

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 74	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0147-09-C-0007		3. EFFECTIVE DATE 01 Jan 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001		CODE HQ0147		6. ADMINISTERED BY (If other than Item 5) DCMA HUNTSVILLE BUILDING 4505, SUITE 301, MARTIN ROAD REDSTONE ARSENAL AL 35896-0001		CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) BOEING COMPANY 499 BOEING BOULEVARD HUNTSVILLE AL 35824-3001				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 5D349		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			
11. SHIP TO/MARK FOR See Schedule		CODE		CODE HQ0338			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$249,937,154.00 EST
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) Cynthia L. Hubbell, Sr. Manager GS&S C&P				20A. NAME OF CONTRACTING OFFICER Bradley W. Price TEL: 256-450-1429 EMAIL:			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY <u>Cynthia L. Hubbell</u> (Signature of person authorized to sign)		26 Jan 09		BY <u>Bradley W. Price</u> (Signature of Contracting Officer)		2/2/2009	

Section B - Supplies or Services and Prices

CLIN STRUCTURE (O&S)

This O&S Contract is a Cost-Plus-Fixed-Fee (CPFF), Level of Effort (LOE) type contract. The CPFF CLINs track to the Director's Control Baseline (DCB) and allow for MDA utilization of various "colors" of money during the period of performance.

This unique contract structure will include clauses that are applicable to the entire contract, and/or one or a series of CLINs. Except for Section I, the individual clauses will specifically state if they are applicable to less than the entire contract. For Section I, there is a table at the end of the section which will provide all clause notes and/or fill-ins, including all Section I clauses applicable to less than the entire contract, as well as to which CLINs they are applicable.

LINE ITEM DESCRIPTION (O&S)

With the exception of approved Base Support and Government-furnished Property (as provided in Section J), the Contractor shall furnish all labor, material, equipment, facilities, repair parts and other direct costs (ODC) and shall do all that which is necessary or incidental to the satisfactory and timely performance of the PWS requirements for each respective CLIN.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0505	SBX O&S Support - CY09		DPPH		\$70,511,677.00
	CPFF				
	CPFF-LOE				
	Total DPLH: (b)(4)				
	DPLH Cost Rate: (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	\$70,511,677.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
050501	CLIN 0505 - ACRN AB Funding CPFF Incremental Funding for CLIN 0505 FOB: Destination PURCHASE REQUEST NUMBER: SN9LDJ92828				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: SN9LDJ928280001				\$45,500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0506 OPTION	SBX O&S Support - CY10 Option CPFF CPFF-LOE Total DPLH: DPLH Cost Rate: \$ DPLH Fee Rate: \$ FOB: Destination		DPPH		\$0.00
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0507			DPPH		\$0.00
OPTION	SURGE OPTION for CY09 SBX O&S Support				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0508			DPPH		\$0.00
OPTION	SURGE OPTION for CY10 SBX O&S Support				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0901	Maintenance Support - CY09 CPFF CPFF-LOE		DPPH		\$97,476,211.00
	Total DPLH: (b)(4)				
	DPLH Cost Rate: (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$97,476,211.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090101	CLIN 0901 - ACRN AC Funding CPFF Incremental Funding for CLIN 0901 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992909				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AC CIN: GM9SM9929090001				\$5,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090102	CLIN 0901 - ACRN AK Funding CPFF Incremental Funding for CLIN 0901 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992907				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AK CIN: GM9SM9929070001				\$43,500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0902	Operations Support - CY09 CPFF CPFF-LOE		DPPH		\$49,131,443.00
	Total DPLH (b)(4)				
	DPLH Cost Rate (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$49,131,443.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090201	CLIN 0902 - ACRN AD Funding CPFF Incremental Funding for CLIN 0902 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992910				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AD CIN: GM9SM9929100001				\$14,500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090202	CLIN 0902 - ACRN AE Funding CPFF Incremental Funding for CLIN 0902 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM991945				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AE CIN: GM9SM9919450001				\$10,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0903	Training - CY09 CPFF CPFF-LOE		DPPH		\$11,698,583.00
	Total DPLH: (b)(4)				
	DPLH Cost Rate: (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$11,698,583.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090301	CLIN 0903 - ACRN AF Funding CPFF Incremental Funding for CLIN 0903 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992911				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AF CIN: GM9SM9929110001				\$4,700,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090302	CLIN 0903 - ACRN AL Funding CPFF Incremental Funding for CLIN 0903 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM991819				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AL CIN: GM9SM9918190001				\$1,200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0904	Sustaining Engineering and T2 - CY09 CPFF (Sustaining Engineering and GMD Transition and Transfer Planning [T2] and Partnering) CPFF-LOE		DPPH		\$12,166,559.00
	Total DPLH: (b)(4)				
	DPLH Cost Rate (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$12,166,559.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090401	CLIN 0904 - ACRN AG Funding CPFF Incremental Funding for CLIN 0904 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992912				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AG CIN: GM9SM9929120001				\$3,900,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
090402	CLIN 0904 - ACRN AH Funding CPFF Incremental Funding for CLIN 0904 FOB: Destination PURCHASE REQUEST NUMBER: GM9SM992913				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AH CIN: GM9SM9929130001				\$2,200,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0905			DPPH		\$0.00
OPTION	OPTION for Maintenance Support - CY10				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0906			DPPH		\$0.00
OPTION	OPTION for Operations Support - CY10				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0907			DPPH		\$0.00
OPTION	OPTION for Training - CY10				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
			ESTIMATED COST		\$0.00 (EST.)
			FIXED FEE		\$0.00
			TOTAL EST COST + FEE		\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0908			DPPH		\$0.00
OPTION	OPTION for Sust Eng and T2 - CY10				
	CPFF				
	(Sustaining Engineering and GMD Transition and Transfer Planning [T2] and Partnering)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
			ESTIMATED COST		\$0.00 (EST.)
			FIXED FEE		\$0.00
			TOTAL EST COST + FEE		\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0909			DPPH		\$0.00
OPTION	OPTION for Interceptor Maintenance -CY09				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0910			DPPH		\$0.00
OPTION	OPTION for Interceptor Maintenance -CY10				
	CPFF				
	CPFF-LOE				
	Total DPLH:DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0911			DPPH		\$0.00
OPTION	SURGE OPTION for CY09 Maintenance CPFF CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0912			DPPH		\$0.00
OPTION	SURGE OPTION for CY09 Operations Support CPFF CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0913			DPPH		\$0.00
OPTION	SURGE OPTION for CY09 Training CPFF CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0914			DPPH		\$0.00
OPTION	SURGE OPTION for CY09 Sust. Engr. & T2 CPFF (Sustaining Engineering and GMD Transition and Transfer Planning [T2] and Partnering) CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0915			DPPH		\$0.00
OPTION	SURGE OPTION for CY10 Maintenance CPFF CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0916			DPPH		\$0.00
OPTION	SURGE OPTION for CY10 Operations Support CPFF CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0917			DPPH		\$0.00
OPTION	SURGE OPTION for CY10 Training				
	CPFF				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0918			DPPH		\$0.00
OPTION	SURGE OPTION for CY10 Sust Eng and T2				
	CPFF				
	(Sustaining Engineering and GMD Transition and Transfer Planning [T2] and Partnering)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0919	OPTION for MDA/BC Training - CY09		DPPH		\$2,528,730.00
EXERCISED	CPFF				
OPTION	MDA/BC (C2BMC Division) Training Activities (Externally Funded)				
	CPFF-LOE				
	Total DPLH: (b)(4)				
	DPLH Cost Rate: (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$2,528,730.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
091901	CLIN 0919 - ACRN AJ				\$0.00
	CPFF				
	Incremental Funding for CLIN 0919				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: BC9MLY92733				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AJ				\$1,000,000.00
	CIN: BC9MLY927330001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0920			DPPH		\$5,494,821.00
EXERCISED OPTION	OPTION for MDA/DFOW Exercises - CY09 CPFF MDA/DFOW (Wargame and Exercise Division) Exercises (Externally Funded) CPFF-LOE				
	Total DPLH: (b)(4) DPLH Cost Rate: (b)(4) DPLH Fee Rate: (b)(4) FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$5,494,821.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
092001					\$0.00
	CLIN 0920 - ACRN AA Funding CPFF Incremental Funding for CLIN 0920 FOB: Destination PURCHASE REQUEST NUMBER: DFOCMC92637				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: DFOCMC926370001				\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0921	OPTION for SMDC Training - CY09		DPPH		\$929,130.00
EXERCISED	CPFF				
OPTION	Space and Missile Defense Command Training Activities (Externally Funded)				
	CPFF-LOE				
	Total DPLH: (b)(4)				
	DPLH Cost Rate: (b)(4)				
	DPLH Fee Rate: (b)(4)				
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$929,130.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
092101	CLIN 0921 - ACRN AM Funding				\$0.00
	CPFF				
	Incremental Funding for CLIN 0921				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MIPR9CDBBOCB04				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AM				\$929,130.00
	CIN: MIPR9CDBBOCB040001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0922			DPPH		\$0.00
OPTION	OPTION for MDA/BC Training - CY10 CPFF CY10 Option for MDA/BC (C2BMC Division) Training Activities (Externally Funded) CPFF-LOE Total DPLH: DPLH Cost Rate: \$ DPLH Fee Rate: \$ FOB: Destination				
ESTIMATED COST					\$0.00 (EST.)
FIXED FEE					\$0.00
TOTAL EST COST + FEE					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0923			DPPH		\$0.00
OPTION	OPTION for MDA/DFOW Exercises - CY10 CPFF CY10 Option for MDA/DFOW (Wargame and Exercise Division) Exercises (Externally Funded) CPFF-LOE Total DPLH: DPLH Cost Rate: \$ DPLH Fee Rate: \$ FOB: Destination				
ESTIMATED COST					\$0.00 (EST.)
FIXED FEE					\$0.00
TOTAL EST COST + FEE					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0924			DPPH		\$0.00
OPTION	OPTION for SMDC Training - CY10 CPFF CY10 Option for Space and Missile Defense Command (SMDC) Training Activities (Externally Funded) CPFF-LOE Total DPLH: DPLH Cost Rate: \$ DPLH Fee Rate: \$ FOB: Destination				
ESTIMATED COST					\$0.00 (EST.)
FIXED FEE					\$0.00
TOTAL EST COST + FEE					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0925			DPPH		\$0.00
OPTION	SURGE OPTION for MDA/BC Training - CY09 CPFF Surge Option for CLIN 0919 (Externally Funded) CPFF-LOE Total DPLH: DPLH Cost Rate: \$ DPLH Fee Rate: \$ FOB: Destination				
ESTIMATED COST					\$0.00 (EST.)
FIXED FEE					\$0.00
TOTAL EST COST + FEE					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0926			DPPH		\$0.00
OPTION	SURGE OPTION for MDA/DFOW Exercise- CY09				
	CPFF				
	Surge Option for CLIN 0920 (Externally Funded)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0927			DPPH		\$0.00
OPTION	SURGE OPTION for SMDC Training- CY09				
	CPFF				
	Surge Option for CLIN 0921 (Externally Funded)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0928			DPPH		\$0.00
OPTION	SURGE OPTION for MDA/BC Training - CY10				
	CPFF				
	Surge Option for CLIN 0922 (Externally Funded)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0929			DPPH		\$0.00
OPTION	SURGE OPTION for MDA/DFOW Exercise- CY10				
	CPFF				
	Surge Option for CLIN 0923 (Externally Funded)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0930			DPPH		\$0.00
OPTION	SURGE OPTION for SMDC Training - CY10				
	CPFF				
	Surge Option for CLIN 0924 (Externally Funded)				
	CPFF-LOE				
	Total DPLH:				
	DPLH Cost Rate: \$				
	DPLH Fee Rate: \$				
	FOB: Destination				
				ESTIMATED COST	\$0.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007					NSP
	Contract Data Requirements List (CDRL)				
	CDRL - Exhibit A (O&S Contract)				
	FOB: Destination				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008					\$0.00

RESERVED

FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009			DPPH		\$5,496,714.00

OPTION

OPTION for Task Instruction (O&S) - CY09

CPFF

CPFF-LOE Type

Total Unexercised CLIN Value: \$5,496,714

Unexercised Cost: (b)(4)

Unexercised Fee (b)(4)

Total DPLH: (b)(4)

DPLH Cost Rate: (b)(4)

DPLH Fee Rate (b)(4)

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b)(4)

(b)(4)

\$5,496,714.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010					\$0.00

RESERVED

FOB: Destination

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011			DPPH		\$0.00

OPTION

OPTION for Task Instruction (O&S) - CY10

CPFF

CPFF-LOE Type

Total Unexercised CLIN Value:

Unexercised Cost:

Unexercised Fee:

Total DPLH:

DPLH Cost Rate: \$

DPLH Fee Rate: \$

FOB: Destination

ESTIMATED COST	\$0.00 (EST.)
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FIXED FEE	\$0.00
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TOTAL EST COST + FEE	\$0.00 (EST.)
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LEVEL OF EFFORT (O&S)

In the performance of CLINs 0505, 0901, 0902, 0903, 0904, 0909, 0919, 0920, 0921, and 1009 of the CCC O&S contract, the Contractor shall provide direct productive labor hours (DPLH) level of effort (LOE) within the time periods as set forth in Section F. DPLH are defined as prime Contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave and other absences.

The negotiated DPLH estimated cost rate identified in each CLIN includes the direct labor required to perform the tasks for that respective CLIN, to include CONUS travel costs, miscellaneous other direct costs, management and

subcontractor management labor costs, administrative costs, and any associated burdens. The negotiated DPLH fixed fee rate identified in each CLIN is the negotiated fixed fee per DPLH under that respective CLIN. The number of DPLH multiplied by the DPLH estimated cost rate is used to establish the estimated cost for each CLIN. The number of DPLH multiplied by the DPLH fee rate is used to establish the fee for each CLIN.

The negotiated DPLH estimated cost rate identified in each CLIN is used *solely* for the purpose of establishing the total estimated cost amounts for that CLIN. It will not be utilized as a unit cost for billing purposes. This is not a Time and Materials or Labor Hour contract, in which the Contractor vouchers based on negotiated fixed price unit prices per hour. Rather, this is a Cost Plus Fixed Fee contract, and as such, the Contractor will voucher costs based on actual costs incurred.

However, the Contractor's fee will be earned based on the labor expended during the period of performance of each CPFF LOE CLIN. The negotiated fixed fee rate per DPLH will be documented in each CLIN and will be applied to the total number of DPLH actually expended during the period of performance to determine the fee earned for each CLIN. Specifically, the Contractor will calculate its earned fee for each billing cycle by multiplying the DPLH fee rate by the total number of direct labor hours actually executed (inclusive of Prime, Subcontractor, and IWA) for that period. If, at the end of the period of performance for a particular CLIN, the Contractor has provided less than the specified amount of DPLH for that CLIN, then the total fixed fee value of the CLIN will be downwardly adjusted to reflect the appropriate fee earned.

For example, at the end of the first billing cycle, if the Contractor has performed (b)(4) DPLH under CLIN 0901 and the DPLH Fee rate is (b)(4), then the amount of fee earned for that CLIN is (b)(4). The allowable cost to be vouchered for that CLIN is based on the Contractor's actual cost incurred.

RESERVED CLINS

Section B includes a number of CLINS marked 'Reserved'. Execution of reserved CLINS requires issuance of a future change order.

OPTION CLINS (O&S)

The contract options identified herein include surge options which may be exercised incrementally for additional LOE support under certain Basic CLINS, options for extended performance of certain Basic CLINS, and options for externally funded support. The Government may exercise any or all of the following options by contract modification, prior to the respective dates specified below. Required resources are subject to availability and as such require reasonable notice prior to commencement of the requirement.

A. SURGE OPTIONS

Each option identified in the table below is a surge option that provides for an increase in support for a corresponding Basic CLIN. Any or all of these options may be exercised on an incremental basis within the respective dates specified below. Each surge option may be exercised as necessary until the entire Option CLIN is exhausted (in terms of hours).

Unless otherwise specified herein, each surge option under this contract shall have a total CPFF value developed utilizing negotiated "wrap rates" per hour (to include separate wrap rates for cost and fee). Each surge option includes a specified wrap rate and a specified number of DPLH for the Contractor and each Subcontractor. The specified wrap rate includes direct labor, CONUS travel costs, miscellaneous other direct costs, management and subcontractor management labor costs, administrative costs, and any associated burdens.

If a surge CLIN is exercised, the specified wrap rates for that CLIN will be utilized to calculate the total CPFF exercised, based on the number of hours associated with the increased effort and how those hours are allocated

across the Contractor and its Subcontractors. The cost and fixed fee values and the number of exercised DPLH will roll into the corresponding Basic. For example, if the Contractor, in performance of CLIN 0505 for “CY09 SBX Support”, requires support beyond what was initially negotiated, then the Government may elect to exercise Option CLIN 0507 for additional CY09 SBX Support. If so, the Government will issue a Task Assignment under an existing Task Instruction (CLIN 1009). As part of the TA deliverable, the Contractor shall provide the breakout of DPLH by Prime and Subcontractor, as well as the total CPFF amount (broken out by Cost and Fixed Fee) attributed to the Surge. The following example provides the methodology for calculating CPFF, based on the allocation of DPLH across Prime and Subcontractor.

Sample Surge Increase as Delineated in the TA Deliverable:

	DPLH Cost Rate	DPLH Fee Rate	DPLH CPFF Rate	DPLH Increase	Cost Increase	Fee Increase	CPFF Increase
Prime Contractor	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
Subcontractor A							
Subcontractor B							
Subcontractor C							
TOTAL							

Note that these Option CLINs serve as “placeholders” in Section B and the actual CLINs themselves will never be utilized in the performance of the contract. Accordingly, the Contractor will not track cost, expenditures, fee, etc. by these Option CLINs.

Option CLIN	Description	Wrap Rates	Corresponding Basic CLIN	Period of Performance:
(O&S Only)				
0507	Surge Option for CY09 SBX Support		(b)(4)	
0508	Surge Option for CY10 SBX Support			
0911	Surge Option for CY09 Maintenance Support			
0912	Surge Option for CY09 Operations Support			
0913	Surge Option for CY09 Training			
0914	Surge Option for CY09 Sustaining Engineering and Transition and Transfer (T2)			
0915	Surge Option for CY10 Maintenance Support			
0916	Surge Option for CY10 Operations Support			
0917	Surge Option for CY10 Training			
0918	Surge Option for CY10 Sustaining Engineering and Transition and Transfer (T2)			
0925	Surge Option for CY09 MDA/BC (C2BMC Division) Training Activities			
0926	Surge Option for CY09 MDA/DFOW (Wargame and Exercise Division) Exercises			
0927	Surge Option for CY09 SMDC Training Activities			
0928	Surge Option for CY10 MDA/BC (C2BMC Division) Training Activities			
0929	Surge Option for CY10 MDA/DFOW (Wargame and Exercise Division) Exercises			
0930	Surge Option for CY10 SMDC Training Activities			

B. OPTIONS FOR EXTENDED PERFORMANCE

Each option identified in the table below is for an extended performance period of a corresponding Basic CLIN. If the Government exercises one of these options, then the cost and fixed fee values of that Option CLIN will roll into the corresponding Basic CLIN. Further, the period of performance of the Basic CLIN will be extended by the time period specified in the Option. For example, if Option CLIN 0906 for Operations Support is exercised, the cost and fixed fee values of the Option will roll into CLIN 0902, and the period of performance of CLIN 0902 will be extended an additional 12 months.

Note that these Option CLINs serve as “placeholders” in Section B and the actual CLINs themselves will never be utilized in the performance of the contract. Accordingly, the Contractor will not track cost, expenditures, fixed fee, etc. by these Option CLINs.

Option CLIN	Description	Period of Performance	Corresponding Basic CLIN	Exercise No Later Than*:
(O&S Only)				
0506	Option for CY10 SBX Support	12 months	0505	1 November 09
0905	Option for CY10 Maintenance Support	12 months	0901	1 November 09
0906	Option for CY10 Operations Support	12 months	0902	1 November 09
0907	Option for CY10 Training Support	12 months	0903	1 November 09
0908	Option for CY10 Sustaining Engineering and T2 Support	12 months	0904	1 November 09
0922	Option for CY10 MDA/BC (C2BMC Division) Training Activities	12 months	0919	1 November 09
0923	Option for CY10 MDA/DFOW (Wargame and Exercise Division) Exercises	12 months	0920	1 November 09
0924	Option for CY10 SMDC Training Activities	12 months	0921	1 November 09
1010	Reserved			
1011	Option for CY10 Task Instructions	12 months	1009	1 November 09

*If the Government elects to exercise an option above, notification of intent will be provided to the Contractor on or before 1 September 2009.

C. OPTIONS FOR EXTERNALLY FUNDED SUPPORT

Each option identified in the table below is for externally funded effort in support of other MDA Directorates or other external Agencies. These options are established in the event that external funds are either not available at time of contract award or do not materialize as anticipated. If the Government exercises one of the option CLINs below, the CLIN will be considered a Basic CLIN (for purposes of tracking cost, expenditures, etc.)

Option CLIN	Description	Period of Performance	Exercise No Later Than:
0919	Option for CY09 MDA/BC (C2BMC Division) Training Activities	12 months	31 January 09
0920	Option for CY09 MDA/DFOW (Wargame and Exercise Division) Exercises	12 months	31 January 09
0921	Option for CY09 SMDC Training Activities	12 months	31 January 09

D. OPTIONS FOR UNFUNDED REQUIREMENTS

The options identified in the table below provide for execution of unfunded, unforeseen repair requirements. These options are established with the intent of timely execution of unforeseen repairs, subject to availability of funds. If the Government exercises one of the option CLINs below, the CLIN will be considered a Basic CLIN (for purposes of tracking cost, expenditures, etc.). These CLINs may be exercised in whole or in part, depending on the nature of the repair requirement.

Option CLIN	Description	Period of Performance
0909	Option for GBI Maintenance – CY09	12 months
0910	Option for GBI Maintenance – CY10	12 months

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

The Contractor shall perform the work specified in the Performance Work Statement and other Attachments and Exhibits in Section J.

Section D - Packaging and Marking

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PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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

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PACKAGING AND MARKING OF HARDWARE ITEMS (MAY 2005)

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

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

MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Any questions relating to marking instructions shall be submitted to:

MDA/GMK
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984

INSPECTION & ACCEPTANCE (O&S)

Completion of CLINs 0505, 0803, 0901, 0902, 0903, 0904, 0909, 0919, 0920, 0921, and 1009 will be evidenced by the Contractor's Certificate of Completion that all of the effort for Operations and Sustainment has been performed and all of the data has been delivered. A Certificate of Completion is set forth below:

CERTIFICATE OF COMPLETION

The Contractor provides this one-time Certificate of Completion for Contract Line Item Numbers 0505, 0901, 0902, 0903, 0904, 0909, 0919, 0920, 0921 and 1009. The Contractor certifies that all of the effort has been satisfactorily performed within the stated (or fewer) Direct Productive Labor Hours (DPLH) allotted to the aforementioned CLINs. Further, all of the Contract Data Requirements List (CDRL) items have been delivered as required by the PWS.

Boeing Signature

Date

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

PERIOD OF PERFORMANCE (O&S)

The Contractor shall accomplish the work required by CLINs as follows:

CLIN	DESCRIPTION	PERIOD OF PERFORMANCE	
0505	SBX Support	1 Jan 09	31 Dec 09
0901	Maintenance Support	1 Jan 09	31 Dec 09
0902	Operations Support	1 Jan 09	31 Dec 09
0903	Training	1 Jan 09	31 Dec 09
0904	Sustaining Engineering, Transition and Transfer (T2)	1 Jan 09	31 Dec 09
0909	GBI Maintenance	1 Jan 09	31 Dec 09
0919	MDA/BC (C2BMC Division) Training Activities	1 Jan 09	31 Dec 09
0920	MDA/DFOW (Wargame and Exercise Division) Exercises	1 Jan 09	31 Dec 09
0921	SMDC Training Activities	1 Jan 09	31 Dec 09
1007	Contract Data Requirements List – Exhibit A	1 Jan 09	31 Dec 09
1008	Reserved		
1009	Task Instructions	1 Jan 09	31 Dec 09

Section G - Contract Administration Data

IMPLEMENTATION OF LOF (O&S)

The amount of funds estimated to be required for full performance of each CLIN is set forth below in the "CLIN Value" column. The amount of funds presently available for payment of each CLIN and the amount of funds currently obligated for payment of fee are set forth below in the "Funded" column. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the Contractor to cover costs in excess of those allotted to the contract for costs.

LOF FOR O&S CONTRACT:

CLIN	DESCRIPTION	CLIN VALUE	FUNDED	UNOBLIGATED
0505	SBX O&S Support – CY09			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 70,511,677	\$ 45,500,000	\$ 25,011,677
0901	Maintenance Support – CY09			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 97,476,211	\$ 48,500,000	\$ 48,976,211
0902	Operations Support – CY09			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 49,131,443	\$ 24,500,000	\$ 24,631,443
0903	Training – CY09			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 11,698,583	\$ 5,900,000	\$ 5,798,583
0904	Sustaining Engineering, Transition and Transfer - CY09			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 12,166,559	\$ 6,100,000	\$ 6,066,559
0909	GBI Maintenance – CY09 Option	TBD	TBD	TBD
	Estimated Cost			
	Fixed Fee			
	CPFF Amount			
0919	MDA/BC (C2BMC Division) Training Activities – CY09 Option			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 2,528,730	\$ 1,000,000	\$ 1,528,730
0920	MDA/DFOW (Wargame and Exercise			

	Division) Exercises – CY09 Option			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 4,995,854	\$ 1,000,000	\$ 4,494,821
0921	SMDC Training Activities – CY09 Option	(b)(4)		
	Estimated Cost			
	Fixed Fee	\$ 929,130	\$ 929,130	\$ 0
	CPFF Amount			
1009	Task Instruction*			
	Estimated Cost	(b)(4)		
	Fixed Fee			
	CPFF Amount	\$ 5,496,715	\$ 0	\$ 5,496,715

* The Task Instruction CLIN is an Option CLIN and will be exercised incrementally, as each Task Instruction is issued.

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400.2520 9 BM 2520 40603898C00 255Y S12135 MD9Y103B3C2637 920415
 AMOUNT: \$1,000,000.00
 CIN DFOCMC926370001: \$1,000,000.00

AB: 9790400.2520 9 BM 2520 40603907C00 255Y S12135 MD9X346A0C2828 920482
 AMOUNT: \$45,500,000.00
 CIN SN9LDJ928280001: \$45,500,000.00

AC: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108K0C2909 920669
 AMOUNT: \$5,000,000.00
 CIN GM9SM9929090001: \$5,000,000.00

AD: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C208D0C2910 920081
 AMOUNT: \$14,500,000.00
 CIN GM9SM9929100001: \$14,500,000.00

AE: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108Q0C1945 920078
 AMOUNT: \$10,000,000.00
 CIN GM9SM9919450001: \$10,000,000.00

AF: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108Q0C2911 920078
 AMOUNT: \$4,700,000.00
 CIN GM9SM9929110001: \$4,700,000.00

AG: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108S0C2912 920448
 AMOUNT: \$3,900,000.00
 CIN GM9SM9929120001: \$3,900,000.00

AH: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108D0C2913 920069
 AMOUNT: \$2,200,000.00
 CIN GM9SM9929130001: \$2,200,000.00

AJ: 9790400.2520 9 BM 2520 40603888C00 255Y S12135 MD9X304A0C2733 920200

AMOUNT: \$1,000,000.00
CIN BC9MLY927330001: \$1,000,000.00

AK: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9X308A1C2907 920744
AMOUNT: \$43,500,000.00
CIN GM9SM9929070001: \$43,500,000.00

AL: 9790400.2520 9 BM 2520 40603882C00 255Y S12135 MD9C108O0C1819 940579
AMOUNT: \$1,200,000.00
CIN GM9SM9918190001: \$1,200,000.00

AM: 21 9 2020 0000 36 9218 32173140000 253C MIPR9CDBBOCB04 9HF3AM S01021
AMOUNT: \$929,130.00
CIN MIPR9CDBBOCB040001: \$929,130.00

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IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

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, Building 5222, Martin Road, Redstone Arsenal, AL 35898.

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

A. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.
2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001; HSV is HQ0147). When using WAWF-RA, the contractor will inform the Administrative Contracting Officer via e-mail that a WAWF document has been submitted for approval.
3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.
4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at <https://wawf.cb.mil> under "About WAWF".
6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.disa.mil

B. Submission of Vouchers under Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.
5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

INVOICING AND VOUCHERING

- A. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.
- B. Upon written notification to the contractor, DCAA may rescind the direct submission authority.
- C. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit

Agency (DCAA) office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

D. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, (3) the Sub Contract Line Item Number line item (SubCLIN) and (4) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

E. A copy of the voucher shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26. Substantiation data for vouchers and invoices shall be maintained and readily available for audit purposes, but shall not be included with the voucher submitted to the Finance and Accounting Office.

F. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher.

TAXPAYER I.D. NUMBER (O&S)

The Contractor's taxpayer identification number is (b)(4). This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

Section H - Special Contract Requirements

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION

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

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

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

3. Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation.

B. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of The Boeing Company (defined as US firms only, as consistent with markings contained in b.(2) of this clause) unless expressly authorized by the Contracting Officer and (ii) all technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice:

1. DISTRIBUTION STATEMENT F: Further dissemination only as directed by the GMD Joint Program Office, Missile Defense Agency/GM, Bldg 5222, Martin Road, Redstone Arsenal, AL 35898, or higher authority.

2. WARNING - This document/software contains technical data/software 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, as amended, (Title 50, U.S.C., App 2401 et seq). 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 5220.22M, National Industrial Security Program Operating Manual, Chapter 5, Section 7, or DOD 5200.1R, Information Security Program Regulation, Chapter 6, Section 7. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

C. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement above would provide adequate protection. If so, the Government's concurrence/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL INSTRUCTION:

The Ground Based Midcourse Defense (GMD) Joint Program Office (JPO) is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by the following Contracting Officer's Representative (CORs):

<u>Title/Position</u>	<u>Authority</u>	<u>Office Symbol</u>
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Mr. Mike Ragoza, Director of Logistics & Operations Support	GMD Logistics, Sustainment and Operations Only	MDA/GM-DLO
Dr. Doug Harnly, Director of SMDC Future Warfare Center	SMDC Operators Training Course Only	SMDC-FW-DC
Mr. Robert Peavey, Director of Industrial Security	Security Only	MDA/DOSS

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 test 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.

Except for routine discussions having an impact on Contractor performance, any and all technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated in the table 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 changes affecting price, schedule, terms and conditions must be executed by the Contracting Officer as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated above. These individuals are 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 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.

A COR serves as a technical liaison for all technical aspects of the contract and maintains direct communications with both the Contractor and the Contracting Officer. A COR 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 COR's designation cannot be redelegated unless authorized in writing by the Contracting Officer.

CHANGE ORDER ACCOUNTING (O&S)

Unidentified changes to this contract are subject to Change Order Accounting, FAR 52.243-6, and shall be tracked against all affected CLINs pursuant to FAR 52.243-2 Changes Cost-Reimbursement. The Contractor is required to notify the Contracting Officer by letter if change order accounting cannot be implemented with supporting rationale.

PRE-CONTRACT COST (O&S)

Allowable costs as agreed to in the Advance Agreement under this contract shall include all costs incurred by the Contractor directly pursuant to the negotiation and in anticipation of the contract award when such incurrence is necessary to comply with the proposed program schedule during the period November 7, 2008 to the date of contract execution, providing such costs do not exceed (b)(4), unless such amount is increased in writing by the Procuring Contracting Officer.

INSURANCE

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease For U.S. Performance	As required by 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
Defense Base Act Workmen's Compensation For Performance Outside the U.S.	As required by FAR 52.228-3

ALTERNATE DISPUTES RESOLUTION (ADR)

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

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

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation.

PUBLIC RELEASE OF INFORMATION

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

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

The MDA review and approval process for Contractors working under an MDA contract starts with the contracting officer's representative (COR).

1. The Contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR.
2. The Contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the appropriate COR. If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.
3. The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.
4. The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.
5. The MDA COR will notify the Contractor of the agency's final decision regarding the status of the request.

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

1. Seven (7) copies of each item.
2. A written statement, including:
 - (a) To whom the material is to be released
 - (b) Desired date for public release
 - (c) Statement that the material has been reviewed and approved by officials of the Contractor or the subcontractor, for public release, and
 - (d) The contract number.

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

Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

The MDA Director of Communications (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions.

Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

ORGANIZATIONAL CONFLICT OF INTEREST

A. The purpose of this clause is to describe how the Government and Contractor will work together during performance of this contract to address potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. The primary purpose of this clause is to aid in ensuring that:

1. The Contractor's scientific objectivity and judgment are not biased because of its present or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;
2. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public Government information regarding the Government's program plans and actual or anticipated resources; and
3. The Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

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

1. Restrictions: The Contractor shall be restricted from participating in any separate contract for the verification, validation, accreditation, certification or evaluation of any products developed or delivered under this contract. Additionally, the Contractor shall not participate in any separate contract for the independent validation and verification (IV&V) of any software developed or delivered under this contract.

2. Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) use such information to compete for future work, unless such information is released or otherwise made available to the public, (c) use such information in an unsolicited proposal to the Government, unless such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government. The inadvertent disclosure of non-public information by the government to the Contractor shall not preclude the Contractor from competing for future work; provided the Contractor promptly notifies the Government of the inadvertent disclosure, takes reasonable steps to return or destroy and prevent dissemination of such information and agrees not to use such information for any purpose, unless such information is released or otherwise made available to the public.

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

C. Subcontracts: The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for one (1) year thereafter. When the provisions of this clause are included in a subcontract, the term "GMD CCC Contracting Officer" shall represent the Contractor's Supplier Management

designee. Any deviations or less restrictive coverage deemed necessary or required by the prime Contractor for a particular subcontract must first be submitted to the Government GMD CCC Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime Contractor, for a revision to the OCI Clause restrictions outlined above.

D. Disclosures: If the Contractor discovers an actual or potential organizational conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/Disclosure Form provided at Attachment xx to the contract, and shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

E. Remedies and Waiver:

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

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

F. Post-Award OCI Reviews: The Contracting Officer may require the Contractor to submit an OCI analysis/disclosure form prior to a major contract modification or significant extension to the contract period of performance, at any time an actual or potential OCI situation is suspected or when a year or more has passed since the last OCI review. Such OCI analysis/disclosure forms shall address the current OCI status of all subcontractors.

MDA VISIT AUTHORIZATION PROCEDURES

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

Missile Defense Agency, Huntsville
Attention: Visitor Control
Building 5222, Martin Road
Redstone Arsenal, AL 35898
Badging Office Telephone Number: (256) 313-3991

The CORs are authorized to approve visit requests for the Contracting Officer.

CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS

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

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

1. Remove the employee from the current Visit Authorization Request/Letter;
2. Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
3. Terminate the MDA LAN and CNET account/access privileges.

The contractor shall identify the reason for and date of termination or expected period of suspension and notify the COR via email (or other written notification) on or before the day of service discontinuation. The contractor's FSO shall formally notify the Government within ten (10) working days after service discontinuation.

SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

In order to assist MDA in collecting information regarding small business participation in MDA contracts and orders, the Contractor (regardless of whether a small or large business) shall submit the following reports via the Electronic Subcontracting Reporting Systems (eSRS):

A. Individual Subcontracting Report (ISR) for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Office of Small Business Programs MDA. The report covers subcontract award data related to this contract/order.

B. Summary Subcontracting Report (SSR). This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, Office of Small Business Programs MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually via the eSRS all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

C. Notification by email as specified in Block 15 (ISR, SSR) shall include the Office of Small Business Programs MDA: Subcontracting@mda.mil.

INSERTION OF LIMITED OR RESTRICTED RIGHTS INTO THE GMD PROGRAM

Limited Rights data and Restricted Rights software, as defined in DFARS 252.227-7013 and 252.227-7014, respectively, may be incorporated into deliverables under this contract if such data and software is identified on Attachment 03 of this contract. Prior to incorporating new Limited Rights data or Restricted Rights software into any hardware or software under this contract, the Contractor shall notify the Procuring Contracting Officer and obtain authorization. This includes all technical data and software identified on the Data Accession List. The Contractor shall provide a brief description of the basis for assertion of less than unlimited rights in all post-award notifications under this clause. Upon authorization, the data and/or software will be added to Attachment 03, as applicable.

Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Government may request consideration for the use of its assets. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration may include Government Purpose Rights in accordance with DFARS 252.227-7013/7014. When the company 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.

ENVIRONMENTAL POLICY

COMPLIANCE WITH NATIONAL ENVIRONMENTAL POLICY ACT (NEPA); POLLUTION PREVENTION ACT (PPA); FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT EXECUTIVE ORDER (E.O. 13423); AND ENVIRONMENTAL SAFETY & HEALTH (ESH) PROGRAM PROTECTION

- a. The Contractor shall assist MDA GMD JPO by ensuring development and production of the GMD Element complies with NEPA (42 U.S.C. 4321-4370d), implementing regulations (40 C.F.R 1500-1508), and executive orders, (such as E.O. 12114, Environmental Effects Abroad of Major Federal Actions, and E.O. 11514, Protection and Enhancement of Environmental Quality).
 - b. The Contractor shall assist MDA GMD JPO by ensuring development and production of the GMD Element complies with the 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, implementing regulations (40 C.F.R. 355 and 372.65); Executive Order 12856 (Federal Compliance With Right-to-Know Laws and Pollution Prevention Requirements); and National Aerospace Standard (NAS) 411, Hazardous Materials Management Program requirements.
 - c. The Contractor shall assist MDA GMD JPO by ensuring development, production, construction, and operation of the GMD Element complies with E.O. 13423. All new construction and renovations must conform to the January 2006 High Performance Buildings Memorandum of Understanding (MOU) and incorporate sustainable strategies, resource conservation, site, and indoor environmental quality considerations (including metering and procurement of "green" products).
 - d. The Contractor shall provide input to the ESH evaluation as directed by the GMD Program Office and MDA's Environmental Management Office to assist the Government with complying with DoD 5000.2, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) acquisition programs.
 - e. The Contractor shall support and assist the Government's compliance with NEPA, PPA, E.O. 13423, and ESH Program Protection by providing environmental professionals to: participate in Integrated Product Teams (IPTs); support MDA's geographic site process; provide information, system related documents, and technical assistance to the Government's environmental personnel and its associated Contractors for addressing overall environmental compliance (and reporting), hazardous materials and/or hazardous waste, pollution prevention, and any type or level of issue dealing with the National Environmental Policy Act, but not limited to; review draft documents; and, provide written comments as requested by the Government.
 - f. The Contractor and subcontractors shall maintain accurate accident and injury/illness records for the GMD Element. For Contractor or subcontractor work performed on Government installations, the Contractor shall notify DoD installation Commander, or designee, immediately (flash notification via telephone and/or email) of all accidents, injuries, environmental illnesses, or other issues regarding compliance with environmental regulations or policies. The Contractor and subcontractor shall report environmental releases and/or incidents (including violations) to the host installation and MDA's Environmental Management Office.
- (1) The Contractor shall conduct accident investigations and provide documentation to the host installation and MDA's Quality and Safety Office, which will be provided by the Procuring Contracting Officer upon request.

(2) On an annual basis, the Contractor shall provide OSHA 300 logs prepared by the Contractor or subcontractors for the GMD Program and copies of all accident investigations to the GMD Safety Officer, along with a listing of all other accidents/incidents related to this contract.

g. In the performance of this contract, the Contractor will be responsible for the operation of certain facilities on Government installations, and the Contractor may become responsible for repair, environmental restoration, remediation and/or cleanup (herein "remediation") activities associated with the conduct of activities for MDA. If any such remediation activities become necessary due to work performed on MDA's behalf, the associated costs shall be considered as new work under the "Changes" clause. Identification of potential environmental liabilities must be provided to MDA's Environmental Management Office upon discovery.

SBX OFFSHORE SUPPORT VESSEL - MOTOR VESSEL (M/V) DOVE

The Government and the Contractor agree to include an Offshore Support Vessel, the Marine Vessel (M/V) Dove, in support of Calendar Year 2009 (CY09) Sea Based X-Band Radar (SBX) operations. Under a previous contract, the M/V Dove was modified and mobilized to support the SBX. The Government will be responsible for the cost and fee associated with demobilizing the M/V Dove to return the vessel to its original operational and capability status at the conclusion of the Government's contractual required usage of the M/V Dove. The price to return the M/V Dove to its original operational and capability status is currently estimated (b)(4) and may vary dependent upon when demobilization will be exercised. This price only includes effort to "Re-fit fuel tank to mud/liquid."

In the event that utilization of the M/V Dove is no longer in the Government's best interest, the vessel will be demobilized and returned to its original configuration. Funding has been obligated for demobilization.

However, if the CY 2010 Option is exercised and the Government elects to retain the Dove for CY 2010, the Contractor shall apply the funds reserved for Dove demobilization toward executing an extension to its advance agreement through CY 2010.

If the CY 2010 Option is not exercised and the Government elects to retain the Dove, an arrangement under a separate contract will be established by the Government and the funds obligated for demobilization will be de-obligated from this contract.

Determination of either demobilization or retention shall be provided on or before June 15, 2009.

Commercial advance payments are allowable in accordance with FAR Part 32.202-1.

GOVT. FURNISHED TRANSPORTATION

This special contract requirement outlines U.S. military transportation services to be provided to the Contractor in the movement of Missile Defense Agency (MDA), Ground-based Midcourse Defense (GMD) hardware from Continental United States (CONUS) locations to/from Alaska, and to and from Fylingdales, UK.

The Government will provide the following transportation services:

1. Special Assignment Airlift Mission (SAAM) Military Movements:

a. The Contractor shall coordinate each shipment with the designated GMD SAAM Validator, the Material Management Directorate's Logistics Support Division (MDA/GMK-L). 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 AF's Air Mobility Command (AMC) for these SAAMs will be made using a Government Transportation Account Code (TAC), by the Material Management Directorate's Logistics Support Division (MDA/GMK-L).

- b. The Government will provide SAAM flights for movement of high priority hardware from CONUS locations at Vandenberg AFB, CA and Redstone Arsenal, AL to/from Fort Greely,
 - c. Contractor personnel must provide annual forecasts for SAAMs (movement of boost stacks, payload avionics, etc) to the GMD System Transportation Coordinator, the Material Management Directorate's Logistics Support Division (MDA/GMK-L). This will facilitate Government budget submittals to ensure funding for these missions.
2. Channel Airlift Movements:
- a. The Contractor shall coordinate each channel air shipment to Eareckson Air Station, AK with the Transportation Management Office (TMO) at Elmendorf AFB, AK or other suitable TMO. Movements from Eareckson Air Station, AK, will be coordinated with the AF's TMO for these locations.
 - b. The Government will provide the movement of supplies and hardware in AMC designated aircraft from Elmendorf AFB, AK, to/from Eareckson Air Station, AK.
 - c. The Contractor shall create a Transportation Control Number (TCN) and coordinate each channel air shipment to Fylingdales, UK with the Material Management Directorate's Logistics Support Division (MDA/GMK-L) to obtain an Air Clearance Authority prior to shipping to the Transportation Management Office (TMO) at McGuire AFB, New Jersey. Cargo movements from Fylingdales, UK will be coordinated with the AF's TMO at that location.
 - d. At the end of each month, the Contractor shall provide a monthly report that identifies the cargo shipments by TCN and associated cost of the items shipped, that were airlifted via channel flights for that respective month by site to the GMD System Transportation Coordinator.
 - e. The Contractor shall provide the GMD System Transportation Coordinator with a yearly forecast of anticipated channel flight cargo requirements to facilitate Government budget submittals.

SAFETY ACT

The Department of Homeland Security (DHS) has established procedures for manufacturers to request the designation of a technology they have/provide as anti-terrorism technology (described as products, services, software and other forms of intellectual property) in order to reduce that manufacturer's liability. Such guidance is found in the Safety Act: 6 CFR 25 Regulations implementing the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002 Subtitle G of Title VIII of the Homeland Security Act. The application kit is available through DHS and at this web address: <https://www.safetyact.gov>. The DHS is the determining official on all requests; however, they may seek advice from DoD on technologies that have DoD involvement. The Government will make a good faith effort to support this process, if called upon by the DoD, or DHS, for input regarding Contractor requests. However, the Government will not, if the limitation of liability is not granted through this process, make adjustments to the estimated cost or schedule of this contract.

COST ESTIMATING METHODS

For the purposes of this solicitation and resulting contract, the following cost estimating methods shall be used as requested by the Government:

- 1. Planning - The purpose of a planning estimate is to support Government planning. Planning estimates will be requested by the Procuring Contracting Officer (PCO), Director or Deputy Director of Business Financial Management, or a Contracting Officer's Representative (COR). A planning estimate shall be provided to the Government in 1-5 days. This estimate is very limited in scope, involves minimal pricing ground rules and

assumptions from the Government, and is generally comprised of ranges/parametrics. Documentation provided shall be high level scope and funding estimates by Government fiscal year sent via email.

2. 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 will be requested by the PCO or the Director or Deputy Director of Business Financial Management. ROM estimates shall be provided to the Government within 15 days. This non-binding estimate is limited in scope, involves limited analysis, and develops a high level baseline to include a high level statement of work, 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 be a Task Assignment deliverable to include scope and funding estimates by Government fiscal year in a briefing package submitted by contracts letter to the Government.

3. 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 30 days. This estimate involves more in depth analysis, develops a baseline to include a statement of work, schedule, and required equipment lists. The NTE estimate is generated based on limited Basis of Estimates (BOEs) with 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.

TRAVEL

Cost for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance under this contract in accordance with FAR 31.205-46. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

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

The Government reserves the right to audit the Contractor's travel records pertinent to performance of this contract at any time.

CDRL / DATA DELIVERY

The Contractor shall post all formal unclassified deliverables directly to the GMD Integrated Digital Environment (IDE) at the following site:

(b)(2)

Deliverables include all CDRL items referenced in Section J, Exhibit A to this contract, as well as all correspondence related to the contract.

Classified deliverables shall be formally delivered via electronic media format (including CNET) to the Government in accordance with DoD 5220.22M.

The Contractor shall ensure that quality control procedures are in place to validate accuracy of all electronically transmitted data.

All data transmitted shall be of sufficient quality that IDE users are able to read both online and in printed form. If document quality/readability is an issue with a particular document, the Contractor shall, upon verbal approval by a COR, deliver compact discs and hardcopies of the document as required. The Contractor shall work efficiently and effectively to correct any and all quality issues.

All CDRL items shall be delivered 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, all narrative portions shall be delivered in Microsoft Word; all pricing data in Microsoft Excel; and all graphics in Microsoft PowerPoint. If files contain links, the links must be intact and maintained throughout all revisions.

All of these procedures apply to both those documents that are formally delivered and documents accessible as ADPs.

CONTROL AND RESPONSIBILITY DURING LAUNCH CAPABILITY STATUS

(b)(2)



BASE SUPPORT

Base support shall be provided to the Contractor on a no-charge-for-use basis as determined by the procedures set forth below. Base support includes Government-controlled working space, material, equipment, or other support (excluding use of the Defense Switched Network-DSN) which the Government determines can be made available at, or through, Government installations where the Contractor performs work under this contract.

The negotiated base support is identified in Section J. The GMD JPO shall work with the Contractor to document any additional requested base support in the form and manner required by the affected Government installations (e.g., DD Form 1144, Support Agreement) to ensure that agreement is reached on providing base support.

The Contractor expressly recognizes that the Government is not contractually required to provide base support except to the extent approved under the above procedures. The parties recognize that the base support customarily provided to Government Contractors at the installations identified in Section J may vary depending on the current capabilities of the Government installation. Deviations from the list of requested base support shall not be grounds for modifying this contract. In that event that base support that was agreed to in Section J at a particular Government installation is denied, the Contractor may be entitled to submit a request for equitable adjustment under this contract. Any such equitable adjustment shall be processed under the Changes clause of this contract.

For Contractor or subcontractor work performed on Government installations, the Contractor shall comply with all applicable DoD, Federal, State, local and host installation regulations and requirements relating to the safety and health of Contractor/subcontractor employees and the host installation.

CONTRACTOR ACQUIRED PROPERTY

The Contractor shall assess all Contractor acquired property, to include subcontractor CAP, procured under GMD prime contract HQ0006-01-C-0001, and determine how this property will be allocated across the Core Completion Contracts for Development and O&S and the current GMD Prime Contract (HQ0006-01-C-0001), beginning 1 January 2009. All property assigned to the Core Completion Development and O&S Contracts shall be transferred via a single DD Form 1149 per contract. Further, all transferred Contractor acquired property shall retain its CAP designation with the respective CCC contract number in the Contractor's property system.

SBX OPERATIONAL CONCEPT

A. The purpose of this Special Contract Requirement (SCR) is to define the concept of operations for the Sea Based X-Band Radar (SBX-1) and to address the responsibilities of the Government and Contractor during Calendar Year 2009 (CY09) and 2010 (CY10), if option is exercised. The Contractor will operate and maintain the SBX-1 (less the X-Band Radar (XBR)) under this contract. Raytheon will operate and maintain the XBR under separate contract and as described in this SCR.

B. Raytheon's operations and maintenance responsibility for the XBR will be subject to the Contractor's cognizance and responsibility for Vessel safety and management. The Raytheon operations will adhere to the schedule and safety requirements for the development and operation of the SBX-1. The Contractor shall retain overall configuration, schedule and operational control of the SBX-1 (to include the XBR) until such time as the SBX-1 is accepted by the Government in accordance with terms agreed to under this contract. Raytheon will adhere to interface requirements of the XBR Radar in accordance with the current, approved specifications identified in this SCR paragraph d, and the Contractor shall provide copies of these documents, as well updates as they are approved, directly to Raytheon. Proposed changes, by either Contractor, impacting these specifications shall be processed in accordance with the established configuration management practices of contracts HQ0006-01-C-0001 and HQ0147-09-C-0008, and copies provided to each Contractor. Raytheon will notify and provide all proposed changes to the Contractor. Raytheon's coordination will include submittal of the proposed change to the Contractor for determination of the change's effect upon any vessel interface, the level of change, and impact upon the SBX -1, and/or GMD Weapons System performance. The Contractor shall make an assessment of changes that affect the specifications and Raytheon will support the Contractor's configuration control process.

Raytheon will be required to obtain Government advance approval for any deviations from the Integrated Master Schedule or other SBX-1 operational requirements of this contract.

C. The Contractor agrees that it will use a similar process to the Alternate Disputes Resolution (ADR) process described in the Alternate Disputes Resolution clause, in the event of a disagreement with Raytheon regarding the responsibilities of the parties under their respective prime contracts. The Contractor and Raytheon will enter into an ADR process that addresses how disagreements will be handled, to include elevating such disagreements to the Government when applicable. The Government will include an ADR clause in the Raytheon contract to levy the same requirements for handling disagreements that are required in this contract.

D. The current versions of the specifications and documents listed below define the configuration between the SBX-1 and XBR under this contract. In the event that discrepancies or omissions exist in the interface documents, the Contractors shall propose appropriate revisions.

- i. S744-11216/C1, SBX Component Specification
- ii. H378986 XBR Prime Item Development Specification (PIDS)
- iii. S744-11225, GMD X-Band Radar Interface Control Specification
- iv. S744-11307, Radome Ring Wall (H/W) Specification
- v. S744-11308, Radar Support Structure Specification
- vi. S743-17777, ET to SBX ICS
- vii. S742-10029, ET to XBR ICS

- viii. D742-14243-1, IDD for ET and XBR
- ix. S742-10013, GFC/C and XBR ICS
- x. D742-14244-1, GFC/C to XBR IDD
- xi. D744-11281-1, GMD XBR Administrative Support to Platform Interface Design Description
- xii. D744-11282-1, GMD XBR Interconnections to Platform Interface Design Description
- xiii. D744-11275-1 Ground-based Midcourse Defense X-Band Radar Drive Platform and Control System to Platform Interface Design Description
- xiv. D744-11276-1 Ground-based Midcourse Defense X-Band Radar Liquid Conditioning and Cooling System to Platform Interface Design Description
- xv. D744-11277-1 Ground-based Midcourse Defense X-Band Radar Electrical Equipment Room/Operations Control Center Interface Design Description
- xvi. D744-11278-1 Ground-based Midcourse Defense X-Band Radar Antenna Equipment to Platform Interface Design Description
- xvii. D744-11279-1 Ground-based Midcourse Defense X-Band Radar Air Supported Radome to Platform Interface Design Description
- xviii. D744-11280-1 Ground-based Midcourse Defense X-Band Radar Near Field Antenna to Platform Interface Design Description
- xix. S744-20786 SBX Platform Security Specification

Raytheon will manage configuration of the XBR radar drawings and specifications below the XBR Radar PIDS, H378986, in accordance with Raytheon's configuration management practices. The XBR PIDS shall be managed in accordance with the established configuration management practices of contracts HQ0006-01-C-0001 and HQ0147-09-C-0008. Under these practices, Raytheon will inform the Contractor and the Contractor will inform the Government of all proposed changes that may impact the XBR PIDS, or Radar external interfaces.

For changes below the XBR PIDS, Raytheon will coordinate with and provide copies of the changes to the Contractor prior to implementation of hardware / software changes on board the SBX-1. The Contractor shall perform an analysis to determine if there are interface, schedule and/or operational impacts to the SBX-1 and notify the Government of any such impacts. The Government will determine whether such impact changes will be incorporated into this contract, and will so notify the Contractor and Raytheon.

E. The Contractor is authorized to continue using the SBX-1, including the XBR, to perform development, test activities, and operations and sustainment as authorized under this contract. The Integrated Master Schedule (IMS) for this contract will govern the utilization of the SBX-1 on this contract and on the Raytheon contract. The Contractor shall provide those portions of the IMS from this contract to Raytheon for their use in scheduling activities. This will be provided in Contractor format.

F. The Parties acknowledge and agree that the SBX-1, including the XBR, is Government Property subject to the alternate risk of loss provisions of this contract.

G. The Government will provide physical security for the SBX-1 during the duration of this contract. This does not relieve the Contractor from safeguarding classified information in accordance with the DD Form 254, Security Classification Specification, requirements of this contract. When on board SBX-1, the Contractor is responsible for all classified SBX-1 information. For Raytheon operations at locations not onboard SBX-1, the Contractor is not responsible for Raytheon's actions.

H. The Contractor shall comply with Boeing Document D744-11281-1, "Ground-based Midcourse Defense Sea-based X-Band Radar Administrative Support to Platform Interface Design Description." Additionally, the Contractor shall provide berthing, messing, laundry, and morale/welfare/recreational services for Raytheon personnel. Raytheon will be allocated rooms that will be managed by the respective Department Head for their permanently assigned crew members. In cases of Flight Test manpower increases, extra rooming requirements will first come from the Raytheon allocated space. If further spaces are deemed required, the Contractor will utilize that space which is available, up to a maximum of 21 personnel. Raytheon will be responsible for compliance with all

laws and regulations to include, but not limited to, maritime laws and regulations; and with all Vessel Policies and Procedures established by the Contractor for the operation of SBX-1 under this contract.

I. The Contractor will enter into an Associate Contractor Agreement (ACA) with Raytheon, per instructions contained in Section H of this contract, to establish the means by which to exchange technical and administrative data required to operate and maintain the SBX-1 as described in this contract. A copy of this ACA shall be submitted to the Procuring Contracting Officer (PCO) for information.

J. The Government agrees to include the substance of this clause in a separate Raytheon O&S contract.

INDEMNIFICATION

INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS –

Definitions. For the purpose of clause DFARS 252.235-7001, entitled ‘Indemnification Under 10 U.S.C. 2354 – Cost Reimbursement (DEC 1991)’, it is agreed that risks arising out of or resulting from the following may be defined as “unusually hazardous”:

1. The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during preparation, mixing, storage, or loading;
2. The burning, explosion, or detonation of liquid fueled rocket engines or solid fueled rocket motors during preparation, casting, curing, storing, testing, transporting, launch preparation, or launch;
3. The burning, explosion or detonation of launch vehicles or their components during testing, transporting, launch preparation or launch;
4. The toxic or other unusually hazardous properties of propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products;
5. The flight or surface impact of launch vehicles or components or fragments thereof; are “unusually hazardous risks”, to the extent such risks arise out of performance of this contract.
6. XBR also includes the hazard associated with radar emissions from the SBX.

Applicability. In addition to indemnification of the Contractor, the Contracting Officer has approved the flow down of indemnification to the following subcontractors:

Raytheon Systems (EKV)
Orbital Sciences
ATK Launch Systems
Northrop Grumman Space and Mission Systems
Bechtel National
Rockwell Automation
Oregon Ironworks
L3 Communications Cincinnati Electronics

PROGRAM SYNCHRONIZATION / ACA

PROGRAM SYNCHRONIZATION / ASSOCIATE CONTRACTOR AGREEMENTS (ACAs)

The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which are under separate development by multiple Contractors. MDA intends to use the concept of End-to-End (EtE) performance to serve as the organizing principle that will align and synchronize these otherwise independent efforts to achieve the desired operational BMDS. Synchronization is defined as the logical alignment of all 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. The Government will coordinate requirements to be incorporated into each contract, either as part of Requests for Proposal (RFP) for new contracts or per the “Changes” clause in respective contracts, with the affected Contractors to ensure that, when incorporated, the work to be done by each Contractor has been described in a manner to enable successful integration of other Elements with the GMD Element. The Government will include the agreed upon requirements in the Performance Work Statement (Attachment 1) of this contract and other Element Contractors. The work to be performed by Associate Contractors will include interface support associated with the integration of the requirements of this contract into the BMDS and support to key Missile Defense Agency (MDA) BMDS program reviews. In addition, the Contractor shall support Technical Interface/Integration Meetings (TIMs) with other BMDS Contractors and other Government agencies in pursuit of these program synchronization objectives.

In order to achieve and facilitate the required program synchronization across multiple contracts, the Government agrees that it will coordinate the synchronization and technical requirements to be incorporated into each affected contract to ensure such requirements are consistent and designed to maximize successful BMDS integration, cooperation and compatibility.

When associate contracts have been modified as described above, 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
Raytheon	HQ0006-08-D-0003 XBR Operations & Maintenance	Maintain configuration & vessel management & adherence to schedule, safety, development & operations on the SBX-1.
Dynetics	HQ0006-06-F-0006 Certification and Accreditation (C&A)	Accreditation and Certification for GMD activities for mission and test communications
Boeing	HQ0006-02-9-0001 National Team Systems Engineering (NTS)	Facilitate the BMDS Build D architecture, development and integration
Lockheed Martin	HQ0006-02-9-0002 National Team Command, Control Battle Management and Communications (NTB)	Facilitate development, testing and integration of unifying Missile Defense functions (UMDF)
Boeing	HQ0147-07-D-0001 European Missile Field Construction (EIS)	Interfaces with GMD element
Raytheon	HQ0147-08-D-0001 European Mid-Course Radar (EMR)	Integrate and verify interfaces European Mid-Course Radar
Raytheon	HQ0006-03-C-0047 AN/TPY-2 Radar	THAAD Radar
Raytheon	HQ0006-06-C-0012 Thule UEW R	Interface with GMD element
Raytheon Technical Service Co	FA2521-06-C-8006 AFTAC CLS (CDU Sustainment)	Interface with GMD element
ITT Corporation	F19628-02-C-0010 EWR/UEWR Sustainment	Interface with GMD element

The Contractor shall negotiate and enter into appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other BMD Contractors as necessary to implement the exchanges of information described above and protect proprietary 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 all amendments to ACAs shall be provided to the Contracting Officer and identified on Attachment xx so that the Government can document the flow on information.

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

The Contractor is encouraged to seek out and identify to the Government other Contractors whose cooperation may benefit the BMDS with increased efficiency and productivity. If authorized in accordance with paragraph (a.) of this clause the Contractor shall negotiate and enter into appropriate ACAs and NDAs in accordance with this clause.

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

GOVERNMENT DIRECTION

Government personnel, Government SETA Contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at IPT meetings and Contractor facilities. The Government IPT members, their SETA 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 SETA support or FFRDCs as changes to the terms and conditions of the contract. A Procuring Contracting Officer (PCO) is the only individual authorized to change the terms and conditions of the contract.

COMMINGLING AND REALLOCATION

COMMINGLING AND REALLOCATION OF GMD ASSETS

- a. This Special Contract Requirement (SCR) is applicable to MDA/GMD Contract HQ0006-01-C-0001, Ground-based Midcourse Defense (GMD) System; Contract HQ0147-09-C-0007, GMD Weapon System PBL/Operations and Sustainment; and Contract HQ0147-09-C-0008, CCC Development.
- b. Definitions pertinent to this provision are as follows:
 - (1) Like Assets: Items having the same or interchangeable part numbers; identified by engineering drawings and configuration management requirements as physically and functionally interchangeable to meet all design specification requirements of all uses for which the items part numbers are approved.
 - (2) Commingling: Intermixing of like assets.
 - (3) Reallocation: The transfer of assets (parts or material) between contracts.
 - (4) Physical Transfer: The actual movement of a piece of hardware (an asset) from use on one contract to another contract.
 - (5) Accountability Transfer: A formal documented change to custodial, individual or stock records to reflect the physical transfer of assets from one contract to another.

(6) Payback: The return of a like asset or the transfer of appropriate costs.

c. The Contractor or its subcontractors may commingle all Contractor-Acquired Property (CAP)/Government-Furnished assets which are accountable to this contract with like assets accountable to the other MDA/GMD contracts referenced above. Assets commingled may range from an individual component or bit part to functional groups. The Contractor's or its subcontractors' records shall reflect the balance accountable to each MDA/GMD contract for each commingled asset. The unit cost of the asset is irrelevant with respect to the commingling action. Documentation of a reallocation is required in accordance with the Contractor's or its subcontractors' established Material Management and Accounting System (MMAS) to the extent that commingling and payback is authorized. The documentation shall include an accountability transfer and a plan for payback of the asset to the contract from which it is reallocated.

d. Reallocation of MDA/GMD Furnished Assets, to include Government Furnished Property, requires prior approval of the Administration Contracting Officer (ACO). However, ACO failure to approve such reallocation to or from this contract shall not constitute a basis for claim under the MDA/GMD contracts cited in paragraph "a." above.

e. The Contractor and its subcontractors, to the extent that approved MMAS authorizes commingling and payback, shall publish and maintain adequate procedures to implement the requirements of this clause. These procedures, including all revisions thereto, shall be subject to post publication review by the ACO. The ACO shall have the right to disapprove such procedures if they do not meet the requirements of this clause.

f. Assets transferred to this contract pursuant to this SCR shall be deemed to meet all contract requirements of this contract provided that they met the contract requirement of the contract under which they were generated.

g. The Contractor and its subcontractors may be subjected to periodic reviews to ensure compliance with established policies, procedures and guidance established in this clause.

RENT-FREE USE (O&S)

RENT-FREE NON-INTERFERENCE USE OF GOVERNMENT PROPERTY (O&S)

As necessary for performance of this contract, the Contractor may use on a rent-free, non-interference (to the contract to which property is accountable) basis, all Government property accountable under contracts HQ0006-01-C-0001 and HQ0147-09-C-0008. The Contractor is responsible for scheduling the use of all property required for performance under this contract that is accountable under the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under the contracts to which such property is accountable or any other contracts under which use of such property is authorized.

Prices, delivery schedule and other affected provisions of this contract will be equitably adjusted if the property becomes other than rent-free during the performance of this contract.

GOVT REVIEW - CRITICAL PROCESS

GOVERNMENT REVIEW OF CRITICAL PROCESSES

The Government reserves the right to conduct reviews of the Contractor's readiness or critical processes from time to time during the period of performance (e.g., readiness to conduct flight test, Production Readiness Review, Software Capability Evaluation). Any such review will be conducted by a focused Government team (which may include support Contractor personnel) at a time and place mutually agreed to by the Government and the Contractor.

Such reviews will typically take place at the place of performance and be accomplished within approximately one workweek.

OVER AND ABOVE FOR SBX (O&S)

OVER AND ABOVE FOR SEA-BASED X-BAND (SBX) RADAR AND GROUND-BASED INTERCEPTOR (GBI)

a. The Contractor may be required to perform additional work, Over and Above (O/A), in support of SBX Condition Found Reports and Ground-Based Interceptor. All requests shall be processed as follows:

1. Services and supplies incident to any O/A work shall be identified by the Contractor. Requests shall be provided in Contractor format and shall provide: (i) a description of the work to be performed to include a statement describing what the work is and identifying the work as O/A, (ii) the man-hours to perform the work, (iii) identification of proposed repair procedure, (iv) replacement parts required; and (v) schedule and cost impact if applicable.

2. Subsequent to preparation of a request for approval of work from the Contractor, the Contracting Officer shall evaluate the O/A to confirm: (i) the necessity for the work, (ii) the proposed method of repair and approved repair procedure, and (iii) whether the Contractor's proposed designation of the work as O/A is consistent with any agreed to guidelines.

3. O/A efforts for SBX shall be added to Contract Line Item Number (CLIN) 0505 (for SBX) of this contract. O/A efforts for GBI shall be added to CLIN 0910 of this contract. If price agreement cannot be finalized prior to the need to commence work, the Contracting Officer shall verify the urgency for the work, and approve the Contractor's proposed Not-to-Exceed (NTE) price to authorize the work. A price shall then be negotiated by the parties within the agreed upon period for definitization. The negotiated settlement shall subsequently be confirmed by contract modification.

b. For SBX O/A, the parties agree that an hourly labor rate of \$TBD per hour plus a fee rate of \$TBD per hour will be used for estimating O/A work for Contractor and subcontractor labor during Calendar Year 2009. Similarly, for GBI O/A, the parties agree that an hourly labor rate of \$TBD per hour plus a fee rate of \$TBD per hour will be used for estimating O/A work for Contractor and subcontractor labor during Calendar Year 2009. In addition, the price of parts and direct materials required, furnished, consumed or installed in the performance of the O/A work (for either SBX or GBI) will be included in the Contractor's O/A proposal(s).

c. This effort is not funded under the Basic contract. Funding will be provided on a case-by-case basis, as an O/A effort is approved by the Government.

REPAIRS AND MAINT. (O&S)

REPAIRS AND MAINTENANCE REQUIRED

a. The Government and Contractor have reached agreement on the operation and sustainment requirements for the Sea-Based X-band (hereinafter SBX-1). Excluded from this agreement is repair of the SBX-1 requiring shipyard facilities. The purpose of this clause is to establish a method by which the SBX-1 may be repaired by the Contractor when shipyard facilities are required.

b. The Contracting Officer will notify the Contractor of any requirement that the SBX-1 must go to a port for unscheduled repairs or overhauls requiring shipyard facilities. If the repair is considered urgent, the Contracting Officer may authorize the Contractor to commence immediately with the work within a Limitation of Government Liability, inclusive of fee, of \$500,000. The Contractor may not exceed this amount without the express written

authorization of the Contracting Officer, but will immediately begin to implement the work at the shipyard unless they have notified the Government that the amount authorized is insufficient to cover expenses and commitments that need to be made to effect the repairs.

c. The Contractor shall, upon the authorization received in paragraph b, prepare and submit a proposal to the Government for an equitable adjustment to the contract. If the Contractor expects the price of this proposal to exceed \$500,000, a Not-to-Exceed (NTE) proposal shall be provided so the Government can evaluate it and provide the Contractor with Authorization to Proceed (ATP) at the NTE amount. Any proposal shall describe the needed repair, overhaul, or other services required at the shipyard.

d. Any scheduled in-port depot maintenance for CY2010 including overhauls, American Bureau of Shipbuilding (ABS) certifications, or other identified items will be disclosed at the conclusion of the 3rd quarter 2009 SBX Work Definition Conference. Priced proposal(s) for these efforts will be provided not later than 15 December 2009 or as mutually agreed by the parties.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
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 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 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 Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2008
52.245-1	Government Property	JUN 2007

52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High Value Items (Feb 1997) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt I	Termination (Cost-Reimbursement) (May 2004) - Alternate I	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7003	Item Identification and Valuation	AUG 2008
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006

252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	MAR 2008
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	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 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.229-7006	Value Added Tax Exclusion (United Kingdom)	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7005	Reimbursement Of Subcontractor Advance Payments--DOD Pilot Mentor--Protege Program	SEP 2001
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.241-7001	Government Access	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006
252.251-7000	Ordering From Government Supply Sources	NOV 2004
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.216-8 FIXED FEE (MAR 1997)

- (a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)

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

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

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

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

All tier 1 Subcontracts

(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 or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(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:

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008) ALTERNATE I (MAY 2008)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records. (1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

252.217-7028 OVER AND ABOVE WORK. (DEC 1991)

(a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

- (i) Within the general scope of the contract;
- (ii) Not covered by the line item(s) for the basic work under the contract; and
- (iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and

material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

(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	

(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)

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005) (DEVIATION)
ALTERNATE I (OCT 2007) (DEVIATION 2008-O0002)

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

(1) "Assembly" means an item forming a portion of a system or subsystem that can be provisioned and replaced as an entity and which incorporates multiple, replaceable parts.

(2) "Commercial derivative military article" means an item procured by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

(3) "Commercially available off-the-shelf item" --

(i) Means any item of supply, that is --

(A) A commercial item;

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(4) "Component" means any item supplied to the Government as part of an end item or another component.

(5) "Electronic component" means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electronic devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.

(6) "End item" means the final production product when assembled or completed, and ready for issue, delivery, or deployment

(7) “Produce” means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering titanium.

(8) “Qualifying country” means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).

(9) “Required form” means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of—

(i) A finished end item delivered to the Department of Defense; or

(ii) A finished component assembled into an end item delivered to the Department of Defense.

(10) “Specialty metal” means--

(i) Steel--

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium.

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys.

(iv) Zirconium and zirconium alloys.

(11) “Subsystem” means a functional grouping items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for—

(1) Electronic components;

(2)(i) Commercially available off-the-shelf (COTS) items; other than—

(A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.

(B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.

(C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems;

(ii) A COTS item is considered to be “offered without modification” as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.

(A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).

(B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

(C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with the a COTS engine, but not the COTS engine normally provided with that aircraft).

(D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., an aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.

(3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.

(4) Items manufactured in a qualifying country;

(5) Items for which the Government has determined in accordance with 225.700X-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in—

(i) A satisfactory quality;

(ii) A sufficient quantity; and

(iii) The required form.

(6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.

(c) (1) Streamlined compliance for commercial derivative military articles. As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, in the amount determined in accordance with paragraph (c)(2) of this clause, if—

(i) This is an acquisition of commercial derivative military articles; and

(ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.

(2) Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable). The offeror () certifies () does not certify that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form for use during the period of contract performance in the production of the commercial derivation military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivation military article (including the work performed under each subcontract); or

(ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.

(d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(End of clause)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Missile Defense Agency under Contract No. HQ0147-09-C-0007.

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

CLAUSE FILL-INS / NOTES:

There are certain clauses incorporated by reference on the previous pages that require fill-ins and/or notes. Reference the chart below:

Clause:	Clause Title:	Fill-in:	Note:
52.216-7	Allowable Cost and Payment	30 th	
52.222-2	Payment for Overtime Premiums	\$0	
52.228-3	Workers Compensation Insurance (Defense Base Act)		*Application to foreign performance only*
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts	United Kingdom	
52.243-7	Notification of Changes	10, 10	
52.252-2	Clauses Incorporated by Reference	www.arnet.gov	
252.211-7003	Item Identification and Valuation	(c)(ii) NONE;	

		(c)(iii) NONE	
252.211-7007	Item Unique Identification of Government Property	(2)(ii) NONE	Applies to new and modified equipment only.
252.222-7000	Restrictions On Employment Of Personnel	Alaska	
252.225-7040	Contractor Personnel Authorized to Accompany US Armed Forces Deployed Outside the US		*Application to foreign performance only*
252.225-7043	Antiterrorism/Force Protection Policy For Defense Contractors Outside the United States		*Application to foreign performance only*
252.227-7030	Technical Data – Withholding of Payment	Ten percent (10%) Replace with one percent (1%)	

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS & ATTACHMENTS

	Title	Date
Exhibit A	CDRLs (DD 1423-1)	1 Jan 2009
Attachment 1	Performance Work Statement	1 Jan 2009
Attachment 2	Interdependencies	1 Jan 2009
Attachment 3	List of Restricted Rights Assertions: “Identification and Assertion of Restrictions On Government's Use, Release or Disclosure of Non-Commercial Technical Data, Computer Software and Computer Software Documentation (DFAR 252.227-7013/7014)”	1 Jan 2009
Attachment 4	Government Furnished Property (GFX)	1 Jan 2009
Attachment 5	DD 254 Contract Security Classification Specification	1 Jan 2009
Attachment 6	Reserved	1 Jan 2009
Attachment 7	DD Form 2794, Cost and Software Data Plan	1 Jan 2009
Attachment 8	Task Instruction Procedures	1 Jan 2009
Attachment 9	Base Support Requirements List (BSRL)	1 Jan 2009
Attachment 10	GMD Architecture Document	1 Jan 2009
Attachment 11	Information Assurance Reference Documents	1 Jan 2009
Attachment 12	Classified Annex A – Required Availability Rates for GMD Components and SBX-1	1 Jan 2009

ATTACHMENT 1

GMD Operation and Sustainment Performance Work Statement

1/26/2009

1.0 Operations and Sustainment (O&S) Performance Work Statement (PWS)

1.1 Introduction

The Contractor is the Government's integrator for implementing and managing the Ground-based Midcourse Defense (GMD) Weapon System Sustainment and Operations Support requirements. The Contractor is responsible and accountable for the performance of system sustainment, training, and operations support of GMD mission assets through day-to-day management, direction, and control of program activities and resources. The contractor shall support the development effort in the areas of configuration management and Reliability, Availability, and Maintainability (RAM). The Contractor uses a best efforts approach to system sustainment, training, and execution of operations support, to preserve a path to Performance Based Logistics (PBL). In executing this contract, the Contractor will identify and provide recommendations for updates to GMD documentation.

The GMD Weapon System Operations and Sustainment Architecture Document (Attachment 10) depicts the GMD system assets to be sustained.

This tailored PBL approach supports essential contract performance requirements as follows:

- (a) Availability: Support maintenance and operations of GMD assets, focusing on maintaining GMD element availability.
- (b) Training: Execute the GMD training program, support GMD, BMDS, Combatant Command (COCOM) exercises, integrate GMD capabilities into BMDS training activities, and maintain the GMD training devices.
- (c) Cost: Ensure sustainment and operations executability within GMD budget and evolve efficiencies to reduce costs.
- (d) Transition/Transfer Planning and Partnering: Support government meetings to assess future opportunities for transition and transfer (T2).
- (e) Effectively balance system availability and training within the available funding.

2.0 Compliance Documents

The following documents, of the issue indicated, are applicable to this effort, to the extent specified herein.

2.1 Department of Defense Documents

Document #	Title (PWS Para. Ref.)	Issue
DoDI 8570.01-M	Information Assurance Workforce Improvement Program (3.1.3.2)	December 18, 2005 Change 1, 5/15/2008

2.2 Missile Defense Agency (MDA) Documents

Document #	Title (PWS Para. Ref.)	Issue
MDA-QS-001-MAP	MDA Assurance Provisions (3.1.5)	Revision A, 29 Oct. 2006
MDA-QS-003-PMAP	MDA Parts, Materials and Processes Mission Assurance Plan (3.1.5, 3.4)	Revision A, 26 Mar. 2008
S-1418-3.0	Integrated Ballistic Missile Defense System Build D BMD System Specification (As implemented in the CM Plan)	12 June 2008
MDA 5010.09	Ballistic Missile Defense System Sustainment	13 April 2006

2.3 Contractor Documents

Document #	Title (PWS Para. Ref.)	Issue
D744-10700-1	GMD Program Execution Plan (3.3.1)	Current Issue
D743-10123-1	GMD Program Protection Management Plan (3.1.3.1)	Current issue
D743-16368-1	GMD Quality Assurance Plan (3.1.3.3)	Current Issue
D743-XXXXXX	GMD Environment, Safety and Occupational Health Plan (3.1.3.4)	Current issue
D743-10384-1	GMD System Safety Program Plan (3.1.3.5)	Current Issue
D742-10005-1	GMD Configuration Management Plan (3.1.4)	Current issue
D743-XXXXXX	GMD Mission Assurance Implementation Plan (3.1.5)	Current Issue

3.0 REQUIREMENTS

3.1 Management

The Contractor will perform program management and other efforts to administer this contract as described in the following subparagraphs.

3.1.1 Program Management

The Contractor shall provide Program Management for products and services to be delivered. The Contractor shall deliver Presentation Material for Meetings and Reviews in accordance with CDRL A001. The Contractor shall host and conduct a quarterly In Process Review (IPR). The Contractor shall contribute to and implement the GMD Program Execution Plan under contract HQ0147-09-C-0008, including Operations and Sustainment. The Contractor shall evolve efficiencies to reduce costs and propose trades to balance system availability within cost and budget.

3.1.2 Finance

The Contractor shall:

- (a) Provide the resources necessary to execute and manage the planning, scheduling, controlling and reporting functions for use of GMD assets in the GMD operational Element. The Contractor shall implement and use management control processes for planning and control of cost and schedule, measurement of performance and progress, and generation of reports.
- (b) Maintain and use the Contract Work Breakdown Structure (CWBS) as the primary framework for planning, budgeting, controlling, and reporting the status of program cost and schedules. The Contractor shall develop and maintain the GMD O&S Contract Funds Status Report (CFSR), GMD O&S Cost and Labor Hour Report, and O&S Level 1 Program Schedule, CDRL A002, A003, and A004 respectively.
- (c) Manage the requirements, maintenance, and accountability of Government Furnished Property (GFP), Government Furnished Information (GFI), Government Furnished Facilities (GFF) and Government Furnished Services (GFS) of the contract as identified in Section J.
- (d) Perform contract management which includes interfacing with the customer to ensure that the work for the contract, including changes, is mutually understood. Prepare and submit (1) correspondence for contract deliverables, (2) budgetary or Rough Order of Magnitude (ROM) estimates for planning purposes, (3) Not-to-Exceed (NTE) estimates in response to Government requests, (4) estimates leading to negotiations of proposals for changes to the contract and (5) closeout activities leading to preparation and negotiation of a final closeout proposal.
- (e) Interface with the Government on Congressional data calls, and develop and provide information to the Government on such data calls.

3.1.2.1 Cost

The Contractor shall report cost data using the WBS structure. The Contractor shall use a cost model to provide input to Government efforts in the conduct of “what if drills” and engineering estimates.

The Contractor shall perform GMD Weapon System Operation and Sustainment efforts to evolve efficiencies to reduce costs and propose trades to balance GMD system availability against cost, budget and schedule constraints. The Contractor shall identify and implement cost reduction opportunities, as appropriate, both within the Contractor and with subcontractors or suppliers. The Contractor shall identify opportunities to employ performance-driven measures and incentives to contain costs and stay within budget.

3.1.2.2 Reserved

3.1.2.3 Special Agreements

The Contractor shall develop special agreements for GMD architecture assets sustained or operated by non-GMD activities or Military Services to facilitate establishing and achieving equipment readiness and availability standards. The Contractor shall establish these special agreements with other Government activities, Military Services, or their contractors to successfully implement the contract requirements. These agreements shall establish management processes to include roles and responsibilities, interfaces, data exchange, performance management, and issue resolution. The Government will assist the Contractor in the establishment and implementation of these agreements. The Contractor shall facilitate the establishment and implementation of a Government-to-Government agreement between GMD and other Government activity. Special agreements under this paragraph shall be provided to the Procuring Contracting Officer (PCO) for information.

3.1.2.4 Partnering Agreements

The Contractor shall identify potential partnering agreements in specific sustainment activities, e.g., with other contractors, vendors, suppliers, Government depots, or other non-GMD logistics providers, in order to improve GMD Element Availability, Training, and Cost (AT&C) performance. The Contractor shall submit potential partnering agreements via the DAL for information.

3.1.2.5 Special Studies, Analysis and Tasks

The Contractor shall perform special studies, analysis and tasks as directed via separate Task Instructions (TI). Examples of the types of studies, analysis or tasks include, but are not necessarily limited to: Analysis of changes in defended area; Analysis of impacts of significant changes in requirements; Studies with additional excursions beyond those presently required under this contract; and Tasks to support special tests, Government exercises and/or events, Attachment 8, Task Instructions.

3.1.3 Program Operations

The Contractor will perform program operations effort for this contract as described in the following subparagraphs.

3.1.3.1 Program Protection and Security

The Contractor shall plan and implement Program Protection and Security for the GMD Element in accordance with the Security Classification Guide and DD Form 254. The Contractor shall utilize the GMD Program Protection Management Plan under contract HQ0147-09-C-0008. The Contractor shall manage the GMD cryptographic key material and COMSEC equipment.

3.1.3.2 Information Assurance and Certification & Accreditation

The Contractor shall utilize the GMD Information Assurance Plans delivered under contract HQ0147-09-C-0008.

The Contractor shall adhere to the GMD IA policies, procedures and processes in the execution of this effort.

The Contractor shall host Certification and Accreditation (C&A) activities on GMD operational assets. The Contractor shall return the GMD operational assets to the approved configuration following C&A activities. The Contractor shall report on and maintain an Information Assurance Training and Certification program (delivered under contract HQ0147-09-C-0008) for Contractor personnel performing Information Assurance functions in accordance with DoDI 8570.1-M and GMD System Security Training Policy.

The Contractor shall provide Facility Security Officer (FSO) and Information Systems Security Officer (ISSO) service at GMD locations.

3.1.3.3 Quality Assurance

The Contractor shall utilize the GMD Quality Assurance Plan delivered under contract HQ0147-09-C-0008. The Contractor shall participate in the development of the Quality Assurance Plan to assure coverage of Operations and Sustainment. The Contractor shall also have membership on MDA Quality Assurance boards for disposition of quality findings.

3.1.3.4 Environmental, Safety and Occupational Health

The Contractor shall utilize the GMD Environment, Safety, and Occupational Health Plan delivered under contract HQ0147-09-C-0008. The Contractor shall participate in the development of the Environment, Safety, and Occupational Health Plans and documents to assure coverage of Operations and Sustainment. The Contractor shall also participate in Environmental, Safety and Occupational Health activities.

3.1.3.5 Program Safety

The Contractor shall utilize the GMD System Safety Program Plan delivered under contract HQ0147-09-C-0008. The Contractor shall participate in the development of the System Safety Program Plans and documents to assure coverage of Operations and Sustainment. The Contractor shall participate in System Safety Program activities.

3.1.3.6 Unique Identification

The Contractor shall coordinate with the system developer to update Unique Identification (UID) markings for equipment repaired or replaced under this contract where engineering definitions of UID marking requirements are available from the Development program. The Contractor shall update the UID registry maintained under contract HQ0147-09-C-0008.

3.1.3.7 Incident Command System

For SBX, The Contractor shall maintain certified personnel to support responses to incidents and provide inputs to and participate in the Incident Command System (ICS). For GMD, The Contractor shall work with the government to implement ICS.

3.1.4 Configuration Management

The Contractor shall utilize the GMD Configuration Management Plan delivered under contract HQ0147-09-C-0008. The Contractor shall submit Contract Change Proposals (CCP)/ Engineering Change Proposals (ECP) and Requests for Waiver (RFW), CDRL A005 and A006, respectively. The Contractor shall prepare and deliver a Data Accession List/Internal Data, CDRL A007. The Contractor shall participate and support the GM Program configuration management activities as a member of the Configuration Control Boards (CCB) and support configuration status reporting. The Contractor shall participate in the development of the GMD Configuration Management Plan to assure coverage of Operations and Sustainment.

3.1.5 Mission Assurance

The Contractor shall plan and execute efforts for Mission Assurance in accordance with the MDA-QS-001-MAP, MDA Assurance Provisions (MAP), utilizing the GMD Mission Assurance Implementation Plan (MAIP) developed and submitted under the GMD Core Completion Contract for Development. For any activities supporting new designs or design changes, the Contractor shall work to and maintain compliance to MDA-QS-003-PMAP, MDA Parts, Materials and Processes Mission Assurance Plan. The Contractor shall provide O&S MAP Core Metrics, CDRL A014.

3.2 Sustainment and Operations Support

The Contractor will perform sustainment and operations support as described in the following subparagraphs.

3.2.1 Maintenance

The Contractor shall perform maintenance with an objective to meet the availability as referenced in Attachment 12 Classified Annex A, "Required Availability Rates for GMD Components and SBX-1" dated 2 December 2008. The Contractor shall submit Equipment Readiness Report, CDRL A008.

The Contractor shall maintain GMD System Component Availability as follows:

- (a) Component availability is based on the measure of time the equipment (with the exception of the GMD Fire Control) is available to perform the mission as averaged on a monthly basis, based on the ability to support Readiness Condition (REDCON) 1 through 5 with an Equipment Readiness Rate (ERR) threshold as defined in Attachment 12 Classified Annex A, "Required Availability Rates for GMD Components and SBX-1" dated 2 December 2008.
- (b) GMD Fire Control (GFC) with an Equipment Readiness Rate (ERR) threshold as defined in Attachment 12 Classified Annex A, "Required Availability Rates for GMD Components and SBX-1" dated 2 December 2008,
- (c) Sea-Based X-Band Radar (SBX-1) Availability. SBX availability, minus the X-Band Radar (XBR), is based on the measure of time the SBX is able to perform the mission, based solely from a logistic resource perspective, with an Equipment Readiness Rate (ERR) threshold as defined in Attachment 12 Classified Annex A, "Required Availability Rates for GMD Components and SBX-1" dated 2 December 2008.

3.2.1.1 Ground Based Interceptor (GBI)

3.2.1.1.1 Maintenance Built-in Test (MBIT)

The Contractor shall perform Interceptor Maintenance Built-in Test (MBIT) on a quarterly basis and deliver MBIT Data, CDRL A009.

3.2.1.1.2 Interceptor Maintenance

The Contractor shall perform maintenance. The Contractor shall coordinate corrective maintenance actions with the Contractor under contract HQ0147-09-C-0008.

3.2.1.2 Sea-based X-band Radar (SBX)

The Contractor shall operate and maintain the SBX minus the XBR. The Contractor shall provide access to SBX operations, training, and sustainment data/documentation and deliver an index of SBX Documentation List, CDRL A010 and SBX Parts/Components Inventory List, CDRL A011.

3.2.2 Operations Support

The Contractor shall execute and manage the day-to-day planning, configuration control, scheduling, execution control, system transitioning as scheduled, operations training, and reporting functions for the GMD Weapon System. The Contractor shall provide the Government with situational awareness regarding the deployed GMD assets and SBX using available Contractor and BMDS data. The Contractor shall provide timely analysis and assistance on issues emerging from operations, test events, exercise events, scheduled system and site transition, development activities and sustainment activities.

The Contractor shall provide the framework to execute GMD exercise and operational activities, including the Annual Plan, 8-week rolling BMDS Operations Schedule (BOS), Weekly Activity Message (WAM), Schedule Change Requests (SCR), Schedule Change Notices (SCN), synchronization, integration, and de-confliction of assets for unscheduled critical or emergency situations.

The Contractor shall manage, direct, and control requirements and processes integrating GMD operations support functions. Operations support function activities involving the GMD assets include periods of operational alert, transitioning between operational and non-operational periods, training and exercises, developmental events, maintenance, and GMD system software and hardware upgrades.

The Contractor shall implement system transition recall. Recall shall be utilized to execute system transition 24/7/365 (24 hours per day, 7 days per week, 365 days per year) by having personnel report on-site, after normal duty hours, to perform Mission Capable Configuration (MCC) to a Launch Capable Configuration.

3.2.2.1 Readiness Condition (REDCON) Response

The Contractor shall respond to COCOM REDCON levels to meet Warfighter requirements.

3.2.2.2 Sea-Based X-Band Vessel (SBX)

The Contractor shall provide for site management and administrative functions. The Contractor shall report the operational status of the SBX Vessel and the offshore support vessel including issues or anomalies that impact its ability to perform its mission. When the SBX Vessel and offshore support vessel are unable to perform its mission, the Contractor shall report its estimated time to return to operations (ETRO).

3.3 Training

The Contractor shall manage the GMD training program and the GMD Training and Exercise Center (GTEC). The Contractor shall provide scheduled Distributed Training Capabilities (DTC) and Distributed Multi-Echelon Training System (DMETS) planning, integration and execution support to the Warfighter. The Contractor shall provide MDA, BMDS, and COCOM exercise planning, integration, execution and post activity support. The Contractor shall integrate User and Contractor training efforts to provide a single organization to address GMD training related issues. The Contractor shall provide training hardware, component trainers, software, instructor,

Battle Management Command, Control and Communications Element Laboratory (BEL), and training system support. The GMD Training System will be used to store training, qualification, certification and continuation training records.

3.3.1 GMD Training Systems

The Contractor shall maintain the training devices and equipment required to provide GMD Training and Exercise Center (GTEC,) Distributed Training Capability (DTC) and Distributed Multi-Echelon Training Capability (DMETS) training and exercise capabilities and the BEL. The Contractor shall maintain sustainment training devices and the BEL.

The Contractor shall maintain GMD Training System Availability as follows:

- (a) GMD Training and Exercise Center (GTEC) Accreditation – Pass/Fail. On a Pass/Fail basis, the Contractor shall maintain current GTEC accreditation by the US Army Training and Doctrine Command (TRADOC).
- (b) Maintain Qualified Crew - Provide GTEC GMD Operator Qualification Training courses a minimum of twice a year. Maintain the capability to qualify GMD Operators in sufficient numbers to meet mission requirements.
- (c) GMD Fire Control System Trainer (GST) Availability. The Contractor shall maintain an availability rate of 95% for the GST.

3.3.2 Externally Funded Training and Exercise Activities

3.3.2.1 MDA/BC Activities

The Contractor shall provide scheduled Distributed Training Capabilities (DTC) and Distributed Multi-Echelon Training System (DMETS) planning, integration and execution support to the Warfighter.

3.3.2.2 MDA/DFOW Activities

The Contractor shall provide MDA, BMDS, and COCOM exercise planning, integration, execution and post activity support.

3.3.2.3 Space and Missile Defense Command (SMDC) Activities

Provide support for transition of the GMD Operator Course from GM to the Army.

3.4 Sustaining Engineering

The Contractor shall provide sustaining engineering support for GMD components and SBX, minus the XBR, to meet the estimated cost of the contract and ERR. The Contractor shall monitor engineering change activity for impacts to sustainment.

The Contractor shall calculate A_o data throughout CY09 execution and report under Operational Availability, delivered under the DAL. Based on the collected A_o data, the Government will

establish a baseline for A_o performance metrics to be implemented and measured against Contractor performance under the CY10 option period, if exercised.

The Contractor shall collect and deliver Reliability, Availability, and Maintainability (RAM) Data, CDRL A013.

The Contractor shall participate in a System Failure Review Board (SFRB) under contract HQ0147-09-C-0008, for development for field failures.

The Contractor shall analyze sustainment cost of operating, maintaining, and disposing of the equipment delivered and shall provide recommendations as to the best value alternative. The Contractor shall submit the Top Ten System Readiness Degraders and Top Ten Cost Drivers Report for SBX.

The Contractor shall participate in the GMD Part, Materials, and Processes Control Board (PMPCB) in accordance with MDA-QS-003-PMAP-Rev A, MDA Parts, Materials, and Processes Mission Assurance Plan (PMAP). The Contractor shall maintain continuous monitoring of GMD System/Element parts and suppliers to identify and coordinate current information related to logistical support and identify obsolescence issues. The Contractor shall provide recommendations to the PMPCB and identify replacements or further actions. The Contractor shall notify the design activity, coordinate the implementation of any design changes, and track their implementation into the operational system. The Contractor shall participate in the development of the following documents under contract HQ0147-09-C-0008 to ensure coverage of Operations and Sustainment: PMP Control Plan, Obsolescence Reports, and As-Designed Products and Materials List (ADPML).

3.5 Transition and Transfer (T2)

Attend government meetings to assess future opportunities for transition and transfer (T2). The Contractor shall deliver a Test and Support Equipment and Special Tools Lists, CDRL A012.