1.1	4	Prototype (Pathfinder) Testing	X				X				
1.4.1.2	4	Qualification Test (X & PEM)	X				X				

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.4.1.3	4	System Integration Testing	X				X				
1.4.1.4	4	System Acceptance Testing	X				X				
1.4.1.5	4	Ground/Simulated Electronic Launch									
1.4.1.5.1	5	GTI Integration Events						X			
1.4.1.5.1.1	6	GTI 1...n (specify)	X				X				
1.4.1.5.2	5	GTD Demonstration Event									
1.4.1.5.2.1	6	GTD 1...n (specify)	X				X	X			
1.4.1.6	4	Static Testing									
1.4.1.6.1	5	AUR Mechanical / Loads Testing	X				X				
1.4.1.6.2	5	AUR Environmental Testing	X				X				
1.4.1.7	4	Flight Testing						X			
1.4.1.7.1	5	BVT, CTV, or FTG 1....n (Specify)									
1.4.1.7.1.1	6	Mission Planning and Integration									
1.4.1.7.1.1.1	7	Mission Planning	X				X				
1.4.1.7.1.1.2	7	Mission Integration	X				X				
1.4.1.7.1.2	6	Launch Operations									
1.4.1.7.1.2.1	7	Launch Operations Planning	X				X				
1.4.1.7.1.2.2	7	Launch Operations Campaign	X				X				
1.4.1.7.1.2.3	7	Launch Site Retrograde	X				X				
1.4.1.7.1.2.4	7	Launch Site & Equipment Refurbishment	X				X				
1.4.1.8	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				
1.4.4	3	Mock-ups/System Integration Labs (SILs)	X				X	X			
1.4.5	3	Test and Evaluation Support									
1.4.5.1	4	Test Planning	X				X				
1.4.5.2	4	Pretest Activities	X				X				
1.4.5.3	4	Post-Test Analysis	X				X				
1.4.6	3	Test Facilities	X				X	X			
1.5	2	Training									
1.5.1	3	Equipment	X				X				
1.5.2	3	Services	X				X				
1.5.3	3	Facilities	X				X				
1.5.4	3	Training Software Release 1...n (Specify)	X				X			X	
1.6	2	Data									
1.6.1	3	Data Deliverables 1...n (Specify)	X				X				
1.6.2	3	Data Repository	X				X				
1.6.3	3	Data Rights 1...n (Specify)	X				X				
1.7	2	Peculiar Support Equipment									
1.7.1	3	Test and Measurement Equipment									
1.7.1.1	4	Test and Measurement Equipment (Airframe/Hull/Vehicle)	X				X				
1.7.1.2	4	Test and Measurement Equipment (Propulsion)	X				X				
1.7.1.3	4	Test and Measurement Equipment (Electronics/Avionics)	X				X				
1.7.1.4	4	Test and Measurement Equipment (Other Major Subsystems 1...n (Specify))	X				X				
1.7.2	3	Support and Handling Equipment									
1.7.2.1	4	Support and Handling Equipment (Airframe/Hull/Vehicle)	X				X				
1.7.2.2	4	Support and Handling Equipment (Propulsion)	X				X				
1.7.2.3	4	Support and Handling Equipment (Electronics/Avionics)	X				X				
1.7.2.4	4	Support and Handling Equipment (Other Major Subsystem 1...n (Specify))	X				X				
1.8	2	Common Support Equipment									
1.8.1	3	Test and Measurement Equipment									
1.8.1.1	4	Test and Measurement Equipment (Airframe/Hull/Vehicle)	X				X				
1.8.1.2	4	Test and Measurement Equipment (Propulsion)	X				X				
1.8.1.3	4	Test and Measurement Equipment (Electronics/Avionics)	X				X				
1.8.1.4	4	Test and Measurement Equipment (Other Major Subsystems 1...n (Specify))	X				X				
1.8.2	3	Support and Handling Equipment									
1.8.2.1	4	Support and Handling Equipment (Airframe/Hull/Vehicle)	X				X				
1.8.2.2	4	Support and Handling Equipment (Propulsion)	X				X				
1.8.2.3	4	Support and Handling Equipment (Electronics/Avionics)	X				X				
1.8.2.4	4	Support and Handling Equipment (Other Major Subsystem 1...n (Specify))	X				X				
1.9	2	Operational/Site Activation by Site 1...n (Specify)									
1.9.1	3	System Assembly, Installation, and Checkout	X				X				
1.9.2	3	Contractor Technical Support	X				X				
1.9.3	3	Site Construction	X				X				
1.9.4	3	Silo Conversion	X				X				
1.9.5	3	Deployment Planning	X				X				
1.9.6	3	Aerospace Ground Equipment	X				X				
1.9.7	3	Real Property Installed Equipment	X				X				
1.9.8	3	Interim Contractor Support (ICS)	X				X				
1.10.	2	Contractor Logistics Support (CLS)	X				X				
1.11	2	Industrial Facilities									

11. WORK BREAKDOWN STRUCTURE (WBS)			12. COST					13. TECHNICAL DATA			
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)	a. QUANTITY		b. SRDR FORMATS	c. MAINT. & REPAIR PARTS
								i. QUANTITY DATA	ii. GFE QUANTITY		
1.11.1	3	Construction/Conversion/Expansion	X				X				
1.11.2	3	Equipment Acquisition or Modernization	X				X				
1.11.3	3	Maintenance (Industrial Facilities)	X				X				
1.12	2	Initial Spares and Repair Parts	X				X				

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**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.

**Cost Proposal and Price Assumptions:** 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.

**Contractor Systems:** 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.

Pricing Methodology: 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. ‘Flow-Down’ of Cost Proposal Instructions. 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(l) 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.



## Section J Attachment 09 – Sole Source Pricing Instructions

- 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. Summary Level Data. 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**

<b>DATA BY CONTRACTOR FY</b>				
<u>CLIN</u>	<u>CFY 20XX</u>	<u>CFY 20YY</u>	<u>CFY 20ZZ</u>	<u>TOTAL</u>
Cost excluding FCCM				
FCCM				
Fee or Profit				
Total				

<b>DATA BY GOVERNMENT FY</b>				
<u>CLIN</u>	<u>GFY 20XX</u>	<u>GFY 20YY</u>	<u>GFY 20ZZ</u>	<u>TOTAL</u>
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
    - Total by CLIN.
  - Monthly resource data, summarized by CY, however visibility shall exist to summarize by GFY.
- F. Estimating Rationale. 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 data)
  - 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.

<b>Table L2: Example Format for BOE</b>				
<b>WBSxxx</b>	<b>ANALOGY</b>		<b>Proposal ESTIMATE</b>	
	<b>GMD</b>	<b>Hours</b>	<b>Adjustment</b>	<b>Hours</b>
Task A	XYZ	1200	Complexity x 2	2400
Task B				
:				
Task N				
<b>Total Hours</b>				<b>2400</b>

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.

<b>Table L3: Example Summary of Proposed Subcontractor and Inter-divisional Work Transfer</b>							
<b>Supplier</b>	<b>Cage Code</b>	<b>Description of Effort</b>	<b>Type Contract</b>	<b>Subs Hours</b>	<b>Subs Price</b>	<b>Proposed Hours</b>	<b>Proposed Price</b>
<b>Totals</b>							

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,
  5. Include the proposed acceptance criterion 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.
1. Direct Labor Hours. 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. Direct Labor Rates and Indirect Rates. 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. Materials. 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



## Section J Attachment 09 – Sole Source Pricing Instructions

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: <ul style="list-style-type: none"> <li>• Specify SLA Term Start Date</li> <li>• Specify SLA Term End Date</li> <li>• Identify whether 'Initial SLA' or 'Renewal SLA'</li> </ul>
License Grant	For each proposed/procured COTS SLA, the contractor shall identify SLA grant of license to MDA: <ul style="list-style-type: none"> <li>• Unlimited rights or</li> <li>• Government purpose rights or</li> <li>• Limited rights or</li> <li>• Negotiated rights</li> </ul>
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: <ul style="list-style-type: none"> <li>• whether user licenses are tied to a physical location or site, and</li> <li>• the notification period for the Government to exercise its right.</li> </ul>
License User Scope	The contractor will identify the COTS S/W license user scope as: <ul style="list-style-type: none"> <li>• Individual use license or</li> <li>• Site license or</li> <li>• Enterprise license</li> </ul>
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	<p>For each proposed/procured MA, the contractor shall:</p> <ul style="list-style-type: none"> <li>• Specify Any Warranty Start Date</li> <li>• Specify Any Warranty End Date</li> <li>• Specify MA Support Start Date</li> <li>• Specify MA Support End Date</li> <li>• Identify whether 'Initial MA' or 'Renewal MA'</li> </ul>
Government Right to Transfer/Assign MA and Warranty to Another Government Contract	<p>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.</p> <p>If the MA allows the Government to transfer/assign the MA to another Government contract, the contractor shall identify:</p> <ul style="list-style-type: none"> <li>• whether the MA and warranty is tied to a physical location or site, and</li> <li>• the notification period for the Government to exercise its right.</li> </ul>
Unit Price for MA	<p>The contractor will identify the MA unit price and price discount terms (e.g. 2/net 30) for the SLA term of use.</p> <p>The contractor shall the procured or proposed MA includes a maximum maintenance price cap for performing annual maintenance.</p>

7. Proposal Submittal Date. 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 before 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 discrete 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.

· **“Input - IWTAs” Tab:** 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.

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No values on this tab. Keep this tab after the last CLIN tab.

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## **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)

<b>BOE ID</b>	<b>Option Number (if applicable)</b>	<b>Option Title (if applicable)</b>	<b>Debit / Credit (if applicable)</b>
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

<b>BOE ID</b>	<b>Rec / Non Rec</b>	<b>Company</b>	<b>WBS Number</b>	<b>Wbs Title</b>	<b>CLIN Number</b>
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ	1.1.2	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	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
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ	1.1.2	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	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
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ	1.1.2	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	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
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ	1.1.2	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	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
0001	Recurring	Company XYZ	1.1.1	WBS Description	0101
0002	Recurring	Company XYZ	1.1.2	WBS Description	0102
0003	Recurring	Company XYZ	1.1.3	WBS Description	0101



<b>BOE ID</b>	<b>CLIN Title</b>	<b>SOW Number</b>	<b>SOW Title</b>	<b>Site/Location Rate Title</b>
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

<b>BOE ID</b>	<b>Cost Element Number</b>	<b>Cost Element Title</b>	<b>Dollar Type (Labor, Material, G&amp;A, Sub, Etc.)</b>
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

<b>BOE ID</b>	<b>Fiscal year</b>	<b>Calendar Year</b>	<b>Hours / Dollars (prime &amp; suppliers)</b>
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

<b>BOE ID</b>	<b>Option Number (if applicable)</b>	<b>Option Title (if applicable)</b>	<b>Debit / Credit (if applicable)</b>
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

<b>BOE ID</b>	<b>Rec / Non Rec</b>	<b>Company</b>	<b>WBS Number</b>	<b>Wbs Title</b>	<b>CLIN Number</b>
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	0101
0010C	Recurring	Company XYZ	1.1.1	WBS Description	0101
0011	Recurring	Company XYZ	1.1.1	WBS Description	0101
0011C	Recurring	Company XYZ	1.1.1	WBS Description	0101
	Recurring	Company ABC	1.1.1	WBS Description	0101
	Recurring	Company ABC	1.1.2	WBS Description	0102
	Recurring	Company ABC	1.1.3	WBS Description	0101
	Recurring	Company ABC	1.1.4	WBS Description	0102
	Recurring	Company ABC	1.1.1	WBS Description	0101
	Recurring	Company ABC	1.1.2	WBS Description	0102
	Recurring	Company ABC	1.1.3	WBS Description	0101
	Recurring	Company ABC	1.1.4	WBS Description	0102

<b>BOE ID</b>	<b>CLIN Title</b>	<b>SOW Number</b>	<b>SOW Title</b>	<b>Site/Location Rate Title</b>
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

<b>BOE ID</b>	<b>Cost Element Number</b>	<b>Cost Element Title</b>	<b>Dollar Type (Labor, Material, G&amp;A, Sub, Etc.)</b>
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

<b>BOE ID</b>	<b>Fiscal year</b>	<b>Calendar Year</b>	<b>Hours / Dollars (prime &amp; suppliers)</b>
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



COST AND SOFTWARE DATA REPORTING PLAN		OMB No. 0704-0188
<p>The public reporting burden for this collection of information is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Executive Services Directorate (0704-0188). 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.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION.</p>		
<p>1a. PROGRAM NAME: Next Generation Interceptor</p>		
<p>1b. PHASE/MILESTONE (check all that apply)</p> <div><input checked="" type="checkbox"/> Pre-A</div> <div><input type="checkbox"/> A</div> <div><input type="checkbox"/> B</div> <div><input type="checkbox"/> C-LRIP</div> <div><input type="checkbox"/> C-FRP</div> <div><input type="checkbox"/> O&amp;S</div>		
<p>1c. PRIME MISSION PRODUCT</p>		
<p>1d. ACQUISITION CATEGORY (ACAT)</p> <div><input type="checkbox"/> Pre-ACAT</div> <div><input type="checkbox"/> ACAT I (MDAP)</div> <div><input type="checkbox"/> ACAT IA (MAIS)</div> <div><input type="checkbox"/> ACAT II</div> <div><input type="checkbox"/> ACAT III</div> <div><input checked="" type="checkbox"/> Other</div>		
<p>2. COMMODITY TYPE</p> <p>System of Systems</p>		
<p>3. PLAN ITERATION TYPE</p> <div><input checked="" type="checkbox"/> INITIAL</div> <div><input type="checkbox"/> REVISION</div>		
<p>4. CURRENT SUBMISSION DATE (YYYYMMDD)</p> <p>20190918</p>		

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 <input type="checkbox"/> GOVERNMENT <input checked="" type="checkbox"/> CONTRACT (PRIME) <input type="checkbox"/> CONTRACT (SUB)	
8. PLAN GOVERNMENT PREPARING ORGANIZATION MDA	
9a. CONTRACTOR NAME/ADDRESS i. REPORTING ORGANIZATION NAME TBD ii. DIVISION NAME TBD iii. LOCATION TBD iv. CONTRACTOR BUSINESS DATA REPORT (CBDR 1921-3) REQUIREMENT: <input type="checkbox"/> CBDR REQUIRED FOR THIS ORGANIZATION	
9b. CONTRACT NUMBER (List all that apply, separated by commas) TBD	

<b>9c. APPROPRIATION</b> <i>(check all that apply)</i>	
<input checked="" type="checkbox"/>	RDT&E
<input type="checkbox"/>	PROCUREMENT
<input type="checkbox"/>	O&M
<input type="checkbox"/>	FMS
<input type="checkbox"/>	WCF
<input type="checkbox"/>	OTHER
<b>10a. APPROVED PLAN NUMBER</b>	
N/A	
<b>10b. APPROVED PLAN REVISION NUMBER</b>	
N/A	
<b>10c. APPROVED PLAN REQUIREMENTS</b>	
<input checked="" type="checkbox"/>	AT COMPLETION COSTS FOR STANDARD FUNCTIONAL CATEGORIES (FlexFile or Legacy)
<input checked="" type="checkbox"/>	AT COMPLETION COSTS FOR RECURRING/NONRECURRING (FlexFile only)
<input checked="" type="checkbox"/>	TECHNICAL DATA REQUIRED
<b>10d. COST REPORT TYPE</b>	
<input checked="" type="checkbox"/>	FLEXFILE
<input type="checkbox"/>	LEGACY DD 1921 SERIES

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DRAFT DD FORM 2794 (PAGE 3), SUBMISSION EVENTS, JANUARY 2019

PREVIOUS EDITION IS OBSOLETE

COST AND SOFTWARE DATA REPORTING PLAN	
15. REMARKS	
<p>CP Approval</p> <p>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.</p> <p>Subcontractors</p> <p>With each submission, provide a list of all subcontractors/IOTs where scope at completion exceeds \$20 Million.</p> <p>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.</p> <p>Sub-Assemblies Elements</p> <p>Include in the Remarks section a list of all sub-assemblies/sub-components captured in this WBS</p> <p>NON-RECURRING/RECURRING DEFINITIONS:</p> <p>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.</p> <p>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.</p> <p>Unit/Sublot Reporting:</p> <p>a. The Reporting Entity is required to provide unit reporting for any given Order/Lot and End Item.</p> <p>b. Product Characteristics: Unit/Sublot reports must include the WEIGHT and POWER in the quantity dictionary.</p>	

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.

COST AND SOFTWARE DATA REPORTING PLAN			
INTRA-CONTRACT SCOPE REPORTING DEFINITION			
16. ORDERS/LOTS			
a. ID	b. NAME	c. PHASE/MILESTONE	
LOTDev LOT1...N	Development of the NGI Through Product Qualification LOT1...N		
17. END ITEMS			
a. ID	b. NAME		
AUR	All Up Round		
18. OPTIONAL REQUIREMENTS			
a. ORDER/LOT ID	b. END ITEM ID	c. UNIT REPORTING <i>(X if applicable)</i>	d. SEQUENCING <i>(X if applicable)</i>
LOTDev LOT1...N	AUR AUR	X X	X X

DRAFT DD FORM 2794 (PAGE 5), INTRA-CONTRACT SCOPE, JANUARY 2019



COST AND SOFTWARE DATA REPORTING PLAN - SRDR DEVELOPMENT					
<b>19. RELEASES</b>				<p><b>*To be determined post award:</b></p> <p>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.</p> <p>A post award conference with Government, prime, and major subcontractors should be held immediately after contract award to finalize CSDR requirements.</p>	
<b>a. ID</b>	<b>b. NAME</b>	<b>c. DATE</b>			
<b>20. CSCI'S</b>					
<b>a. ID</b>	<b>b. NAME</b>				
<b>21. PRODUCT SIZE REPORTING ELEMENTS</b>					
<b>a. CODE</b>	<b>b. NAME</b>	<b>c. RELEASE ID</b>	<b>d. CSCI ID</b>		
<b>22. PRODUCT SIZE SUBMISSIONS</b>		<b>c. RELEASE ID:</b>			
<b>a. NUMBER</b>	<b>b. NAME</b>		<b>Included?</b>	<b>Included?</b>	<b>Included?</b>

DRAFT DD FORM 2794 (PAGE 6), SRDR DEVELOPMENT, JANUARY 2019

COST AND SOFTWARE DATA REPORTING PLAN - SRDR MAINTENANCE					
23. RELEASES					
a. ID	b. NAME	c. DATE			
24. PRODUCT SIZE REPORTING ELEMENTS					
a. CODE	b. NAME	c. RELEASE ID			
25. PRODUCT SIZE SUBMISSIONS		c. RELEASE ID:			
a. NUMBER	b. NAME		Included?	Included?	Included?

DRAFT DD FORM 2794 (PAGE 7), SRDR MAINTENANCE, JANUARY 2019



















































































































































































































































































\$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
<b>TOTAL PROPOSED</b>	

\$1.0 = 1,000,000	
CLIN	Description
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0300	NGI AUR Software Development
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0400	PSE/STE Development
0500	ODCs & Travel
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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
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1202	NGI AUR Test Articles (Qty 2)
1300	NGI AUR Software Development
1400	PSE/STE
1500	ODCs & Travel
<b>TOTAL PROPOSED</b>	

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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			
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			
	<b>Total Current Value</b>	<b>Active</b>		\$ 3,693,205,221.00	(b)(4)	
	<b>Total Option Value (Not Yet Exercised)</b>	<b>Option</b>				
	<b>Total Contract Value</b>					

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NGI Mod	Date of Mod	Asset ID	Nomenclature	Model	Part #	Serial #	Qty.	Cost	Location / Site	IUID #	SF-153 #
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~~Proprietary Information~~

Next Generation Interceptor (NGI)  
Volume VII – Contract Documentation

HQ0856-20-R-0001  
August 2020

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~~Subject to the restriction on the title page of this proposal.~~

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