

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF PAGES 1   25
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2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-04-D-0001	3. EFFECTIVE DATE 07 Jan 2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	6. ADMINISTERED BY (If other than Item 5) DCM LOCKHEED MARTIN MISSILES & SPACE P.O. BOX 3504 SUNNYVALE CA 94088-3504	CODE S0543A
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LOCKHEED MARTIN SPACE SYSTEMS COMPANY MISSILES AND SPACE OPERATIONS 1111 LOCKHEED MARTIN WAY SUNNYVALE CA 94088-3504	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:	

CODE 06887	FACILITY CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATION P.O. BOX 182381 COLUMBUS OH 43218-2381
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE HQ0339

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(e)( )	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					

**15G. TOTAL AMOUNT OF CONTRACT \$768,000,000.00**

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DASG60-03-R-0016-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME AND TITLE OF CONTRACTING OFFICER [REDACTED] / CONTRACTING OFFICER [REDACTED] EMAIL: [REDACTED]
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19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	20C. DATE SIGNED 07-Jan-2004
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## Section B - Supplies or Services and Prices

### CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with provisions for multiple cost reimbursement type pricing arrangements (including Cost Plus Award Fee (CPAF) and Cost Plus Fixed Fee (CPFF)) available for use in pricing individual task orders. It is anticipated that most, if not all, task orders will be completion type and will be solicited, negotiated and awarded as bilateral task orders utilizing the previously negotiated fee arrangements set forth in this Section. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization), utilizing the previously negotiated fee arrangements set forth in this Section and a not to exceed ceiling amount (estimated cost plus fee) provided by the contractor. It is anticipated that most, if not all, task orders will be CPAF; however, the Government reserves the right to utilize CPFF when determined more appropriate in individual task orders. See Section H for Task Order procedures.

### MINIMUM-MAXIMUM VALUE

The minimum amount guaranteed under this contract is \$10,000,000. The maximum amount (ceiling) set forth for this contract is \$768,000,000 and reflects the estimated total Cost Plus Award Fee value of all task orders which would be required to complete the total Miniature Kill Vehicle (MKV) System Development program defined in the Statement of Work plus an additional factor of 20% in the event of cost growths which could not be anticipated at time of award. Individual task orders issued under the basic contract will obligate the actual funds. The Statements of Work for Task Orders 0001 and 0002 are included in this solicitation. The Government expects to evaluate, negotiate and award Task Order 0001 based upon proposal submittal in response to the RFP.

### TASK ORDER PRICING

The negotiated fee arrangements set forth in this Section shall be utilized to establish the fee structure of each task order issued under this contract. Upon receipt of a Request for Task Order Proposal in accordance with the Ordering Provisions set forth in Section H, the Contractor shall develop and submit his proposed estimated cost and fee structure for the Task Order in question. If the government determines that it is necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion into paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. Upon conclusion of negotiations, a bilateral task order or task order revision will set forth the total estimated CPAF or CPFF and, in the case of CPAF orders, establish the Award Fee terms and conditions for that order.

### PRENEGOTIATED FEE ARRANGEMENTS

For each CPAF task order, the Base Fee shall be 0% and the Award Fee shall be 15% of the estimated cost of such order. For any CPFF task order, the Fixed Fee shall be 10% of the estimated cost of such order.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001			Dollars, U.S.	UNDEFINED	UNDEFINED

Statement of Objectives  
CPAF

Statement of Objectives SW-KEID-13-03, dated 20 Oct 03, titled "Miniature Kill Vehicle (MKV) System Development Contract," and Contractor's Scope of Work incorporated herein and attached as set forth in Part III, Section J, hereof. Efforts will be awarded under individual Task Orders.

MAX COST	
BASE FEE	
SUBTOTAL MAX COST + BASE	\$679,000,000.00
MAX AWARD FEE	\$89,000,000.00
TOTAL MAX COST + FEE	\$768,000,000.00
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Lot		NSP

CDRLs  
CPAF

Data to be delivered under this contract shall be that cited in Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A009 and A00A through A00V. Contractor may submit reports in accordance with Data Item Descriptions (DD Form 1664) incorporated herein by reference as set forth in Section J.

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

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

a. Performance of Contract Line Items 0001 and 0002 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1) and as set forth in individual task orders. Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0001 and delivers data required by CLIN 0002 and such are accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of CLIN 0001, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of CLIN 0001 under the LIMITATION OF COST or FUNDS contract clause.

b. CLIN 0001 will be considered complete based upon milestones identified in individual task orders.

c. CLIN 0002 will be considered complete based upon a determination that all data and reports have been submitted and accepted, as set forth in Block 8 of each exhibit line item number of the DD Form 1423.

AWARD FEE:

It is anticipated that the majority of task orders will be negotiated utilizing a completion type bilateral cost-plus-award-fee pricing arrangement. An award fee plan will be negotiated for each individual task order, when applicable. The following provides general information governing award fee plans.

a. The contractor's performance hereunder shall be evaluated every six (6) months in accordance with the document entitled "Award Fee Determination Plan," as negotiated by individual Task Orders. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the task order issued approximately forty-five (45) days following completion of each six (6) month period.

b. Award fee determinations and award fee determination methodology are unilateral decisions made solely at the discretion of the Government.

c. At the end of each bi-weekly billing period, the contractor may provisionally bill the Government for eighty percent (80%) of the maximum award fee available during the period. Following the award fee determination for the period, the Government will modify the task order to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments, unless there is fee left after last period, in which case immediate refund will be made to the Government.

## Section C - Descriptions and Specifications

### SCOPE

The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued. All task orders shall be within the general scope of the SOO and the negotiated SOW incorporated herein and attached as set forth in Part III, Section J.

### CONTRACT DATA REQUIREMENTS

Contract data requirements shall be in accordance with Exhibit A, DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

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

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. CLIN 0001 and 0002: The overall period of performance under this contract will be ninety-six (96) months from the effective date of the contract.

MILESTONE EVENTS AND PERFORMANCE PERIOD: The contractor shall accomplish milestone events as specified in individual task orders.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE

252.242-7000

Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

G-3. INVOICING AND VOUCHERING:

a. Vouchers under this contract will be submitted on a task order basis. Each voucher should identify the contract number and task order number.

b. 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.

c. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

d. 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 any 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.

e. 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, and (3) the contract number and task order 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.

f. 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.

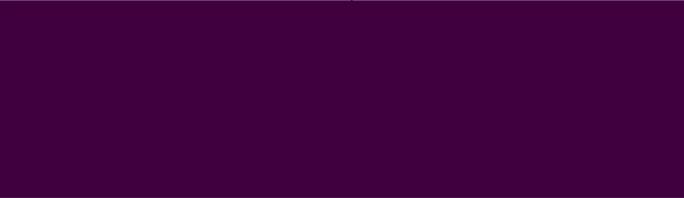
g. Information on any provisional award fee billings will be provided in the individual task order.

h. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

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

G-4. IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

G-5. CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS:		
COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

## Section H - Special Contract Requirements

TASK ORDER PROCEDURE

a. Subsequent to the award of the basic contract, requests for task order proposals, with the exception of Task Order 0001, will be issued. It is possible that a successful offeror under the basic contract will not receive any task orders, except for the minimum guaranteed amount which is \$10 million over the period of the basic contract.

b. Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. The contractor shall incur costs under this contract only in performance of Task Orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD Form 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the contracting officer.

c. Task Order Proposal Process: The government will prepare a request for task order proposal which will include as a minimum, (i) a detailed description of the task(s) to be performed; (ii) all deliverable items, with an associated delivery date for each; (iii) the overall period of performance. Upon receipt of the request for task order proposal, the contractor shall submit its proposal, including proposed subcontracts, for the task order effort within the number of days specified in the request for task order proposal. In the proposal, the contractor shall identify the technical approach in terms of the system description; design, fabrication and test process; analytical/simulation tools and usage; overall process and flow; Government Furnished Equipment (GFE) identification; organizational structure; personnel and other resources required; schedule of milestones; and cost. The format is as follows:

- 1.0 ASSUMPTIONS AND ISSUES
- 2.0 ORGANIZATION, STRUCTURE AND INTERFACES
- 3.0 TECHNICAL UNDERSTANDING AND APPROACH
- 4.0 KEY PERSONNEL
- 5.0 RESOURCES
- 6.0 SCHEDULES
- 7.0 GFP/SERVICES
- 8.0 DELIVERABLES
- 9.0 SECURITY
- 10.0 TASK ORDER HOURS AND COST DATA

If the government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within 10 calendar days of receipt of the government's request. The government's request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance for the task order; unless such information has already been provided to the contractor via a government request for a task order proposal.

d. The Government may utilize the contractors listed below to provide support during the evaluations of the task order proposals. These contractors are restricted by the "Organizational Conflict of Interest" provision of their respective contracts from participating as a contractor, subcontractor, or consultant on the proposed program other than on a noncompetitive basis under a separate contract with the Government. A "Certificate of Non-Disclosure" will be executed by each individual from these contractors prior to review of the task order proposal. The offeror agrees, by the submission of a proposal, to have it reviewed by these contractors:

Aero Thermo Technologies (AT<sup>2</sup>), Inc.  
Sparta Corporation  
Computer Sciences Corporation (CSC), Inc.  
Science and Technology Associates (STA), Inc.  
Logos Technology  
Gray Research  
Navigation Technology Associates  
General Dynamics  
CACI  
Qualis Corporation

e. It is anticipated that most, if not all, Task Orders under this contract will be completion type contracts and will be solicited, negotiated and awarded as bilateral agreements utilizing the previously negotiated fee arrangements set forth in Section B of the basic contract. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such unilateral undefinitized task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization), utilizing the previously negotiated fee arrangements set for in Section B of the Basic Contract and a not to exceed ceiling amount provided by the contractor. It is further anticipated that most, if not all, task orders will be Cost Plus Award Fee (CPAF) type contracts; however, the Government reserves the right to utilize the Cost Plus Fixed Fee (CPFF) contract type when determined more appropriate in individual task orders.

f. The previously negotiated fee arrangements which are set forth in Section B of the Basic Contract shall be utilized in pricing all task orders, both bilateral and unilateral, under this contract. Upon receipt of a request for a Task Order proposal, the contractor shall utilize these previously negotiated fee arrangements from Section B to develop his fee structure for the order in question.

g. FAR 52.216-24 (Limitation of Government Liability), DFARS 252.217-7027 (Contract Definitization) and FAR 52.216-26 (Payments of Allowable Costs Before Definitization) are applicable to undefinitized task orders only. The applicable information for the blanks in FAR 52.216-24 and DFARS 252.217-7027 will be provided for each such undefinitized task order issued.

#### MATERIALS

Prior to the purchase or lease of any of the following materials and services, the contractor must obtain the written approval of the Contracting Officer:

- a. Automated Data Processing Equipment (ADPE)
- b. ADPE Support Equipment
- c. Software
- d. Telecommunications
- e. All other items which the contractor intends to direct charge to the contract or which could potentially fall within the parameters of FAR 45.301 definition of facilities.

#### COST/SCHEDULE STATUS REPORTING

a. Cost and Schedule Performance Reporting: The contractor shall implement a management control process that effectively uses earned value for integrated cost, schedule, and technical performance management. The contractor

shall use their compliant Earned Value Management System. Cost and schedule performance reporting will be in accordance with the Cost Performance Report (CPR), DI-MGMT-81466. The contractor shall establish a performance measurement baseline at the control account level. The Government and the contractor shall jointly conduct Integrated Baseline Reviews (IBRs) of the contract cost, schedule, and technical baseline no later than forty-five (45) days after exercise of initial task order, and again no later than forty-five (45) days after exercise of subsequent TOs. During the IBR, the government will determine whether all work contained in the SOW has been planned, the control accounts budgets and schedules are reasonable, and proper earned value management techniques are used. Although all control account may be reviewed, emphasis will be placed on control accounts that have highest dollar values and that involve activities that are highest risk or most critical to the overall schedule. The IBR will be streamlined and should nominally last no more than two days. The contractor shall develop a Cost/Schedule System management approach that will provide the Government visibility into all aspects of the contractor's program. The approach shall emphasize acquisition streamlining policies and procedures for developing innovative and cost-effective strategies to reduce time and cost while maintaining or improving product quality. A description of the contractor's Earned Value Management System (EVMS) plan, presented in sufficient detail to describe compliance and to permit Government surveillance, shall be available for Government review.

b. Contract Work Breakdown Structure (CWBS):

(1) The contractor shall create and submit a Contract Work Breakdown Structure (CWBS) in accordance with DI-MGMT-81334 with the proposal and update within 30 days of award of Task Orders and significant program events that warrant a CWBS modification. After the CWBS is approved by the Government, any changes will require written approval of the Procuring Contracting Officer.

(2) The contractor shall use the CWBS as a framework for contract technical and cost planning, scheduling, budgeting, and reporting to the Government.

(3) Subcontractors' CWBS elements will be identified in the prime contractor's CWBS. The name of the subcontractor will be included.

(4) Changes to Contractor's Performance Measurement System: if the contractor elects to change procedure during contract performance that in any way will affect CPR data reporting, the contractor shall submit a description of such changes for approval, with an explanation of the reasons for the changes to the ACO prior to implementing such changes.

c. Subcontract Reporting Requirements: The contractor shall require the subcontractor to furnish Cost/Schedule Status Reports in accordance with DFARS Clause 252.242-7005 (Cost/Schedule Status Report) in each case where a subcontract is other than firm-fixed-price, and either (a) has a dollar amount which is greater than \$6.3 million (FY2000 constant dollars) or (B) has critical tasks/risks relative to the contract. Critical tasks/risks will be defined by mutual agreement between the Government and the prime contractor. For subcontracts with a dollar value greater than \$1M but less than \$5M, the planned and actual performance of the subcontracts will be tied to valid indicators of progress such as measurable milestones, completion of identified work or proposed payment schedules directly related to accomplishment. These indicators of progress will be documented and available for Government review. The application of the Cost/Schedule Status Report to subcontracts with a dollar value greater than \$5M but less than the C/SSR dollar threshold will be determined by mutual agreement between the Government and the prime contractor. Each subcontractor's reported cost and schedule information and the prime contractor analysis of this information shall be incorporated into the prime contractor's CPR. Subcontractors' C/SSRs shall be forwarded to the Government MKV Program Office at the same time these reports are forwarded to the prime contractor.

d. Cost/Schedule Reporting Threshold: The CPR shall be reported IAW CWBS reporting levels. Variance analysis will address the top 5 program problems highlighting cause, impact, corrective action and expected recovery. The top three schedule drivers and top three cost drivers should be addressed if not identified among the top 5 program problems. Variance analyses for current period, cumulative-to-date and at-completion are required.

Earned value measurements shall be conducted in a discrete realistic manner limiting level of effort techniques to less than 25% of the performance measurement baseline.

e. Contract Funds Status Report (CFSR): In conjunction with the CPR, the contractor shall report by CLIN, by task order, by appropriation number, and by Government fiscal year.

f. Integrated Master Schedule (IMS): The contractor shall develop and maintain an automated and tiered critical path scheduling system in accordance with DI-MISC-81183A using MicroSoft Project 2000 software (or a more recent version if approved by the Government) showing all critical milestones and prerequisite events. Lower tiered schedules shall display increasing levels of detail down to the lowest manageable work unit. Major subcontractor schedules shall be integrated into the contractor’s scheduling system. Schedule milestones and activities which must be approved by the Government before changes will be determined by mutual agreement of the Government and contractor within 45 days following award of the task order. The contractor shall assess and document the degree of risk associated with the developed schedules. The schedules shall be structured to coincide with, and be identified by, the CWBS.

KEY PERSONNEL

a. The Contractor agrees that during the first ninety (90) days of the contract performance period no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual’s sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph b. below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.

b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer. All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the is contract.

c. Key personnel are defined as follows:

INDIVIDUAL

POSITION

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d. The Offeror agrees to assign to the contract those persons whose resumes were submitted with his proposal as key personnel as defined in paragraph c. above.

e. This clause does not, in any way, abrogate the contractor’s authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

GFF/GFE

Specific government furnished facilities, equipment and/or services will be specified in each individual task order.

EMRLS/TRLs/SWRLS

The Contractor will use a disciplined system engineering approach during his design and development of the MKV element and components. They will use Engineering Manufacturing Readiness Level (EMRL), Technology Readiness Level (TRL) and Software Readiness Level (SWRL) metrics as a standard maturity measurement of product hardware and software.

EMRLs, TRLs and SWRLs provide the framework for assessment of technology maturity, design maturity, manufacturing readiness and Contractor progress throughout the program. These metrics will serve as exit criteria for design reviews and the Block Capability Review.

The prime Contractor will continuously assess progress against EMRL, TRL and SWRL metrics to measure the progress of the MKV design and development. The Government and Contractor will agree upon a Contract Work Breakdown Structure (WBS) and format for the Contractor to report EMRL, TRL and SWRL updates to the Government. The Contractor will continually assess EMRLs, TRLs and SWRLs against the Contract WBS. The Contractor will assess EMRLs, TRLs and SWRLs "from the bottom up," from the lowest Contract WBS level to the highest level. The Contractor will direct all of the subcontractors to assess and report EMRL, TRL and SWRL status. The Contractor will incorporate subcontractor EMRL, TRL and SWRL assessments into the EMRL, TRL and SWRL reporting to the Government.

EMRL, TRL and SWRL shall be provided at all major design reviews in contractor format (CDRL A001).

## CLAUSES INCORPORATED BY FULL TEXT

## PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command  
ATTN: [REDACTED]  
P. O. Box 1500  
Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command  
ATTN: SMDC-PA  
P. O. Box 1500  
Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(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 may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT C - Distribution authorized to U.S. Government agencies and their contractors. Other request for this document shall be referred to USASMDC, SMDC-RD-TC-MT-K, PO Box 1500, Huntsville, AL 35807-3801.

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

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. 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 specified above would provide adequate

protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. The overall technical monitor and central point of contact for this contract is as follows:

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
[REDACTED]		

Individual task orders will have a designated task order monitor who will be authorized to provide technical direction on their task order.

b. Technical direction, 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 or individual task orders, defining interfaces between contractors; approving test plans; approving 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 direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of each task order, and, if this task order is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

#### YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

#### TREATY COMPLIANCE

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

#### TRAVEL

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

a. Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation

for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

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

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

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

#### INSURANCE

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

<u>TYPES OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
Defense Base Act (work outside U.S. only)	FAR 52.228-3
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability (Comprehensive) Bodily Injury per occurrence	\$500,000
Automobile Liability (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

#### INTERFACE SUPPORT

##### **ENABLING CLAUSE FOR BMD INTERFACE SUPPORT**

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

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

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

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

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	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
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003

52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
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	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	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
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5 (Dev)	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) DEVIATION	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7022	Restriction On Acquisition Of Polyacrylonitile (PAN) Carbon Fiber	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
252.227-7000	Non-estoppel	OCT 1966
252.227-7005 Alt I	License Term Alternate I	AUG 1984
252.227-7010	License to Other Government Agencies	AUG 1984
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
252.227-7014 Alt I	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) - Alternate I	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.234-7001	Earned Value Management System	MAR 1998
252.235-7003	Frequency Authorization	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000

252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through ninety-six months (8 years).

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

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

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$300,000,000;

(2) Any order for a combination of items in excess of \$300,000,000; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety-six (96) months.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[ [www.arnet.gov](http://www.arnet.gov) ]

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR           ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>ATCH#</u>	<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
1	Statement of Objectives, SW-KEID-13-03, "Miniature Kill Vehicle (MKV) System Development Contract"	20 Oct 03	6
2	LMSSC Statement of Work	12 Nov 03	31
3	Contract Data Requirements List (DD Form 1423) Exhibit A with Supplemental Information	24 Sep 03	35
4	Contract Security Classification Specification DD Form 254-E	14 Dec 03	6
5	LMSSC Small Business Comprehensive Test Plan	1 Nov 02	15
6	MKV Government Furnished Property (GFP) List	12 Nov 03	16
7.	List of Technical Data and Computer Software to be delivered with other than unlimited rights, incorporated by reference.	12 Nov 03	1
8	Department of Defense Ballistic Missile Defense Organization (BMDO) Security Classification Guide, Directive Number 5230-M incorporated herein by reference. Upon request, the Contracting Officer will provide.	27 Jan 00	74
9	U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88
10	Military Standard (MIL-STD) 1806, Marking Technical Data Prepared by or for the Department of Defense, incorporated herein by reference. Upon request, the Contracting Officer will provide.	1 Feb 90	43

Section K Representations, Certifications, and Other Statements of Offeror submitted by LMSSC in response to solicitation DASG60-03-R-0016 are hereby incorporated by reference.