AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DO-A70

PAGE 1 OF PAGES 37

2. CONTRACT (Proc. Inst. Ident.) NO.: H94003-04-D-0006

3. EFFECTIVE DATE: 08 Sep 2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 4UC4E001

5. ISSUED BY — CODE H94003

SE MICROELECTRONICS ACTIVITY
ACTING OFFICE
4234 54TH STREET
MCCLELLAN CA 95652-2100

6. ADMINISTERED BY (If other than Item 5) — CODE S0513A

DCMA SANTA ANA
34 CIVIC CENTER PLAZA
ROOM 813A
SANTA ANA CA 92712

SCD: C

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)

RAYTHEON TECHNICAL SERVICES COMPANY
PO BOX 9399
LONG BEACH CA 90810-0399

CODE 0REL4 — FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
NONE

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block 12

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0339

DFAS-COLUMBUS CENTER
CO-JW WEST ENTITLEMENT OPS
PO BOX 182381
COLUMBUS OH 43218-2381

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				**PART II - CONTRACT CLAUSES**	
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	23-32
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2-7			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	8	X	J	LIST OF ATTACHMENTS	33
X	D	PACKAGING AND MARKING	8			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	8-10		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	10				
X	G	CONTRACT ADMINISTRATION DATA	12-13		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	13-22		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number REF: H94003-04-R-4004-0001 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
KELLIE M. VALDEZ / CONTRACTING OFFICER
TEL: (916)231-1523 EMAIL: valdez@dmea.osd.mil

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Kellie M. Valdez
(Signature of Contracting Officer)

20C. DATE SIGNED: 07-Dec-2004

Section B - Supplies or Services and Prices

CONTRACT MINIMUM: $50,000.00

BASIC CONTRACT PERIOD MAXIMUM ITEMS 0001 – 0006:	$1,249,000,000.00
AWARD TERM OPTION 1 MAXIMUM ITEMS 0007 – 0012:	$1,551,300,000.00
AWARD TERM OPTION 2 MAXIMUM ITEMS 0013 – 0018:	$1,903,100,000.00
	$4,703,400,000.00

BASIC CONTRACT PERIOD: CONTRACT LINE ITEM NUMBERS (CLINS) 0001 - 0006

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			LO		NSP

DATA IAW EXHIBIT "A"
DD FORM 1423, AS REQUIRED BY INDIVIDUAL DELIVERY ORDERS
IN DIRECT SUPPORT OF CLINS 0002, 0003, AND 0004.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423

SCHEDULE I – COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	LO		

ENGINEERING SERVICES

ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900. TRAVEL WILL BE REIMBURSED IAW CLAUSE H-906.

FIXED FEE: (b)(PERCENT APPLICABLE TO ALL YEARS IN CONTRACT PERIOD. IN EACH DELIVERY ORDER, THE FEE SHALL BE ESTABLISHED AS A FIRM FIXED DOLLAR AMOUNT RATHER THAN AS A PERCENTAGE.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE II – FIRM FIXED PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	LO		

ENGINEERING SERVICES
ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE III – TIME & MATERIAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	LO		
	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	LO		
	MATERIAL REIMBURSABLE CONTRACTOR FURNISHED MATERIAL AND SUBCONTRACTING IN DIRECT SUPPORT OF CLIN 0004.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	LO		
	TRAVEL REIMBURSABLE CONTRACTOR FURNISHED TRAVEL AND PER DIEM IN DIRECT SUPPORT OF CLIN 0004.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

AWARD TERM OPTION 1: CLINS 0007 - 0012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			LO		NSP
AWARD TERM OPTION 1	DATA IAW EXHIBIT "A" DD FORM 1423, AS REQUIRED BY INDIVIDUAL DELIVERY ORDERS IN DIRECT SUPPORT OF CLINS 0008, 0009, AND 0010.				

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423

SCHEDULE I – COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	LO		
AWARD TERM OPTION 1	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900. TRAVEL WILL BE REIMBURSED IAW CLAUSE H-906.

FIXED FEE: (b)(4) PERCENT APPLICABLE TO ALL YEARS IN CONTRACT PERIOD. IN EACH DELIVERY ORDER, THE FEE SHALL BE ESTABLISHED AS A FIRM FIXED DOLLAR AMOUNT RATHER THAN AS A PERCENTAGE.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE II – FIRM FIXED PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	LO		
AWARD TERM OPTION 1	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE III – TIME & MATERIAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	LO		
AWARD TERM OPTION 1	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	LO		
AWARD TERM OPTION 1	MATERIAL REIMBURSABLE CONTRACTOR FURNISHED MATERIAL AND SUBCONTRACTING IN DIRECT SUPPORT OF CLIN 0010.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	LO		
AWARD TERM OPTION 1	TRAVEL REIMBURSABLE CONTRACTOR FURNISHED TRAVEL AND PER DIEM IN DIRECT SUPPORT OF CLIN 0010.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

AWARD TERM OPTION 2: CLINS 0013 - 0018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013			LO		NSP
AWARD TERM OPTION 2	DATA IAW EXHIBIT "A" DD FORM 1423, AS REQUIRED BY INDIVIDUAL DELIVERY ORDERS IN DIRECT SUPPORT OF CLINS 0014, 0015, AND 0016.				

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: DELIVERY IAW DD FORM 1423

SCHEDULE I – COST PLUS FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		1	LO		
AWARD TERM OPTION 2	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900. TRAVEL WILL BE REIMBURSED IAW CLAUSE H-906.

FIXED FEE: (b)(PERCENT APPLICABLE TO ALL YEARS IN CONTRACT PERIOD. IN EACH DELIVERY ORDER, THE FEE SHALL BE ESTABLISHED AS A FIRM FIXED DOLLAR AMOUNT RATHER THAN AS A PERCENTAGE.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE II – FIRM FIXED PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		1	LO		
AWARD TERM OPTION 2	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

FIXED PROFIT: IN EACH DELIVERY ORDER, THE PROFIT SHALL BE NEGOTIATED AS A FIRM FIXED DOLLAR AMOUNT.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

SCHEDULE III – TIME & MATERIAL

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		1	LO		
AWARD TERM OPTION 2	ENGINEERING SERVICES ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS.				

PROPOSAL PREPARATION SHALL BE MADE IAW APPLICABLE FPRA/FPRR RATES AND CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	LO		
AWARD TERM OPTION 2	MATERIAL REIMBURSABLE CONTRACTOR FURNISHED MATERIAL AND SUBCONTRACTING IN DIRECT SUPPORT OF CLIN 0016.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	LO		
AWARD TERM OPTION 2	TRAVEL REIMBURSABLE CONTRACTOR FURNISHED TRAVEL AND PER DIEM IN DIRECT SUPPORT OF CLIN 0016.				

PROPOSAL PREPARATION SHALL BE MADE IAW CLAUSE H-900.

(A) GOVERNMENT'S REQUIRED DELIVERY SCHEDULE: TO BE CITED ON EACH DELIVERY ORDER

Section C- Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT:

C-900 SPECIFICATIONS, STANDARDS AND DRAWINGS
(IAW FAR 10.008)

Specifications, standards or drawings (as applicable) are furnished/listed below:

CLINS	Specification, Standards and/or Attachments
All	Technical Requirements Document (11 Mar 04)

SPECIFIC TECHNICAL REQUIREMENTS (AS APPLICABLE) FOR EACH TASK WILL BE CITED ON INDIVIDUAL DELIVERY ORDERS ISSUED HEREUNDER.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT:

D-900 PACKAGING AND MARKING

Packaging requirements and marking requirements are IAW best commercial practices unless otherwise cited on individual delivery orders issued hereunder.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection of Supplies –Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-11	Higher-Level Contract Quality Requirement	FEB 1999
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

FOR THE ABOVE REFERENCED CLAUSES, THE FILL-INS ARE TO BE CITED (AS APPLICABLE) ON INDIVIDUAL DELIVERY ORDERS ISSUED HEREUNDER.

CLAUSES INCORPORATED BY FULL TEXT:

E-900 DD FORM 1423 DATA INSPECTION AND ACCEPTANCE
(IAW FAR 46.401(b) and 46.503)

The inspection and acceptance for data items are as shown on DD Form 1423 or equivalent attached to individual delivery orders issued hereunder.

E-901 INSPECTION AND ACCEPTANCE (Government Test)
(IAW FAR 46.401(b) and 46.503)

Applicable to First Article(s):
Preliminary inspection (if applicable) will be at
_____TBC_____
(Offeror insert plant or other source location(s))
with final inspection and acceptance at the destination(s) specified herein.
Applicable to Production Articles:
Inspection and acceptance will be at
_____TBC_____
(Offeror insert plant or other source location(s))

E-902 FIRST ARTICLE TEST, CERTIFICATION AND DISPOSITION REQUIREMENTS (Government Test) (IAW FAR 9.308-2)

a. Test criteria are as follows:
b. Disposition of the First Article shall be as follows:
Approved first articles will be forwarded to _____TBC_____.
Disapproved first articles will be returned to the contractor.

E-903 INSPECTION AND ACCEPTANCE (Contractor Test)
(IAW FAR 46.401(b) and 46.503)

Applicable to First Article(s) Test Report:

Preliminary inspection will be at
_____TBC_____
(Offeror insert plant or other source location(s))
with final inspection and acceptance at the destination(s) specified herein.
Applicable to Production Articles:
Inspection and acceptance will be at
_____TBC_____
(Offeror insert plant or other source location(s))

E-904 FIRST ARTICLE TEST/CERTIFICATION REPORT (Contractor Test)
(IAW FAR 9.308-2)

a. Test criteria (and certifications, IAW attached DD Form 1423, if applicable) are as follows:
b. Disposition, if any, of the First Article shall be as follows:
Approved first articles will be forwarded to _____TBC_____.
Disapproved first articles will be returned to the contractor.

E-905 INSPECTION AND ACCEPTANCE
(IAW FAR 46.401(b) and 46.503)

Inspection and acceptance of the (Services/Supplies) will be performed at _____TBC____ by _____TBC____.

NOTE: THE USE OF A FORM EQUIVALENT TO DD FORM 1423 MUST BE APPROVED BY THE PCO PRIOR TO USE.

TBC = TO BE CITED (AS APPLICABLE) ON INDIVIDUAL DELIVERY ORDERS ISSUED HEREUNDER.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.211-11	Liquidated Damages--Supplies, Services, or Research and Development	SEP 2000
52.211-16	Variation In Quantity	APR 1984
52.242-15 Alt I	Stop-Work Order Alternate I	AUG 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-30	F.O.B. Origin, Contractor's Facility	NOV 1991
52,247-34	F.O.B. Destination	JUL 1995
52.247-48	F.O.B. Destination—Evidence Of Shipment	JUL 1995
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-57	Transportation Transit Privilege Credits	APR 1984
52.247-60	Guaranteed Shipping Characteristics	DEC 1989
52.247-61	F.O.B. Origin—Minimum Size Of Shipments	APR 1984
52.247-65	F.O.B. Origin, Prepaid Freight—Small Package Shipments	JAN 1991

FOR THE ABOVE REFERENCED CLAUSES, THE FILL-INS ARE TO BE CITED (AS APPLICABLE) ON INDIVIDUAL DELIVERY ORDERS ISSUED HEREUNDER.

CLAUSES INCORPORATED BY FULL TEXT:

52.211-8 -- TIME OF DELIVERY ALTERNATE I (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
[*To be Cited on Individual Delivery Orders – as Applicable*]		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ ***[To be Cited on Individual Delivery Orders – as Applicable]***. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

(1) five calendar days for delivery of the award through the ordinary mails, or

(2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F-13 PLACE OF PERFORMANCE
(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s):

TO BE CITED ON INDIVIDUAL DELIVERY ORDERS.

F-900 RESERVED

F-901 PERIOD OF PERFORMANCE
(IAW FAR 11.401(a) and 11.403(a)(2))

Performance of tasks under CLINS 0001-0006, 0007 – 0012 (if Award Term Option 1 is exercised), and 0013-0018 (if Award Term Option 2 is exercised) will be as specified on DD Form 1155 orders. In accordance with FAR 52.216-18, 52.216-19 and 52.216-22, orders will be carried to completion provided sufficient monies are available and performance does not normally exceed 24 months beyond the ordering period. In the event completion of the order cannot be completed within the established time period, the order may be extended to a time and at terms agreeable to both parties.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT:

G-900 ACCOUNTING AND APPROPRIATION

Accounting and appropriation data (as applicable) for each task will be cited on individual delivery orders issued hereunder.

G-901 ACO DELEGATION

The ACO is authorized to and responsible for deobligation of any excess funds associated with performance of this contract.

G-902 REQUIRED ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

Per FAR 52.232-33, the following EFT information shall be completed by the offeror:

a) Contractor's name and remittance address:

Raytheon Technical Services Company LLC

File 71713

1000 West Temple Street

Los Angeles, CA 90074

b) Contractor's financial agent account number:

N/A

(For Automated Clearing House payments)

c) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent:

Bank of America

1850 Gateway Blvd.

Concord, CA 94520

(b)(4)

d) Contractor's account number and the type of account (checking, savings, or lockbox)

(b)(4)

(For Federal Reserve Wire Transfer system payments)

e) Name, address, telegraphic abbreviation, and 9-digit Routing Transit Number for the Contractor's financial agent:

Bank of America

Los Angeles, CA

(b)(4)

f) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment:

N/A

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT:

H-900 ORDERING PROCEDURES

(a) Delivery orders are centralized under this contract and may be issued only from the DMEA Contracting Office via any of the following pricing arrangements: Cost Plus Fixed Fee (CPFF), Firm Fixed Priced (FFP) or Time and Material (T&M).

(b) If a CPFF or T&M delivery order is to be issued, the contractor shall be required to submit a proposal with an estimated price. If a FFP delivery order is to be issued, the contractor shall submit a FFP proposal.

(c) Material, labor hours and other direct costs, such as travel, are to be negotiated prior to the issuance of a delivery order.

(d) On-site performance is defined as work performed on the contractor's facility (or facilities).

(e) Off-site performance is defined as work performed at the DMEA or at any other government installation.

(f) Cost Plus Fixed Fee (CPFF) delivery orders:

(1) Shall be priced in accordance with one of the following methods: a) using the applicable Forward Pricing Rate Agreements (FPRA) rates, or in the absence of an FPRA, b) using Forward Pricing Rate Recommendation (FPRR) rates, or in absence of an FPRR, c) using bid rates individually negotiated on each order, for the purpose of estimating a dollar ceiling. FPRA and FPRR rates will be accepted as proposed and represent the preferred method for task proposal pricing. The use of bid rates requires time-consuming proposal pricing and pre-negotiation preparations in addition to the actual negotiation and is considered to be detrimental to the rapid access to the resources of industry required for successful ATSP3 performance. The use of bid rates is therefore discouraged. ATSP3 Industry Partners (i.e. prime contractors) proposing bid rates for task proposals will be documented as a negative aspect of contractor performance via the DMEA Past Performance Review Process.

(2) At the time the order is placed, the rates described in (f)(1) a), b), c) above shall be used to establish the estimated cost of the order. The total estimated cost (labor, material, indirect costs excluding Facilities Capital Cost of Money (FCCM)) shall be multiplied by the fee percentage set forth in Section B, Line Item 0002 to determine the fixed fee, (total estimated cost times fixed fee percentage = fixed fee). The contractor may offer a lower fixed fee rate, than that shown in Section B, on individual delivery orders. In accordance with Title 10 United States Code, Section 2306, fee shall not exceed (b)(4). At the time the contractor submits a voucher for the effort expended, payment will be made on the basis of actual costs incurred.

(3) All delivery orders issued using the CPFF pricing arrangement are designated completion form IAW FAR 16.306(d)(1), unless otherwise stated in the individual delivery order. Per FAR 16.306(d)(3), a preference is made for the completion form when specific milestones can be adequately defined. Milestones shall accurately reflect performance and shall be accomplished within the period of performance for each delivery order issued hereunder. Completion form delivery orders result in a final deliverable accepted via DD form 250. A significant milestone is the final deliverable delivery date, which defines the completion of the period of performance.

(g) Firm Fixed Priced (FFP) delivery orders:

(1) Shall be priced in accordance with one of the following methods: a) using the applicable Forward Pricing Rate Agreements (FPRA) rates, or in the absence of an FPRA, b) using Forward Pricing Rate Recommendation (FPRR) rates, or in absence of an FPRR, c) using bid rates individually negotiated on each order. Material, labor hours and other direct costs are to be negotiated prior to issuance of a delivery order. FPRA and FPRR rates will be accepted as proposed and represent the preferred method for task proposal pricing. The use of bid rates requires time-consuming proposal pricing and pre-negotiation preparations in addition to the actual negotiation and is considered to be detrimental to the rapid access to the resources of industry required for successful ATSP3 performance. The use of bid rates is therefore discouraged. ATSP3 Industry Partners (i.e. prime contractors) proposing bid rates for task proposals will be documented as a negative aspect of contractor performance via the DMEA Past Performance Review Process.

(2) At the time the order is placed, the rates described in (g) (1) a), b), or c) above shall be used to establish the cost of the order. Profit percentage will be negotiated on each individual delivery order IAW the weighted guidelines methodology. The total cost (labor, material, indirect cost excluding Facilities Capital Cost of Money (FCCM)) shall be multiplied by the profit percentage to determine the firm fixed price for the order, (total cost times profit percentage = fixed profit).

(h) Time and Material (T&M) delivery orders:

(1) Shall be priced in accordance with labor rates proposed in response to each Contractual Engineering Task (CET) solicited to establish a ceiling price. The proposed rates shall be fully loaded to include all indirect rates plus profit, using a) using the applicable Forward Pricing Rate Agreements (FPRA) rates, or in the absence of an FPRA, b) using Forward Pricing Rate Recommendation (FPRR) rates, or in absence of an FPRR, c) using bid rates individually negotiated on each order, for the purpose of estimating a dollar ceiling. FPRA and FPRR rates will be accepted as proposed and represent the preferred method for task proposal pricing. The use of bid rates requires time-consuming proposal pricing and pre-negotiation preparations in addition to the actual negotiation and is

considered to be detrimental to the rapid access to the resources of industry required for successful ATSP3 performance. The use of bid rates is therefore discouraged. ATSP3 Industry Partners (i.e. prime contractors) proposing bid rates for task proposals will be documented as a negative aspect of contractor performance via the DMEA Past Performance Review Process.

(2) At the time the order is placed, these rates shall be used to establish a ceiling amount for the order.

(i) If a CPFF, FFP, or T&M order is to be issued and the proposal exceeds the then-applicable threshold figure established in 10 U.S.C. 2306a (currently $550,000.00), the contractor shall be required to certify, IAW 10 U.S.C. 2306a, that any cost or pricing data submitted is current, complete and accurate. If a CPFF, FFP, or T&M order is to be issued and the proposal is less than the then-applicable threshold figure established in 10 U.S.C. 2306a (currently $550,000.00), no certification procedures will be required. The contractor shall submit the required information for subcontractors IAW FAR 15.404-3 and DFARS 215.404-3.

(j) Each time the contractor submits a proposal for work under this contract, it must certify whether or not it has delivered or is obligated to deliver to the Government under a contract or subcontract, the same or substantially the same technical data requested. If so, the contract or subcontract and place of delivery shall be disclosed to the PCO in writing.

(k) RESERVED

(1) An "Individual contract plan" per FAR 52.219-9 covering the base contract period is required. Due to the variables associated with a multiple award, indefinite delivery, indefinite quantity contract structure offerors shall use (b)(4) for the total contract dollar amount.

(fill-ins based on offeror's approved subcontracting plan, to be completed at time of award by the Contracting Officer.)

The subcontracting plan contained in Raytheon Comprehensive Subcontracting Plan dated 23 Jan 04 is incorporated herein by reference.

(m) The following general procedures are established. These procedures are for all the pricing arrangements:

(1) The DMEA will provide each prime contractor a fair opportunity to be considered, in accordance with the clause at H-908.

(2) The PCO will formally furnish the selected contractor(s) a copy of the CET and formally request a proposal for the task. The contractor(s) may decline to submit a proposal in response to the contracting officer's formal request for proposal. To be considered for delivery order award, selected contractor(s) shall be required to furnish a proposal not later than **10** working days after the request or as specified with proposal request. The proposal may be based on a different pricing arrangement than requested. In accordance with FAR 52.216-27, the DMEA may elect to award a single delivery order or to award multiple delivery orders for the same or similar tasks to two or more contractors.

(3) The Contracting Officer is responsible for the determination of price reasonableness for the prime contract, including subcontracting costs per FAR 15.404-3, as supplemented by DFARS 215.404-3. Prime contractors shall conduct appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices and to include the results of these analyses in the price proposal; and when required by FAR 15.404-3(c), the prime contractor shall submit subcontractor cost or pricing data to the government as part of its own cost or pricing data. In the event the contractor is denied access to subcontractor records, the Contracting Officer shall be notified immediately.

(4) The Contracting Officer reserves the right to request an electronic spreadsheet, to be delivered concurrently with a task order proposal for the purposes of calculating the government negotiation objective and

documenting the final negotiated price. Electronic spreadsheets shall be compatible with the computer system used by the Contracting Officer at the time of proposal submission. Spreadsheets shall be interactive to the level of detail that the Contracting Officer requires, based on anticipated proposal exceptions. For example, if bid rates are proposed for two different calendar years, the spreadsheet shall be interactive such that the government objective for labor can be derived by multiplying labor hours by the objective rate for each labor category in each calendar year. If FPRA or FPRR rates are proposed, the spreadsheet can be summarized at the top-level as these "composite" rates will be accepted as proposed. In all cases, the number of labor hours shall be interactive such that the government negotiation objective can be derived for each individual labor category. Spreadsheets shall have no concealed formulas and be designed for simplicity and ease of use. Spreadsheets shall be arranged such that 3 columns are in alignment. These columns shall be labeled "Proposed", "Objective" and "Negotiated". The Contracting Officer reserves the right to request a written user guide with complete instructions and/or a tutorial.

(5) The cost of preparing any quotation or proposal in advance of receiving a delivery order for a CET is to be considered "Bid and Proposal (B&P) Cost" and therefore, is only chargeable to the appropriate indirect cost account. Under no circumstances are such B&P costs to be considered as direct costs chargeable to or reimbursable under either the basic contract or a delivery order that may be issued.

(6) The basic CLINs may be further subdivided into SUBCLINs to reflect specific requirements and/or fund restrictions. For example, CLINS 0002, 0003 and 0004 may be further subdivided into SUBCLINS for studies and analysis, design and development, software or any other subdivision necessary.

(n) The following general procedures for Task/Delivery Order Modifications under a Cost Plus Fixed Fee (CPFF) pricing arrangement have been established throughout the course of the ATSP series of contracts and are hereby documented for use in ATSP3.

(1) Downscope Modification: During the course of the performance of a CPFF-priced task, there may be occasions when some originally negotiated requirements are not capable of accomplishment for technical or practical reasons, or once underway are determined to be not reasonably capable of accomplishment within the negotiated dollar amount. To maximize the flexibility of the CPFF pricing structure, tasks may be downscoped to remove work effort. A downscope action is not considered to be any form of Termination, as that term is defined in FAR Part 49. In the event a downscope action is considered to be in the best interest of the government, a downscoped Contractual Engineering Task (CET) with requirements removed, will be provided to the contractor with a Request For Proposal (RFP) letter.

(A) If the intent of the government is to end the task effort at some point short of the originally negotiated tasking, the government objective is to obtain maximum value for the unexpended funds still remaining. The purpose of the downscope RFP is to solicit a review of the downscoped CET that details costs associated with the remaining contract effort to determine if the downscoped task can be completed within the available funding; or in the event the remaining funding is insufficient, make and support with cost detail, recommendations necessary to maximize value to the government.

(B) If the RFP cites a change in technical direction as the rationale, the objective of the proposal is to obtain the cost associated with the work effort removed. In many cases, the redefined task requirement(s) may be a combination of downscoping specific effort as well as adding additional scope in a new technical direction. The resulting proposal shall separately identify the cost associated with the downscope and the cost associated with the additional scope. The funds associated with the cost of the work effort removed may be applied to the additional scope, with any net difference being cited in the resulting modification.

(2) Cost Growth Modification: The CPFF Completion Form pricing structure is used in all ATSP3 CPFF tasks. In the event a task cannot be completed within the negotiated dollar amount due to cost growth, but is deemed by the government nevertheless worthy of completion, the contractor shall provide an estimate of funding necessary to complete the contractual requirement. If the funding is available, a Cost Growth Modification will be issued to obligate additional funding on a cost only basis - without fee, per FAR 16.306(d)(1). Until the additional funding is obligated, the Limitation of Funds clause 52.232-22 applies.

(3) Multiple Action Modifications: Existing tasks may be restructured by CET paragraph, such that on a paragraph by paragraph basis, an individual paragraph may be downscoped, increased in scope or incur cost growth. Cost estimates by paragraph will be used to derive an overall net change to the task and modified accordingly.

(4) Modifications and Bid & Proposal Expenses:

(A) After a delivery order has been awarded utilizing a cost reimbursement pricing structure, costs associated with modification proposal development are generally considered to be directly chargeable to the task when the modification is awarded. RFP letters soliciting modification proposals will bear the full delivery order number to facilitate accountability to the task.

(B) Historically, there have been rare circumstances, outside the control of DMEA and/or the government customer where funds are not available to execute a modification after proposal development expenses have been incurred. In the event a proposal does not result in a modification, such proposal development expenses shall not be reimbursed from funds obligated on the task. This action is taken in accordance with established financial accounting practices.

(o) In accordance with DFARS 252.227-7017, the offeror is required to identify in his proposal, and/or prior to committing to use, any such technical data which was developed at private expense and upon the use of which it desires to negotiate restrictions, and to state the nature of the proposed restrictions. Any restrictions on the government's use or disclosure of technical data under the contract must be set forth in an agreement made a part of the contract, either negotiated prior to award or included in a modification of the contract before such delivery. If no such technical data is identified, all deliverable data will be subject to unlimited rights.

H-901 ROLLING ADMISSIONS

During the terms of the Contracts, the government will reserve the right to periodically review the ATSP3 Prime Contracts to determine whether adding additional Prime Contractors will enhance the effectiveness of ATSP3. Market research/investigation by DMEA will be conducted to assess the current Technical Capability – Resources available in the marketplace. Based on the results of this market research/investigation, if it is in the best interest of the government, the Procuring Contracting Officer may conduct a new competition to add additional Prime Contractors.

H-902 DISPOSITION OF EXCESS ARTICLES

(a) Except where title was previously vested in the Government by operation of Law or by another clause of this contract, it is agreed that the Government shall take title to any or all excess prototype and/or pre-production articles generated under this contract. This includes excess articles generated because of application of Government, industry or vendor tolerance factors; articles scrapped during end item manufacture (piece parts, etc.); and all articles purchased under this contract.

(b) The Government will provide disposition instructions on each delivery order/task. If disposition instructions are not provided in individual delivery orders, the contractor shall contact the ACO to obtain disposition instructions.

H-903 TECHNICAL AND MANAGEMENT MEETING, LIMITATIONS

The Procuring Contracting Officer (PCO) is the only government representative authorized to change the terms and conditions of this contract or any orders issued hereunder. All recommendations, determinations, or decisions made at technical and management meetings held during the performance of this contract are subject to this principle. No request for equitable adjustment or claim, or payment for services, shall be allowed for altered terms or conditions of the contract based on the results of said meetings without PCO written approval and modification to the contract and/or delivery orders issued hereunder.

H-904 APPROVAL OF CONTRACTOR ACQUIRED PROPERTY (APPLICABLE TO T&M AND CPFF ORDERS ONLY)

Contractor purchases of supplies or equipment in support of this contract shall require prior approval by the Administrative Contracting Officer (ACO), or by the Supporting Administrative Contracting Officer when delegated, for purchases of items with unit cost of $1,000.00 or greater. All purchases shall be subject to the applicable policies and procedures prescribed in FAR Part 45, Government Property.

H-905 PERSONNEL QUALIFICATIONS

The contract personnel (contractor and subcontractor) qualification standards are as follows: The Contractor shall use personnel who possess more than three years of current directly related experience and a degree in a directly related discipline for work on this contract. Specifically, all engineering and scientific skill categories require a minimum of a 4-year degree from an accredited college or university in a directly related discipline. Additionally, all technician categories require a minimum of a 2-year degree in a directly related discipline. Clerical skill categories are exempt from these requirements. On a task by task basis, equivalent qualification standards can be substituted for these standards when approved in advance by the Contracting Officer. The PCO may audit personnel qualification for compliance at any time.

H-906 PAYMENT FOR TRAVEL/PER DIEM COSTS (CPFF & T&M)

(a) Contractor furnished domestic and/or overseas travel during performance of individual delivery orders is considered negotiated and approved upon issuance of a delivery order or modifications. Additional travel not negotiated shall be approved by the PCO prior to travel. Travel shall be reimbursed only when approved in advance by the contracting officer issuing the order.

(b) In accordance with FAR 31.205-46(a)(2), costs incurred by the contractor for approved travel, lodging, and meals for travel in direct support of a specific task order issued under CLIN 0002, 0006, 0008, 0012, 0014, 0018 shall be reimbursed to the extent that they do not exceed on a daily basis per diem rates set forth in the Joint Travel Regulations.

H-907 ENHANCED SUBCONTRACTING

The contractor shall manage the approved subcontracting plan in accordance with FAR 52.244-5, 52.219-8, 52.219-9, 52.219-24 and 52.219-25 to ensure subcontracting plan goals are met. The contractor shall report actual achievement of subcontracting dollars as a result of each task/delivery order in accordance with the specified CDRL. This information is obtained for DMEA internal use only and will not be used to determine compliance with overall "Comprehensive or Master Subcontracting Plans" or the "DOD Test Program Plans".

H-908 FAIR OPPORTUNITY TO BE CONSIDERED

(a) In accordance with Federal Acquisition Regulation (FAR) 16.504(a)(4)(iv) and 16.505(b)(1), awardees for orders under multiple award contracts will be given a fair opportunity for award of delivery orders. The Contracting Officer has broad discretion in the selection and will use such criteria as the ability of an awardee to provide the level of quality required based on unique or specialized knowledge in the area under consideration; achievement of social economic goals; previous performance under earlier, similar, or related tasking; capacity to handle additional effort; marketing effort; cost; and/or other factors deemed relevant to the award of a delivery order. Business opportunities will be communicated electronically.

(b) The DMEA Deputy Director is charged with the responsibility to ensure that all awardees are afforded a fair opportunity to be considered for award and has been designated the task order contract ombudsman. Written comments shall be addressed as follows:

ATSP3 Task Order Contract Ombudsman
Deputy Director
Defense Microelectronics Activity
4234 54th Street, Building 620
McClellan, CA 95652-2100

H-909 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY AND BASE SUPPORT
Pursuant to the "Government Property" clauses contained in the Basic Contract. The following GFP/GFI is provided as follows: **TO BE INDICATED ON INDIVIDUAL DELIVERY ORDERS.**

H-910 ORGANIZATIONAL CONFLICT OF INTEREST (IAW FAR 9.505)
(a) The contractor may gain access to proprietary information of other Companies during contract performance. To prevent conflicting roles, which may bias the contractor's judgment or objectivity, or to preclude the contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the contractor shall be restricted as follows. The contractor agrees to:

(1) Protect other company's proprietary information from unauthorized use or disclosure for as long as it is considered proprietary by the other company,
(2) Refrain from using the proprietary information for any purpose other than that for which it was furnished,
(3) Enter Company-to-Company agreements as necessary to comply, and
(4) Furnish copies of these agreements to the contracting officer for information purposes.

These agreements are not intended to protect information that is available to the Government or to the contractor from other sources and furnished voluntarily without restriction.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the contracting officer.

(c) The following descriptions or definitions apply:

(1) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, computer software, classified information, and sensitive financial information that may appear in cost and pricing data.

(2) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

(d) Associate Contractor Agreements may be required on an "as needed" basis.

H-911 CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254 (IAW FAR 4.04)

Measures taken to protect classified information, equipment and facilities (as applicable) for each task will be cited on individual delivery orders issued hereunder, via an attached DD Form 254.

H-912 SAFETY AND ACCIDENT PREVENTION
(a) In performing work under this contract on a Government installation, the contractor shall-

(1) Conform to the specific safety requirements established by this contract;

(2) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact the performance of this contract; and

(3) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

(b) If this contract is performed on an DOD installation, the applicable Occupational Safety and Health Standards in effect shall apply during the duration of such work. If contract performance is on other than a DOD installation, the Contractor shall comply with the safety rules of that Government installation, in effect during the duration of such work.

(c) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract and/or delivery order in accordance with the Default clause of this contract.

H-913 MAINTENANCE OF FORWARD PRICING RATE INFORMATION

(a) To facilitate rapid access to the resources of industry, the DMEA has aligned our task order pricing process with the standard practices of the Defense Contract Management Agency (DCMA). This organization provides pricing assistance to the DOD procurement community by publishing Forward Pricing Rate information. This information is in the form of an Agreement (FPRA) with the performing division or in the absence of an agreement, a rate Recommendation (FPRR) is published. The DMEA uses Forward Pricing Rate information to determine final price reasonableness for all task delivery orders. It is the desire of DMEA to maintain Forward Pricing Rate information for all performing divisions as a means of expediting the task order pricing process. Task order proposals utilizing FPRA or in the absence of an FPRA, FPRR rates will be accepted as proposed and represent the most expeditious means to determine a task order price as reasonable. Therefore performing organizations who enter into rate agreements with the DCMA and utilize agreed upon rates in task order proposals demonstrate a willingness to streamline the required price reasonableness determination process and represent a direct benefit to DMEA. The use of FPRA or FPRR rates in task order proposals is considered to be a positive aspect of performance.

(b) In an effort to maintain Forward Pricing Rate Information for all performing divisions, task order proposals shall include Forward Pricing Rate Information for the applicable performing division whenever new information becomes available.

H-914 ELECTRONIC MEDIA

It is the sole responsibility of the offeror to ensure that the electronic media communicating proposals are submitted virus free and can be opened and read by the government. If the electronic media cannot be opened, and read by the government, the offeror shall have 48 hours after notification of the same, to correct the deficiency. After that time, if the electronic media cannot be opened and read by the government, the offeror may be considered non-responsive and may render the offeror ineligible for award.

H-915 RESERVED

H-916 AWARD TERM PLAN

(a) The basic contract-ordering period is for five years. In addition to the terms set forth elsewhere in the contract, and in accordance with the Award Term Plan, the contractor may earn extensions to the contract period for up to ten years on the basis of performance.

(b) Award Term – The award term concept is an incentive that permits extensions of the contract period beyond the initial ordering period for superior performance.

(c) Term Extensions – Term extensions can be awarded, in accordance with the Award Term Plan, during each evaluation period on the basis of contractor's performance. Exercising Award Term Options is a unilateral right of the government and is not a contractor entitlement.

(d) Award Term Plan – The evaluation criteria and the associated award term extensions are specified in an award term plan. The criterion contained in this plan will result in an integrated assessment, as determined by a Term Determining Official (TDO). Specific criteria shall include, but not be limited to:

(1) Volume of tasks (total number of delivery orders awarded and/or dollars obligated).
(2) Past Performance evaluations of completed ATSP3 tasks.
(3) Small Business Subcontracting Effort.
(4) Business Process Effectiveness

(e) Award Term Options – The contract period may be modified to extend the term. The total contract ordering period, including extensions under this clause, shall not exceed fifteen years.

(f) Necessary Condition Precedent:

Continued Requirement is a Necessary Condition – The contracting Officer shall determine that a continued need for the engineering services covered by this contract exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the engineering services no longer exists will result in the government voiding any award terms earned. A determination regarding whether there is a continued need for the same engineering services may be made at any time. The Contracting Officer shall make a determination, at the time the option is exercised, that the then current state of law or regulation does not prohibit extending the term of the contract.

(g) Failure of Earned Award Terms is not a Termination as defined in FAR Part 49 – If at any time the Government does not authorize performance of a previously awarded term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary award term conditions have not been satisfied is not a termination for convenience. If this contract is terminated in accordance with the termination terms and conditions of this contract, the award term features of this contract shall no longer apply, and the performance period of this contract shall be as identified on the termination modification.

H-917 RESERVED

H-918 EXPORT CONTROL

(a) Equipment and technical data generated or delivered under this contract may be controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128 and/or the Export Administration Regulation (EAR). It is the responsibility of the contractor to determine if the services and/or supplies awarded under this contract are export controlled. If a determination is made that export control regulations apply, an export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Additionally, the Contractor shall notify the Contracting Officer and obtain written concurrence of the Contracting Officer prior to assigning or granting access to any work, equipment, or technical data generated or delivered under this contract to foreign persons or their representatives. The notification shall include the name and

country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (see DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

(b) For the purpose of this clause,

(1) Foreign person is any person who is not a citizen or national of the United States (U.S.), or lawfully admitted to the U.S. for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, international organizations, and foreign governments;

(2) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation or person;

(3) Foreign sources are those sources (vendors, subcontractors and suppliers) owned and controlled by a foreign person.

(c) If services and/or supplies under subcontracts are export controlled, the Contractor shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(d) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export controlled data and information.

H-919 CAGE CODE BASED AWARDS

To facilitate the rapid access to the resources of industry necessary to achieve the objectives of the ATSP3, offerors will be evaluated as a single CAGE Code based entity. A parent company may separately propose different divisions of the parent company as a prime offeror for both the initial source selection and for any future Rolling Admissions competition provided each has a unique CAGE code. Each proposal will be evaluated independently and may receive an award. For the purposes of competition, adequate price competition between two or more divisions of the same parent company will be determined not to exist.

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
52.204-7	Central Contractor Registration	OCT 2003
52.207-5	Option To Purchase Equipment	FEB 1995
52.209-3	First Article Approval—Contractor Testing	SEP 1989
52.209-3 Alt I	First Article Approval—Contractor Testing – Alternate I	JAN 1997
52.209-3 Alt II	First Article Approval—Contractor Testing – Alternate II	SEP 1989
52.209-4	First Article Approval—Government Testing	SEP 1989
52.209-4 Alt 1	First Article Approval—Government Testing—Alternate I	JAN 1997
52.209-4 Alt II	First Article Approval—Government Testing—Alternate II	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52,215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications *Alternate III*	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-18	Ordering	OCT 1995
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995

52.217-6	Option For Increased Quantity	MAR 1989
52.217-7	Option For Increased Quantity--Separately Priced Line Item	MAR 1989
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	JUN 2003
52.219-23 Alt I	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) Alternate I	JUN 2003
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52,222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certificate of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	OCT 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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984

52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act – Supplies	JUN 2003
52.225-3	Buy American Act-Free Trade Agreements – Israeli Trade Act	JAN 2004
52.225-5	Trade Agreements	JAN 2004
52.225-8	Duty Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-15	Sanctioned European Union Country End Products	FEB 2000
52.225-16	Sanctioned European Union Country Services	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-3	Patent Indemnity (JUL 1995) -- Alternate II	APR 1984
52.227-5	Waiver Of Indemnity	APR 1984
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.227-14 Alt III	Rights in Data--General (Jun 1987) - Alternate III	JUN 1987
52.227-14 Alt V	Rights in Data--General (Jun 1987) - Alternate V	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	JAN 1997
52.227-22	Major System -- Minimum Rights	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes—Foreign Fixed-Price Contracts	JUN 2003
52.229-8	Taxes—Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And Materials And Labor Hour Contracts	DEC 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-16 Alt III	Progress Payments (April 2003) *Alternate III*	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984

52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt 1	Assignment Of Claims Alternate 1	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-32	Performance-Based Payments	FEB 2002
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	OCT 2003
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
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-7	Indemnification And Medical Liability Insurance	JAN 1997
52.239-1	Privacy Or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
52.242-11	F.O.B. Origin--Government Bills Of Lading Or Indicia Mail	FEB 1993
52.242-12	Report of Shipment (REPSHIP)	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes – Fixed Price	AUG 1987
52.243-1 Alt III	Changes--Fixed Price (Aug 1987) - Alternate III	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
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	APR 2003
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed-Price Contracts)	MAY 2004
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Jun 2003) - Alternate I	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
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	JUN 2003
52.245-9	Use and Charges	APR 1984
52.245-17	Special Tooling	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-19	Warranty of Systems and Equipment Under Performance Specifications Or Design Criteria	MAY 2001
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria (MAY 2001) - Alternate I	APR 1984
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria (MAY 2001) - Alternate II	APR 1984
52.246-19	Warranty Of Systems And Equipment Under Performance Specifications Or Design Criteria (MAY 2001) - Alternate III	APR 1984
52.246-23	Limitation of Liability	Feb 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-24 Alt I	Limitation Of Liability--High-Value Items Alternate I	MAY 2001
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-67	Submission of Commercial Transportation Bills to the General Services Administration For Audit	JUN 1997
52.248-1	Value Engineering	FEB 2000
52.248-1	Value Engineering (FEB 2000) - Alternate I	APR 1984
52.249-1	Termination For Convenience Of The Government (Fixed Price)(Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7003	Item Identification And Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.219-7011	Notification to Delay Performance	JUN 1998
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7005	Identification Of Expenditures In The United States	APR 2002
252.225-7011	Restriction on Acquisition of Supercomputers	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7021	Trade Agreements	JAN 2004
252.225-7025	Restrictions On Acquisition of Forgings	APR 2003
252.225-7028	Exclusionary Policies and Practices of Foreign Government	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data – Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data – Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	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
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7007	Limitation Of Government's Obligation	AUG 1993
252.232-7007	Limitation Of Government's Obligation (AUG 1993) - Alternate I	AUG 1993
252.234-7001	Earned Value Management System	MAR 1998
252.235-7000	Indemnification Under 10 U. S. C. 2354 Fixed Price	DEC 1991
252.235-7001	Indemnification Under U. S. C. 2354--Cost Reimbursement	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991

252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.242-7006	Cost/Schedule Status Reports Plans	MAR 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7002	Revision Of Prices	DEC 1991
252.247-7023	Transportation Of Supplies By Sea	MAY 2002
252.247-7023	Transportation Of Supplies By Sea (MAY 2002) Alternate III	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

FOR THE ABOVE REFERENCED CLAUSES, THE FILL-INS ARE TO BE CITED (AS APPLICABLE) ON INDIVIDUAL DELIVERY ORDERS ISSUED HEREUNDER.

FOR THE ABOVE REFERENCED CLAUSE 52.216-18, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a)(first) date of award

(a)(second) the 60th month, the 61st month through the 120th month if Award Term Option 1 is exercised, and the 121st month through the 180th month if Award Term Option 2 is exercised

FOR THE ABOVE REFERENCED CLAUSE 52.216-19, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a) $5,000.00

(b)(1) $100,000,000.00

(b)(2) N/A

(b)(3) 30

FOR THE ABOVE REFERENCED CLAUSE 52.216-22, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(d) the 84th month, or the 144th month if Award Term Option 1 is exercised, or the 204th month if Award Term Option 2 is exercised.

FOR THE ABOVE REFERENCED CLAUSE 52.217-9, THE BLANK(S) ARE COMPLETED AS FOLLOWS:

(a)(first) 60 days

(a)(second) 60 days

(c) 15 years

CLAUSES INCORPORATED BY FULL TEXT:

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

52.222-42 -- STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	**Monetary Wage -- Fringe Benefits**
To be Cited on Individual Delivery Orders as Applicable	**To be Cited on Individual Delivery Orders as Applicable**

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **To be Cited on Individual Delivery Orders as Applicable** * days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either

(1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.223-9 – ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (AUG 2000)

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

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

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

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

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to **To be Cited on Individual Delivery Orders as Applicable** [*Contracting Officer complete in accordance with agency procedures*].

52.223-11 -- OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition. "Ozone-depleting substance,"* as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, invcluding, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II , including, but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

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

Section J – List of Documents, Exhibits and Other Attachments

Form #	Title	Date	Pages
N/A	Technical Requirements Document (TRD)	11 Mar 04	4

ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3)
Technical Requirements Document (TRD)
11 Mar 04

1.0 Scope

The Defense Microelectronics Activity (DMEA) mission is to leverage advanced technologies to extend the life of weapon systems. The DMEA provides technical and engineering support for transforming advanced technologies into weapon systems applications. Through the DMEA, advanced technologies are translated into solutions to resolve problems with obsolete, unreliable, unmaintainable, underperforming, or incapable electronics hardware and software. The DMEA manages an in-house capability to support advanced technologies within the Department of Defense (DoD).

To accomplish the mission, the DMEA has established a technical and management approach that provides rapid access to the DMEA in-house engineering capability and to pre-qualified contractors through the ATSP3 engineering services contract. This document defines the overall technical scope of the ATSP3 contract. Specific requirements will be defined, as they are identified, in contractual engineering tasks (CETs) / delivery orders (DOs) during the life of the ATSP3 contract. The ATSP3 contract supports requirements from the DoD, federal agencies, state governments, and properly approved foreign governments.

1.1 Technical Requirements

The primary technical requirements of the ATSP3 contract are to develop solutions to the reliability, maintainability, obsolescence, availability, supportability, manufacturability, capability, and performance needs or deficiencies of items that range in complexity from discrete electronics through integrated circuits, circuit boards, modules, assemblies, subsystems, systems, and systems of systems. ATSP3 engineering approaches include advanced technology engineering and advanced hardware and software system engineering. The ATSP3 contract includes all "direct" engineering activities (e.g., studies, analysis, design, code, simulation, fabrication, packaging/assembly, prototyping, integration, installation, testing, and limited production). The ATSP3 contract also includes all the "in-direct" technical, functional, and management activities necessary to successfully accomplish the "direct" engineering activities. The ATSP3 contract "in-direct" activities include systems engineering, program management, configuration management, quality assurance, system test and evaluation, certification, logistics support, training, warranties, development and management of data, operational site activation, and development of peculiar support equipment. The ATSP3 contract also includes DMEA Engineering Environment Enhancement/Support as a "direct" engineering activity.

1.2 Definitions

1.2.1 Advanced Technology

a. Advanced technology is defined as "new" state-of-the-art technologies, products and processes that are presently not widely used in mission critical systems as well as current state-of-the-practice microelectronics technologies, products and processes. Advanced technology includes advanced microelectronics technologies and the evolutionary developments of microelectronics technologies such as sub-micron electronics, spin electronics, nanoelectronics (nanotechnology), molecular electronics, bio-molecular electronics, and advanced electronics manufacturing technologies (1.2.3.)

b. Advanced technology engineering includes electronics hardware and software applications; software engineering/development; rapid prototyping of hardware and software; development of integrated toolsets and environments for design, fabrication, and test; process and manufacturing development; and the prototyping and limited production of both hardware and software. It includes the development of peculiar support equipment and an integration support capability for the products developed. Advanced technology engineering usually will result in performance improvements or a change in the performance envelope but can also be a form, fit, and/or function replacement.

1.2.2 Advanced Hardware and Software Systems

a. Advanced hardware and software systems are defined as stand-alone systems, integrated systems, imbedded systems, and systems of systems (e.g. systems that integrate new or existing systems.) Included are all hardware and software design, development, testing, integration, and evaluation activities. Advanced hardware and software systems may use both current and advanced technologies, and include large-scale integrated systems, Network-Centric Warfare systems (e.g., battlespace monitoring systems, battlespace management systems, C4ISR (command, control, communication, computers, intelligence, surveillance, and reconnaissance) systems), and data fusion systems (e.g., weather data systems).

b. Advanced hardware and software systems engineering includes all hardware and software design, development, testing, integration, and evaluation activities, rapid prototyping of systems hardware and software, and the prototyping and limited production of systems. It includes the development of peculiar support equipment and an integration support capability for the systems developed.

1.2.3 Advanced Electronics Manufacturing Technologies

Advanced electronics manufacturing is defined as manufacturing systems, methods, procedures, materials, and processes that produce both current and advanced technology electronics. Advanced electronic manufacturing technologies include micromechanical technologies, microelectronic machining, and microelectromechanical systems along with other evolutionary technologies.

1.2.4 Limited Production

Limited production will be ordered only when the Government considers it advantageous to do so. Limited production applies only to products developed by DMEA or on the ATSP3 contracts; other production (e.g., spares from build-to data) is not permitted. Typically the Government will order limited production as an interim measure prior to the competition of follow-on production, to take advantage of incidental production, or when determined to be more cost- or time-effective than follow-on production competition. Limited production is not considered follow-on production in the conventional sense.

1.2.5 DMEA Engineering Environment Enhancement/Support

DMEA Engineering Environment Enhancement/Support (E^3S) includes creating, enhancing, modifying, upgrading, and supporting DMEA engineering laboratory systems, methods, procedures, and processes. E^3S support is specifically limited to DMEA facilities. E^3S includes developing, providing, and implementing methods and strategies to leverage advanced technologies to extend the life of weapon systems. E^3S also includes providing technical interchange including written, verbal, and visual communication to enhance Government understanding of the contractors engineering systems, methods, procedures, processes, and accomplishments.

1.2.6 Terms

The terms “includes” and "including," as used in this document, means “includes, but is not limited to.”

1.2.7 Logistics Support

Logistics Support may be required for items, systems, methods, procedures, and processes when they are designed, developed, acquired, or provided on the ATSP3 contracts. Logistics support may occur during development and/or as a follow-on activity to development. Logistics support includes interim contractor support, extended engineering support, extended testing support, supplies, maintenance, repairs, operator training, and validation and correction of data. Logistics support will be specified as required in each CET/DO.

1.2.8 Training

Training may be required for items, systems, methods, procedures, and processes when they are designed, developed, acquired, or provided on the ATSP3 contracts. Training includes the services, materials, and technical interchange used to instruct personnel to acquire sufficient concepts, skills and aptitudes to efficiently and safely operate and maintain the items, systems, methods, procedures, and processes. Training also includes vendor training, familiarization, and orientation. Training will be specified as required in each CET/DO.

1.2.9 Warranties

Warranties may be required for items, systems, methods, procedures and processes when they are designed, developed, acquired, or provided on the ATSP3 contracts. Warranties will be specified as required in each CET/DO.

2.0 Reference Documents

Reference documents will be specified as required in each CET/DO.

2.1 Active Documents

Active specifications, standards, handbooks and other published documents may be required to fully define the characteristics of an electronic component. The contractor may be tasked to acquire and deliver needed active documents. Active documents will be specified as required in each CET/DO.

2.2 Inactive (Out-of-date, Superseded or Canceled) Documents

Due to the nature of solving electronic support problems, inactive, out-of-date, superseded, or canceled documents may be required to fully define the characteristics of many electronic components. Inactive specifications, standards, handbooks, source control, and other published documents will be specified as required in each CET/DO. The contractor may be tasked to acquire and deliver needed inactive documents. Copies of required inactive documents may be provided as Government furnished information when available.

3.0 Data

Data development, management, and delivery will be specified as required in each CET/DO.

3.1 Contract Data Requirements List (CDRL)

The Government may specify data requirements or the contractor may be requested to propose data requirements. Data requirements will be based on the needs of the Government and be in the form of a CDRL in each CET/DO. CDRLs will contain Data Item Descriptions (DID) whose content and format will be tailored in each CET/DO. Any DID that is active at the time the CET/DO is awarded can be required.

3.2 Reprocurement Data

Provide full reprocurement data when the Government considers it advantageous to do so. In each CET/DO, the Government will decide how much reprocurement data is required and the necessary formats. These decisions will be based on the needs of the Government, the cost-effectiveness of the alternatives, and in some cases will include consideration of data rights. The basic intent is to enable competition for follow-on production.

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
003-04-D-0006	0001	2004 Dec 09	5DF51101	DO A7

6. ISSUED BY CODE H94003
DEFENSE MICROELECTRONICS ACTIVITY
CONTRACTING OFFICE
4234 54TH STREET
MCCLELLAN CA 95652-2100

7. ADMINISTERED BY *(if other than 6)* CODE S0513A
DCMA SANTA ANA
34 CIVIC CENTER PLAZA
ROOM 813A
SANTA ANA CA 92712

8. DELIVERY FOB
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 0REL4 FACILITY
NAME AND ADDRESS
RAYTHEON TECHNICAL SERVICES COMPANY
PO BOX 9399
LONG BEACH CA 90810-0399

10. DELIVER TO FOB POINT BY (Date) *(YYYYMMMDD)*
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS
NONE

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

14. SHIP TO CODE H94003
DEFENSE MICROELECTRONICS ACTIVITY
ERIC PHILLIPS
DMEA/METD
4234 54TH STREET
MCCLELLAN CA 95652-2100

15. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS-COLUMBUS CENTER
CO-JW WEST ENTITLEMENT OPS
PO BOX 182381
COLUMBUS OH 43218-2381

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER

DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED *(YYYYMMMDD)*

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

** If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
TEL: (916)231-1528
EMAIL: feldhaus@dmea.osd.mil
BY: LAWRENCE J. FELDHAUS
CONTRACTING / ORDERING OFFICER

25. TOTAL $3,761,387.00
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE *(YYYYMMMDD)* | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

f. TELEPHONE NUMBER | g. E-MAIL ADDRESS

28. SHIP NO. | 29. DO VOUCHER NO. | 30. INITIALS

[ ] PARTIAL
[ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

36. I certify this account is correct and proper for payment.

a. DATE *(YYYYMMMDD)* | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

34. CHECK NUMBER

35. BILL OF LADING NO.

37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED *(YYYYMMMDD)* | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	LO	NSP	NSP

DATA IAW EXHIBIT "A"

CPFF

DD FORM 1423, AS REQUIRED BY DMEA CET 05-511 IN DIRECT SUPPORT OF ITEM 0002.

FOB: Destination

PURCHASE REQUEST NUMBER: 5DF51101

NOTE: THE USE OF THE DD FORM 1423 EQUIVALENTS AS SHOWN IN THE CET ARE APPROVED FOR USE ON THIS DELIVERY ORDER

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	LO		

ENGINEERING SERVICES

CPFF

ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS

FOB: Destination

PURCHASE REQUEST NUMBER: 5DF51101

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	$3,761,387.00
	$3,761,387.00

ACRN AA
CIN: 000000000000000000000000000000

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	1	Same as 0002	H94003
0002	31-JUL-2005	1	DEFENSE MICROELECTRONICS ACTIVITY (b)(6) DMEA/METD 4234 54TH STREET MCCLELLAN CA 95652-2100 916-231-1553 FOB: Destination	H94003

CLAUSES INCORPORATED BY FULL TEXT

F-13 PLACE OF PERFORMANCE
(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s):

Place(s) of Performance

(b)(2)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: (b)(4)
AMOUNT: $3,761,387.00
CIN 00000000000000000000000000000000: $3,761,387.00

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-900 – Data Rights

IAW Paragraph (n) the following is completed:

(b)(4)

[redacted]

H-909 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY AND BASE SUPPORT

Pursuant to the "Government Property" clauses contained in the Basic Contract. The following GFP/GFI is provided as follows: _____IAW CET Para 2.3_____

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2 -- Security Requirements (AUG 1996)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
Ethylene Glycol	107-21-1
Polydimethylsiloxane	63148-62-9

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS
(All listed attachments are at the end of this document)

FORM NR	TITLE	DATE	NR OF PAGES
N/A	CET DMEA 05-511	12/2/04	7
DD-254	DOD Contract Security Specification	041117	2

CET

CONTRACTUAL ENGINEERING TASK (CET)
DMEA 05-511
2 December 2004
(b)(6) **, DMEA/MEDS, (916) 231-1553**

1.1 TITLE: Millimeter Wave Non-Lethal Weapon (NLW) System Development

1.2 APPLICABILITY: US NAVAL SURFACE WARFARE CENTER-DAHLGREN DIVISION

1.3 BACKGROUND: Project SHERIFF is an Office of Force Transformation (OFT) initiative to develop and rapidly field a series of operational prototypes integrating multiple advanced technology lethal and non-lethal effectors, coupled with a variety of advanced sensors, mounted on existing armored vehicle platforms in order to provide a fundamentally new set of tactical capabilities for land combat.

The Project SHERIFF goal is to provide not only mobile, protected, and precision effects with scalable lethality, but also engagement sequences that are faster than current systems by an order of magnitude, making it a potentially paradigm-breaking capability package for combined arms warfare scenarios ranging from major combat operations to stability and peacekeeping operations.

In the near term, a key focus will be to develop millimeter-wave NLW technology as a potential counter to the operational challenges of close-range urban combat.

1.4 PURPOSE: The purpose of this CET is to design, develop, fabricate and test an advanced technology millimeter-wave NLW system suitable for (future) integration into armored vehicle platforms.

NOTE: Section 1 is for informational purposes only and has no contractual effect.

2.0 REFERENCED ITEMS:

2.1 GOVERNMENT DOCUMENTS: None.

2.2 OTHER DOCUMENTS: None.

2.3 GOVERNMENT FURNISHED INFORMATION:

Document No.	Document Date	Title/Description	Date Needed
N/A	29 March 2004	Draft Operational Concept Document for Project SHERIFF, rev. 3.	30 days after contract award
N/A	N/A	Performance Specifications for Project SHERIFF System.	30 days after contract award

3.0 REQUIREMENTS:

3.1 GENERAL REQUIREMENTS:

3.1.1 Use of Industry Standards: The contractor shall identify industry standards that apply to the efforts and deliverables of this CET and submit them for approval by the Government.

3.1.2 Contract Changes: All Government approval and direction covered under this task shall be conveyed by PCO letter. The contractor is not to take discussions about technical alternatives as contractual direction. Contract changes are only authorized through the contracting officers (ACO and PCO).

3.1.3 Notification of Rights: The contractor shall notify the Government if it intends to deliver items with other than unlimited rights.

3.1.4 Travel: The contractor is required to travel to accomplish this requirement. All travel requirements shall be identified in the proposal. Negotiated travel shall be approved upon delivery order award.

3.2 PROGRAM MANAGEMENT: The contractor shall perform requisite administrative, technical, and financial management functions during the course of this effort and shall maintain a status of their effort towards achieving CET objectives, including all technical activities and efforts, problems/deficiencies, recommended solutions, etc. The contractor shall identify significant program events or establish points of progress that will enable Government oversight of contractor progression towards program completion. The contractor shall develop a WBS referenced to a task matrix in sufficient detail to identify contractor and subcontractor responsibilities and shall provide a detailed cost breakdown, in contractor format, to the second level of the WBS. (X001)

3.2.1 Technical Interchange Meeting (TIM): The contractor shall conduct a kick-off meeting located at the contractor's facility within thirty (30) days after contract award where the Government will present its requirements and expectations. TIMs will be conducted as needed in the execution of the program. One (1) TIM must be scheduled prior to the initial system design review and a second TIM must be scheduled prior to system testing. The number, scheduling, and content of additional TIMs shall be mutually agreed upon between both the contractor and the Government. (X002).

3.3 ENGINEERING REQUIREMENTS: The contractor shall design, develop, fabricate and test an advanced technology millimeter-wave NLW system suitable for (future) integration into armored vehicle platforms. The contractor shall support the Government conducted design and risk assessments related to vehicle integration.

3.3.1 Millimeter-Wave NLW System Design: The contractor shall define the physical characteristics, subsystem components, and materials necessary to propose system designs. Design documentation shall include a matrix of alternative solutions, risk assessments, expected performance values and methods of measurement/evaluation, control systems, operator factors and operational envelope, and weapon system effectiveness. In lieu of a formal Technical Data Package (TDP), the contractor shall provide design documentation to support future system integration into armored vehicles. This shall include, at a minimum, fabrication drawings and materials, hardware and software parts lists and interfaces, software documentation, mechanical interfaces, and system power and cooling requirements traceable to the finalized requirements. [0](X003)

3.3.2 Project Reviews: The contractor shall conduct an initial design review and present the design options and recommendations developed in 3.3.1. After the initial design review, the contractor shall finalize and formalize the designs and performance specifications and conduct a final design review. The Government and contractor may conduct additional informal design reviews, as necessary, upon mutual agreement. (X004)

3.3.3 System Development and Test:

3.3.3.1 System Fabrication and Assembly: The contractor shall fabricate and assemble all the components and power and control systems of the final system design for up to six (6) operational prototypes.

3.3.3.2 Testing: The contractor shall develop test plans that evaluate and measure design specifications compliance, performance, controls and the effectiveness of the operating prototype system and its components. The contractor shall conduct the tests with Government representation. (X005)

3.3.3.3 Product Safety and System Testing: The contractor shall work with appropriate DoD organizations and operators to define safety items related to the millimeter wave components and systems. The contractor shall develop and conduct environmental and safety performance tests for the system and develop prototype operator/maintainer safety procedures. (X006)

3.3.3.4 Test Evaluation Report: The contractor shall evaluate the test results, summarize, and report the levels of success for all items tested in 3.3.3.2 and 3.3.3.3. (X004)

3.3.3.5 Assess Millimeter-Wave System Vehicle Integration: The contractor shall coordinate with Government to analyze potential integration concepts and associated issues related to integration of the completed millimeter-wave systems developed in 3.3.1 onto the Project SHERIFF vehicle.

3.3.4 Prototype Critical Spares: The contractor shall identify critical spares for the prototype system. (X004).

3.4 FINAL REPORT: The contractor shall summarize all work performed on this CET. This summary shall include final performance compared to plans, schedules, and costs, as well as significant technical accomplishments. (X007)

4.0 DATA ITEMS: The following CDRLs apply to this delivery order and shall be submitted as described below. Indicate on the cover of all delivered data the CET number, CET title, and the current DMEA Project Engineer name and office symbol. The contractor shall deliver electronic copies via e-mail in Microsoft Office Products or in Adobe PDF format to the address indicated. The email subject block shall contain the contract number, delivery order number, CDRL Title, and CDRL number.

1.	Sequence No:	X001
2.	Title:	Status Report
3.	Subtitle:	N/A
4.	Authority:	DI-MGMT-80368
5.	Contract Reference:	CET paragraph 3.2
6.	Requiring Office:	DMEA/MEDS
7.	DD 250 Required:	LT
8.	APP Code:	N/A
9.	Dist. Statement:	Statement B, US Government, NSWCDD
10.	Frequency:	Monthly
11.	As of:	See block 16
12.	First Submission:	15th calendar day of first full month after award
13.	Subsequent Submission:	15th calendar day of each month
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Block 11. For cost data, information presented shall be as of the contractor's normal financial month end date. For all other data, information shall be as of the end of the calendar month. Block 4. Contractor format acceptable. DI-MGMT-80368 paragraph 10.2.2.3, Itemized labor-hours and costs: Cost expenditures, itemized by labor, material and other direct costs (ODC) categories for the reporting period; total labor hours for the reporting period; total contractual expenditures, and funds remaining as of the reporting date.

1.	Sequence No:	X002
2.	Title:	Conference Minutes
3.	Subtitle:	Kick-Off Meeting; Technical Interchange Meetings
4.	Authority:	DI-ADMN-81250
5.	Contract Reference:	CET paragraph 3.2.1
6.	Requiring Office:	DMEA/MEDS
7.	DD 250 Required:	LT
8.	APP Code:	N/A
9.	Dist Statement:	Statement B, US Government, NSWCDD
10.	Frequency:	As Required
11.	As of:	N/A
12.	First Submission:	10 working days after each meeting
13.	Subsequent Submission:	N/A
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Contractor format acceptable.

1.	Sequence No:	X003
2.	Title:	Development Design Drawings & Assoc Lists
3.	Subtitle:	Level 1 Drawings
4.	Authority:	DI-DRPR-81002
5.	Contract Reference:	CET paragraph 3.3.1
6.	Requiring Office:	DMEA/MEDS
7.	DD 250 Req:	LT
8.	App Code:	N/A
9.	Dist Statement:	Statement B, US Government, NSWCDD
10.	Frequency:	2 Times
11.	As of Date:	N/A
12.	Date of First Submission	60 calendar days after completing CET 3.3.3.2
13.	Subsequent Submission:	Concurrent with Final Report
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Contractor format acceptable.

1.	Sequence No:	X004
2.	Title:	Technical Report – Study/Services
3.	Subtitle:	Interim Design Report; Final Design Report; Test Evaluation Report; Prototype Critical Spares Report
4.	Authority:	DI-MISC-80508
5.	Contract Reference:	CET paragraph 3.3.2; 3.3.3.4; 3.3.4
6.	Requiring Office:	DMEA/MEDS
7.	DD 250 Required:	LT
8.	APP Code:	N/A
9.	Dist Statement:	Statement B, US Government, NSWCDD
10.	Frequency:	As Required
11.	As of:	N/A
12.	First Submission:	Initial Design Report: 15 working days after Initial Design Review Final Design Report: 15 working days after Final Design Review Test Evaluation Report: 15 working days after completing CET 3.3.3.2 Prototype Critical Spares Report: 15 working days after Final Design Review
13.	Subsequent Submission:	N/A
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Contractor format acceptable.

1.	Sequence Number	X005
2.	Title	Test Requirements Document
3.	Subtitle	N/A
4.	Authority	DI-ATTS-80041A
5.	Contract Reference	CET paragraph 3.3.3.2
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Statement B, US Government, NSWCDD
10.	Frequency	2 Times
11.	As of	N/A
12.	Date of First Submission	Concurrent with Initial Design Review
13.	Date of Subsequent Submissions	Concurrent with Final Design Review
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor format acceptable

1.	Sequence Number	X006
2.	Title	Safety Assessment Report
3.	Subtitle	N/A
4.	Authority	DI-SAFT-80102B
5.	Contract Reference	CET paragraph 3.3.3.3
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Statement B, US Government, NSWCDD
10.	Frequency	1 Time
11.	As of	N/A
12.	Date of First Submission	Concurrent with Initial Design Review
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor format acceptable

1.	Sequence No:	X007
2.	Title:	Technical Report- Study/Services
3.	Subtitle:	Final Report
4.	Authority:	DI-MISC-80508
5.	Contract Reference:	CET paragraph 3.4
6.	Req Office:	DMEA/MEDS
7.	DD 250 Req:	DD
8.	App Code:	N/A
9.	Dist Statement:	Statement B, US Government, NSWCDD
10.	Frequency:	1 Time
11.	As of Date:	N/A
12.	Date of First Submission:	10 days prior to task completion
13.	Date of Subsequent Submission:	N/A
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Contractor format acceptable

Distribution List:

Code	Copies (regular/reproducible/electronic)	POC Address
DMEA/MEDS	0/0/1	DMEA/MEDS Attn: (b)(6) 4235 54th Street McClellan, CA 95652-2100 (b)(6) @dmea.osd.mil
NSWCDD	0/0/1	NAVAL Surface Warfare Center - Dahlgren Division, G22 Attn: (b)(6) 17320 Dahlgren Road Dahlgren, VA 22448-5100 (b)(6) @nswc.navy.mil
DMEA/MEOP (ATSP Office)	Monthly Status Report, 0/0/1 Meeting Minutes, 0/0/1 Cover letters for all CDRL items: 0/0/1	DMEA/MEOP ATSP Program Office Attn: ATSP Manager 4234 54th Street McClellan, CA 95652-2100 atsp@dmea.osd.mil
DMEA/MEOP (PCO)	Monthly Status Reports, 0/0/1 Meeting Minutes: 0/0/1 Cover letters for all CDRL items: 0/0/1	DMEA/MEOP Contracting Attn: (b)(6) 4234 54th Street McClellan, CA 95652-2100 (b)(1) @dmea.osd.mil
DCMA Raytheon Los Angeles (ACO)	0/0/1	DCMA-Los Angeles Attn: (b)(6) 2000 E. Imperial Highway El Segundo CA 90215 (b)(6) @dcma.mil

5.0 ENGINEERING TECHNICAL POINTS OF CONTACT:

DMEA/MEDS Project Engineer:
(b)(6)
Voice: (916) 231-1553
Fax: (916) 231-2807
(b)(6) @dmea.osd.mil

NWSCDD Project Office:
(b)(6)
Voice: (540) 653-4168
Fax:
(b)(6) @nswc.navy.mil

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.	2. DELIVERY ORDER/ CALL NO.	3. DATE OF ORDER/CALL (YYYYMMMDD)	4. REQ./ PURCH. REQUEST NO.	5. PRIORITY
003-04-D-0006	0011	2005 Sep 22	5DF57001	DO A7

6. ISSUED BY CODE H94003
DEFENSE MICROELECTRONICS ACTIVITY
CONTRACTING OFFICE
4234 54TH STREET
MCCLELLAN CA 95652-2100

7. ADMINISTERED BY *(if other than 6)* CODE S0513A
DCMA SANTA ANA
34 CIVIC CENTER PLAZA
ROOM 813A
SANTA ANA CA 92712

8. DELIVERY FOB
[X] DESTINATION
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 0REL4 FACILITY
NAME AND ADDRESS
RAYTHEON TECHNICAL SERVICES COMPANY
PO BOX 9399
LONG BEACH CA 90810-0399

10. DELIVER TO FOB POINT BY (Date) *(YYYYMMMDD)*
SEE SCHEDULE

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS
NONE

13. MAIL INVOICES TO THE ADDRESS IN BLOCK
See Item 15

14. SHIP TO CODE
SEE SCHEDULE

15. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS-COLUMBUS CENTER
CO-JW WEST ENTITLEMENT OPS
PO BOX 182381
COLUMBUS OH 43218-2381

MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

16. TYPE OF ORDER
DELIVERY/CALL [X] This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
PURCHASE [ ] Reference your quote dated
Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED *(YYYYMMMDD)*

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
	SEE SCHEDULE				

** If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.*

24. UNITED STATES OF AMERICA
TEL: (916)231-1523
EMAIL: valdez@dmea.osd.mil
BY: KELLIE M. VALDEZ
Kellie M. Valdez
CONTRACTING / ORDERING OFFICER

25. TOTAL $13,909,578.00
26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE *(YYYYMMMDD)* | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

f. TELEPHONE NUMBER | g. E-MAIL ADDRESS

36. I certify this account is correct and proper for payment.
a. DATE *(YYYYMMMDD)* | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

28. SHIP NO.
[ ] PARTIAL
[ ] FINAL
31. PAYMENT
[ ] COMPLETE
[ ] PARTIAL
[ ] FINAL

29. DO VOUCHER NO.
32. PAID BY

30. INITIALS
33. AMOUNT VERIFIED CORRECT FOR
34. CHECK NUMBER
35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED *(YYYYMMMDD)*	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			LO		NSP

DATA IAW EXHIBIT "A"

CPFF

DD FORM 1423, AS REQUIRED BY INDIVIDUAL DELIVERY ORDERS IN DIRECT SUPPORT OF CLINS 0002, 0003, AND 0004.

NOTE: THE USE OF THE DD FORM 1423 EQUIVALENTS AS SHOWN IN THE CET ARE APPROVED FOR USE ON THIS DELIVERY ORDER.

FOB: Destination

PURCHASE REQUEST NUMBER: 5DF57001

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			LO		

ENGINEERING SERVICES

CPFF

ENGINEERING SERVICES IN SUPPORT OF ADVANCED TECHNOLOGY SUPPORT PROGRAM III (ATSP3) IN ACCORDANCE WITH TECHNICAL REQUIREMENTS DOCUMENT (11 MAR 04) AND DELIVERY ORDERS

FOB: Destination

PURCHASE REQUEST NUMBER: 5DF57001

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		1	LO		

Engineering Services
CPFF
CET Paragraph 3.3.6 Prototype Test & Evaluation
FOB: Destination
PURCHASE REQUEST NUMBER: 5DF57001

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	$1,140,927.00

ACRN AA $1,140,927.00
CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		1	LO		

Engineering Services
CPFF
CET Paragraph 3.3.7 PDA
FOB: Destination
PURCHASE REQUEST NUMBER: 5DF57001

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	$447,328.00

ACRN AB $447,328.00
CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		1	LO		

Engineering Services
CPFF
CET Paragraph 3.3.9 Eagle Eye
FOB: Destination
PURCHASE REQUEST NUMBER: 5DF57001

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	$8,794,081.00
ACRN AC	$8,794,081.00

CIN: 0000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		1	LO		

Engineering Services
CPFF
All CET Paragraphs Except 3.3.6, 3.3.8 & 3.3.9
FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	$3,527,242.00
ACRN AD	$1,900,000.00

CIN: 0000000000000000000000000000

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	IAW CET	IAW CET	IAW CET	IAW CET
0002	IAW CET	IAW CET	IAW CET	IAW CET
0002AA	31-MAR-2006	1	DEFENSE MICROELECTRONICS ACTIVITY (b)(6) DMEA/MEDS 4234 54TH STREET MCCLELLAN CA 95652-2100 916-231-1640 FOB: Destination	H94003
0002AB	31-MAR-2006	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H94003
0002AC	31-MAR-2006	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H94003
0002AD	31-MAR-2006	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H94003

CLAUSES INCORPORATED BY FULL TEXT

F-13 PLACE OF PERFORMANCE
(IAW FAR 11.401(a))

Services under this contract are required to be performed at the following location(s):

Place(s) of Performance
(b)(2)

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: (b)(4)
AMOUNT: (b)(4)
(b)(4)

AB: (b)(4)
AMOUNT: (b)(4)
(b)(4)

AC: (b)(4)
AMOUNT (b)(4)
(b)(4)

AD: (b)(4)
AMOUNT: (b)(4)
(b)(4)

CLAUSES INCORPORATED BY FULL TEXT

In accordance with FAR 52.232-22 and FAR 32.705-2(c), the Limitation of Funds is equal to the total funds obligated.

NOTICE TO PAYMENT OFFICE:

PAYMENTS SHALL BE MADE FROM THE OLDEST FUNDS UNTIL EXHAUSTED PRIOR TO BEGINNING PAYMENT FROM NEWER FISCAL YEAR FUNDS.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-900 – Data Rights

IAW Paragraph (n) the following is completed:

(b)(4)

(b)(4)

H-909 IDENTIFICATION OF GOVERNMENT FURNISHED PROPERTY AND BASE SUPPORT

Pursuant to the "Government Property" clauses contained in the Basic Contract. The following GFP/GFI is provided as follows: IAW CET Paragraph 2.3

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2005
252.251-7000	Ordering From Government Supply Sources	NOV 2004

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J
LIST OF ATTACHMENTS
(All listed attachments are at the end of this document)

FORM NR	TITLE	DATE	NR OF PAGES
N/A	CET DMEA 05-570	9/21/05	16
DD Form 254	Contract Security Specification	20050920	6

CONTRACTUAL ENGINEERING TASK (CET)
DMEA 05-570
21 September 2005
Bill Pope, DMEA/MEDS, 916.231.1640

1.0 SCOPE

1.1 TITLE: Persistent Surveillance and Dissemination System of Systems (PSDS2)

1.2 APPLICABILITY: US Army, PM-Night Vision (PMNV)

1.3 BACKGROUND: Persistent Surveillance, Dissemination System of Systems (PSDS2) ties together existing sensors into a common architecture to produce actionable information for troops in a hostile environment. It uses existing message formats and standards to the greatest extent possible, and expands upon existing Army functional communications architectures such as AFATDS and FBCB2 to enable sensors to share information. U.S. and Coalition forces in the Iraqi theater (ITO) are being threatened by insurgent mortars, Manportable Air Defense (MANPAD) rockets, Improvised Explosive Devices (IED) and insurgent operations that adversely impact mission operations and jeopardize soldiers' lives. The need for a real time detection of enemy direct and indirect fire threats and for the assembly of the threats into a common operating picture was established in 2003 and endorsed by the CENTCOM Commander and the Office of the Secretary of Defense in January 2004. To satisfy this urgent and compelling need for a persistent intelligence, surveillance and reconnaissance (ISR) capability, Project Manager Night Vision/Reconnaissance, Surveillance, and Target Acquisition (NV/RSTA) identified the PSDS2 system capability for rapid acquisition and fielding.

1.4 PURPOSE: The purpose of this task is to design, develop, fabricate, test and support a prototype PSDS2 system under a spiral development model. The system will undergo in-theatre operational prototype testing and demonstration to validate system capabilities.

NOTE: Paragraphs 1.0 through 1.4 are informational and have no contractual effect.

2.0 REFERENCE DOCUMENTS AND ITEMS: None.

2.1 GOVERNMENT DOCUMENTS: None.

2.2 OTHER DOCUMENTS:

Contractor Support in a Crisis Situation (Appendix 1)

2.3 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION: None.

ITEM NR	DESC	QTY	DATE NEEDED
1	PDA's	1 Lot	15 days ARO
2	PSDS2 System 2	1 Ea.	15 days ARO
3	PDA infrastructure (comms/power/etc.)	1 Lot	15 days ARO
4	Rapid Aerostat Initial Deployment (RAID) System and Tower	1 Lot	15 days ARO
5	MSTAR System	1 Lot	15 days ARO
6	CZTS Interfacing Systems	1 Lot	15 days ARO
7	CZTS Infrastructure (comms/power/etc.)	1 Lot	15 days ARO
8	NS-Microwave Sensor System (cameras, server)	1 Lot	15 days ARO
9	Man Portable Air Defense System (MANPADS) Component: PTDS (Counter MANPADS),	1 Lot	15 days ARO

	including JSWS Plus Sensor System		
10	Force XXI Battle Command Battalion/Brigade and Below /Blue Force Tracker (FBCB2/BFT) Sensor System	1 Lot	15 days ARO
11	Advanced Field Artillery Tactical Data System (AFATDS) Sensor System	1 Lot	15 days ARO
12	Military Intelligence Analysis systems/capabilities	1 Lot	15 days ARO
13	MX-20 Sensor Systems	1 Lot	15 days ARO
14	C/JMTK (Commercial Joint Mapping Tool Kit) software and licenses for Solaris operating system	8 Ea.	15 days ARO
15	Symantec Intruder software and licenses for Solaris operating system	8 Ea.	15 days ARO
16	Oracle (version 9i) software and licenses for Solaris operating system	8 Ea.	15 days ARO
17	Sample Yuma Georegistration Data	1 Lot	15 days ARO
18	3D Yuma-site Model Data	1 Lot	15 days ARO
19	CAC Cards and identification cards and tags required for deployment	1 Lot	Prior to deployment
20	Government Identification Cards specific to facilities / posts / compounds where contractors will be working	1 Lot	Prior to deployment
21	Status of Forces Agreement Protection where appropriate	1 Lot	If required
22	CRC Training prior to deployment if required	1 Lot	Prior to deployment
23	Government required personal protection equipment including protective gear. Adequate military equipment and supplies as required to operate in the designated area. Military individual equipment may include nuclear, biological, and chemical defensive equipment, as well as body armor.	1 Lot	Prior to deployment
24	Government Invitational Travel Orders, Letter of Accreditation or Individual Travel Orders (DD Form 1610), or equivalent	1 Lot	Prior to deployment
25	Government Transportation from Kuwait to Baghdad and as necessary for movement in to /out of theater of operations and with in AOR as required	1 Lot	When required
26	Force Protection, including adequate security, lodging and subsistence as required while in the imminent danger area	1 Lot	As required
27	Acceptable living conditions, quarters, subsistence, sanitary facilities, mail delivery, laundry service, emergency notification and other available support afforded to the Government	1 Lot	As required
28	Office work space including desk, phone, etc	1 Lot	As required
29	Office work consumables / supplies, including paper, pencils, etc	1 Lot	As required
30	Training and Licensing to operate military owned or leased equipment and vehicles, as appropriate	1 Lot	As required

31	Access to all Government facilities required to perform the mission	As required
32	Access to US Medical Facilities for Medical Treatment as required on a cost reimbursable basis	As required
33	Access to US Dental Facilities for Dental Treatment as required on a cost reimbursable basis	As required
34	Access to Commissary Facilities	As required
35	Access to Exchange Facilities	As required
36	Access to Operations Morale, Welfare and Recreation services	As required

3.0 REQUIREMENTS:

3.1 GENERAL REQUIREMENTS:

3.1.1 Use of Industry Standards: The contractor shall identify industry standards that apply to the efforts and deliverables of this CET and submit them for approval by the government.

3.1.2 Contract Changes: All government approval and direction covered under this task shall be conveyed by PCO letter. The contractor is not to take discussions about technical alternatives as contractual direction. Contract changes are only authorized through the contracting officers (ACO and PCO).

3.1.3 Notification of Rights: The contractor shall notify the government if it intends to deliver items with other than unlimited rights.

3.1.4 Travel: The contractor is required to travel to accomplish this requirement. Negotiated travel shall be approved upon delivery order award. Additional travel is authorized only upon written approval by the PCO.

3.2 PROGRAM MANAGEMENT: The contractor shall perform requisite administrative, technical, and financial management functions during the course of this effort and shall maintain a status of their effort towards achieving CET objectives, including all technical activities and efforts, problems/deficiencies, recommended solutions, etc. The contractor shall identify significant program events or establish points of progress that will enable government oversight of contractor progression towards program completion. (X001, DI-MGMT-80368) (X002, DI-MGMT-81468)

3.2.1 Technical Interchange Meetings (TIM) and Integrated Product Team (IPT) Meetings: The contractor shall conduct technical interchange meetings (TIMs) and integrated product team (IPT) meetings, as necessary, in the performance of this task. These meetings shall be scheduled when there is need for technical interchange between the government and the contractor. Meeting content will be mutually agreed to prior to the meeting. Copies of all presentation materials shall be available at each meeting and be attached to the minutes. The contractor shall conduct meetings at the contractor's facility, any mutually agreed upon location or via teleconference. (X003, DI-ADMN-81250)

3.3 ENGINEERING REQUIREMENTS: The contractor shall design, develop, fabricate, and test a PSDS2 prototype system under a spiral development model. The contractor will execute the PSDS2 spiral development as tailored by the Government for Quick Reaction Capability (QRC) in order to provide rapid response to in-theater war fighter needs.

3.3.1 Engineering Analyses: The contractor develop a PSDS2 concept of operations and Tactics Techniques and Procedures. The contractor shall analyze requirements and define/allocate prototype system performance requirements. The contractor shall define the spiral process that will be used to develop the PSDS2 systems. The spiral process shall include systems engineering analyses and be tailored to the QRC model. The contractor shall conduct trade studies to analyze design alternatives. The contractor shall conduct system test planning and coordination and support Government test planning and coordination. The contractor shall complete a baseline PSDS2 system design for the system configuration at the start of the contract. (X004, DI-MISC-80508)

3.3.2 Design Reviews The contractor shall conduct design reviews as required for the defined spiral process. The purpose of the reviews is to communicate and gain concurrence that there is a sound structure of the designs. During the reviews, the contractor shall provide appropriately detailed design information. As part of the reviews, the contractor shall evaluate and support Government evaluation of the design and test requirements considering such factors as those identified during the spiral definitions.

The contractor shall identify all on-going and planned design activities that are necessary to satisfy the requirements of this spiral. The contractor shall present details of PSDS2 interfaces. Entrance and exit criteria, and content, of the reviews shall be mutually agreed upon by the contractor and Government and finalized prior to the specific review. (X005, DI-ADMN-81250)

3.3.3 System Development and Integration: The contractor shall develop and integrate the PSDS2 prototype system(s) to meet the requirements and spiral definitions developed in Para 3.3.1 through a tailored systems engineering approach. The contractor shall submit planned modifications to the baseline developed in Para 3.3.1 through Engineering Change Proposals (ECPs) to the Governments Configuration Control Board (CCB) prior to detailed design for Government concurrence. The contractor shall acquire, develop, fabricate, and assemble all developmental items, including all hardware, software and data configuration items as specified in the product baseline. The contractor shall support final approval and modification of the baselines for PSDS2 spirals through the Government Change Configuration Control Board (CCB) through submittal of final designs and test results. Individual system software and hardware baselines already maintained by the Government for associated components of the PSDS2 integration effort shall be monitored by the contractor. The contractor shall not violate or alter these baselines without prior approval from the Government. Software and Hardware baseline configurations for all other platforms, systems, subsystems and items acquired under this contract by the contractor shall be identified and maintained by the contractor. (X006, DI-MCCR-80700, X009 DI-SESS-81002C, X010 DI-CMAN-80639C)

3.3.4 Developmental Test: The contractor shall develop and update the test plan to support the spiral development process. The contractor shall perform developmental testing (DT), integration and regression testing, and operational assessment as specified by the test plan. Test and evaluation (T&E) shall be coordinated with government test personnel and at facilities designated by the government. Issues identified during testing will be resolved in consultation with the Government engineering lead. (X007, DI-MISC-80508)

3.3.5 Site Survey and Installation: The contractor shall conduct a site survey in collaboration with Government to determine the location(s) and support needs for prototype system installation and testing requirements. The contractor shall transport and install the PSDS2 prototype system(s) at the chosen site(s). The contractor shall coordinate with in-theater command and support staff to ensure that necessary facilities and infrastructure will be available to support transportation and installation for achieving a fully functional capability.

3.3.6 Prototype System Testing, Demonstration and Evaluation: The contractor shall conduct an in-theatre demonstration and testing evaluation to validate prototype system functionality and operation, leading to Full Operational Capability (FOC). The contractor shall provide all necessary technical support, familiarization, technical

documentation, training resources, and operational support during the testing and demonstration. The demonstration and evaluation shall verify Information Assurance (IA) capability, sensor interfaces, system performance and mission support capability against system of systems performance requirements identified in para 3.3.1. Any technical or operational issues identified during the demonstration and evaluation phase shall be identified by the contractor and solutions developed and implemented in collaboration with Government personnel. The contractor shall report the results of the demonstration and evaluation through email as results are identified and documented in the Monthly Status Reports. The contractor shall provide support to the Government and to the component system(s) as requested to resolve identified issues. The contractor shall also monitor all aspects of supportability for all component systems connected to PSDS2 and provide the resulting information in the Monthly Status Reports.

3.3.7 Integration of Joint Intelligence Operations Center (JIOC) Personal Data Assistants (PDA) The contractor shall support Government definition of and develop the defined interfaces between the Persistent Surveillance and Dissemination System of Systems (PSDS2) and JIOC PDAs. The contractor shall submit via ECP for Government approval to conduct design, hardware or software upgrades to PSDS2 that are deemed necessary to ensure reliable operation of this interface. After approval, the contractor shall design, develop, fabricate, and integrate the upgrades that are approved. The contractor shall describe changes made to PSDS2 as a result of this upgrade in an update to the Technical Data and Software report. (X006, DI-MCCR-80700, X009 DI-SESS-81002C, X010 DI-CMAN-80639C)

3.3.8 reserved

3.3.9 Persistent Surveillance and Dissemination System of Systems (PSDS2) Miniaturization Upgrade The contractor shall support Government definition of and develop the defined systems and interfaces to support the Rapid Equipping Force project "Eagle Eye." The contractor shall support definition of the PSDS2 technical effort to support "Eagle Eye", and, once approved, proceed with design, development, fabrication, integration support, and testing of the PSDS2 components as with other spirals defined within this CET. The contractor shall describe changes made to PSDS2 as a result of this upgrade in an update to the Technical Data and Software report. (X006, DI-MCCR-80700, X009 DI-SESS-81002C, X010 DI-CMAN-80639C)

3.3.10 reserved

3.4 FINAL REPORT: The contractor shall summarize all work performed on this CET. This summary shall include final performance compared to plans, schedules, and costs, as well as significant technical accomplishments. (X008, DI-MISC-80508)

4.0 DATA ITEMS: The following CDRLs apply to this delivery order and shall be submitted as described below. Indicate on the cover of all delivered data the CET number, CET title, and the current DMEA Project Engineer name and office symbol. The contractor shall deliver electronic copies via e-mail in Microsoft Office Products or in Adobe PDF format to the address indicated. The email subject block shall contain the contract number, delivery order number, CDRL Title, and CDRL number.

1.	Sequence Number	X001
2.	Title	Status Report
3.	Subtitle	Monthly Status Report

4.	Authority	DI-MGMT-80368
5.	Contract Reference	Para. 3.2
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	A/R
11.	As of	See Block 16
12.	Date of First Submission	15th calendar day of first full month after award
13.	Date of Subsequent Submission	15th calendar day of each month
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Block 11. For cost data, information presented shall be as of the contractor's normal financial month end date. For all other data, information shall be as of the end of the calendar month. Block 4. Contractor format acceptable. DI-MGMT-80368 paragraph 10.2.2.3, Itemized labor-hours and costs: Cost expenditures, itemized by labor, material and other direct costs (ODC) categories for the reporting period; total labor hours for the reporting period; total contractual expenditures, and funds remaining as of the reporting date.

1.	Sequence Number	X002
2.	Title	Cost Funds Status Report (CFSR)
3.	Subtitle	
4.	Authority	DI-MGMT-81468
5.	Contract Reference	CET Para 3.2
6.	Requiring Office	PM NV/RSTA
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority
10.	Frequency	Monthly
11.	As of	N/A
12.	Date of First Submission	15th calendar day of first full month after award
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor format acceptable.

1.	Sequence Number	X003
2.	Title	Conference Minutes
3.	Subtitle	TIM Minutes
4.	Authority	DI-ADMN-81250
5.	Contract Reference	Para. 3.2.1
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM

		NV/RSTA or higher authority.
10.	Frequency	ASREQ
11.	As of	N/A
12.	Date of First Submission	10 Calendar Days after TIM
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable.

1.	Sequence Number	X004
2.	Title	Technical Report - Study/Services
3.	Subtitle	Systems Engineering Analyses
4.	Authority	DI-MISC-80508
5.	Contract Reference	Para 3.3.1,
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	ASREQ
11.	As of	N/A
12.	Date of First Submission	10 days prior to TIM
13.	Date of Subsequent Submission	ASREQ
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable.

1.	Sequence Number	X005
2.	Title	Conference Minutes
3.	Subtitle	System Design Review (SDR) Minutes
4.	Authority	DI-ADMN-81250
5.	Contract Reference	Para. 3.3.2
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	ASREQ
11.	As of	N/A
12.	Date of First Submission	10 Calendar Days after SDR
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable.

1.	Sequence No:	X006
2.	Title:	Computer Software Product End Items

3.	Subtitle:	Technical Data and Software
4.	Authority:	DI-MCCR-80700
5.	Contract Reference:	CET Para. 3.3.3, 3.3.7, , 3.3.9
6.	Req. Office:	DMEA/MEDS
7.	DD 250 Req.:	LT
8.	App Code:	N/A
9.	Dist Statement Req:	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency:	1 TIME
11.	As Of:	N/A
12.	First Submission:	See Blk 16
13.	Subsequent Submission:	See Blk 16
14.	Distribution:	See Distribution List
15.	Total:	See Distribution List
16.	Remarks:	Contractor format acceptable Content of submission shall include: completely detailed technical data relating to all items, components and processes developed; all non-commercial computer software used in the system, in both source and object code format, and all computer software documentation related thereto; and all commercial computer software used in the system and software documentation related thereto. Format shall be contractor defined. Applicable rights shall be clearly identified on each separable item. Blk 10: Data shall be submitted One time. Updates shall be submitted as required subsequent to the first submission. Blk 12: First submittal shall be within 15 days after successful completion of test. Blk 13: Subsequent submissions shall be within 30 days after implementation of the changes in the delivered PSDS2.

1.	Sequence Number	X007
2.	Title	Technical Report - Study/Services
3.	Subtitle	Test Plan
4.	Authority	DI-MISC-80508
5.	Contract Reference	Para 3.3.4
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	1 TIME
11.	As of	N/A
12.	Date of First Submission	At completion of system development
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable

1.	Sequence Number	X008

2.	Title	Technical Report - Study/Services
3.	Subtitle	Final Report
4.	Authority	DI-MISC-80508
5.	Contract Reference	Para 3.4
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	DD
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	1 TIME
11.	As of	N/A
12.	Date of First Submission	10 days prior to the end of the Period of Performance indicated in Section B of the Delivery Order
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable

1.	Sequence Number	X009
2.	Title	Development Design Drawings/Models and Associated Lists
3.	Subtitle	Design Drawings
4.	Authority	DI-SESS-81002C
5.	Contract Reference	CET Para. 3.3.3, 3.3.7, 3.3.9
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	ASREQ
11.	As of	N/A
12.	Date of First Submission	At completion of system development
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Format as specified on the TDP Option Selection Worksheet

1.	Sequence Number	X010
2.	Title	Engineer Change Proposal
3.	Subtitle	ECP
4.	Authority	DI-CMAN-80639C
5.	Contract Reference	CET Para. 3.3.3, 3.3.7, 3.3.9
6.	Requiring Office	DMEA/MEDS
7.	DD 250 Req.	LT
8.	App Code	N/A
9.	Distribution Statement Req'd	Distribution Statement F: Further distribution only as directed by PM NV/RSTA or higher authority.
10.	Frequency	ASREQ
11.	As of	N/A

12.	Date of First Submission	At completion of system development
13.	Date of Subsequent Submission	N/A
14.	Distribution	See Distribution List
15.	Total	See Distribution List
16.	Remarks	Contractor Format Acceptable in MS Word or PDF formats.

4.1 DISTRIBUTION LIST:

Code	Copies (regular/reproducible/electr.)	Address
DMEA/MEDS	All CDRLs: 0/0/1	DMEA/MEDS Attn: (b)(6) 4234 54th Street McClellan, CA 95652 Email: (b)(6) @dmea.osd.mil
PM NV/RSTA	All CDRLs: 0/0/1	PM NV/RSTA Attn: (b)(6) 10221 Burbeck Road Ft. Belvoir, VA 22060 Email: (b)(6) @nvl.army.mil
DMEA/MEOP (ATSP PMO)	Monthly Status Reports: 0/0/1 Meeting Minutes: 0/0/1 Final report: 0/0/1	DMEA/MEOP Attn: (b)(6) 4234 54th Street McClellan, CA 95652 Email: (b)(6) @dmea.osd.mil
DMEA/MEOP (PCO)	Monthly Status Reports: 0/0/1 Meeting Minutes: 0/0/1 Cover letters for all CDRL items: 0/0/1	DMEA/MEOP Attn: (b)(6) 4234 54th Street McClellan, CA 95652 Email: (b)(6) @dmea.osd.mil
DCMA Raytheon LA (ACO)	All CDRLs: 0/0/1	DCMA Raytheon Los Angeles Attn: (b)(6) 2000 East Imperial Highway El Segundo, CA 90245 Email: (b)(6) @dcma.mil

5.0 ENGINEERING TECHNICAL POINT OF CONTACT:

DMEA/ MEDS
(b)(6)
Voice: (916) 231-1640
FAX: (916) 231-2840
Email: (b)(6) @dmea.osd.mil

PM NV/RSTA
(b)(6)
Voice: (703) 704-2661
FAX: (703) 704-3449
Email: (b)(6) @nvl.army.mil

Appendix 1 Contractor Support in a Crisis Situation

1.0 -- Purpose

The contractor shall provide contractor support in a crisis situation for U.S. Department of Defense, in support of Office of Special Technology; meeting requirements of Office of the Under Secretary of Defense for Intelligence (OUSD(I)), Director for Special Technology, and Assistant Secretary of Defense Networks and Information Integration (ASDNII) in accordance with the provisions of this contract and the resultant scope

2.0 -- Obligation

The contractor's obligation in providing contractor support in a crisis situation is limited to providing its reasonable best efforts to provide personnel to deploy with a military unit in a crisis situation that could involve hostilities. The contractor's subsequent inability to provide personnel is an excusable delay and the contract cannot be terminated for default as a result thereof. Except when required by statute, contractor personnel will not be subject to the Uniform Code of Military Justice, including, without limitation, the absence/desertion provisions of the code.

3.0 -- Definition of Terms

"Contractor Personnel" includes all agents, personnel, and subcontractors of the contractor, Network Centric Systems, Raytheon Systems Development Company (RSDC), and Raytheon Technical Services Company LLC.

"Crisis Situation" means any emergency so declared by the National Command Authority or the overseas combatant or Theater Commander, whether or not U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism, hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to U.S. Government Department of Defense (DoD) interests.

"Combat Related Tasks" means any aggressive offensive hostile action against an enemy of the United States other than actions directly related to self-defense.

"Contract", for purposes of this clause, refers to this particular ATSP3 Delivery Order.

"Contracting Officer", for the purposes of this clause, includes the Government Contracting Officer's technical representatives and the Government Contracting Officer's designated representatives.

4.0 -- Additional Clauses

4.1 Contractor personnel are entitled to Worker's Compensation under the Defense Base Act as provided for in the clauses below. The version of the Defense Base Act in effect at contract award will be the basis for the mutually agreed upon contract price. In the event the Defense Base Act is amended or revoked during the performance of the contract, the contractor shall be entitled to an equitable adjustment in the price, schedule, or terms and conditions of this contract.

4.2 The following clauses are hereby added to the contract:

- FAR 52.228-3 Worker's Compensation Insurance (Defense Base Act)
- DFAR 252.225-7043 Antiterrorism and Force Protection

5.0 -- Management

5.0.1 The contractor shall ensure that all contractor personnel, including subcontractors, comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

5.0.2 The contractor shall comply, and shall ensure that all deployed contractor personnel comply, with pertinent Service and DoD directives, policies, and procedures. The contractor shall also ensure compliance with all federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

5.0.3 The contractor shall take reasonable steps to ensure the professional conduct of its personnel and subcontractors.

5.0.4 The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor personnel performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

5.0.5 The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor personnel failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

5.1 -- Accounting for Personnel

5.1.1 As directed by the Theater Commander, the contractor shall report its personnel, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.
5.1.2 Contractor personnel shall be assigned to the Logistics Support Element for administrative and personnel reporting purposes and shall comply with the reporting instructions of the Logistics Support Element commander.
5.2 -- Risk Assessment and Mitigation
5.2.1 The contractor will prepare plans for support of military operations as required by the Contracting Officer or task orders.
5.2.2 For badging and access purposes, the contractor will provide the Government with a list of all personnel (including qualified contractors and/or local vendors being used in the area of operations) with all required identification and documentation information. Changes/updates will be coordinated with Government.
5.2.3 As required by the operational situation, the Government will relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S State Department has responsibility for evacuation of non-essential personnel.
5.2.4 The contractor will brief its personnel regarding the potential danger, stress, physical hardships and field living conditions.
5.2.5 The contractor will require all its personnel to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the personnel deploy in support of military operations. 5.2.6 The contractor will designate a point of contact for all of its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operational issues with the deployed force.
5.2.7 The Government will use its best efforts to cause the host country or pertinent third parties or countries to minimize delays in transporting personnel, parts and materials for the contractor.
5.2.8 The Government will facilitate the establishment of required lines of communication to allow the contractor to communicate with locations necessary to perform the requirements of this scope of work.

5.3 -- Force Protection
5.3.1 While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to contractor personnel. 5.3.2 Contractor personnel accompanying U.S. Armed Forces may be subject to hostile actions. If captured, the status of contractor personnel will depend on the type of conflict, applicability of any relevant international agreements, and the nature of the hostile force. The full protections, granted to Prisoners of War (POW) under the Geneva (1949) and Hague (1907) Conventions apply only during international armed conflicts between the signatories to these conventions. Therefore, contractor personnel status will depend on the specific circumstances of an operation. When the United States is a participant in an international armed conflict, contractor personnel are entitled to be protected as POWs if captured by a force that is a Geneva/Hague convention signatory. To ensure proper treatment, contractor personnel will be provided with a Geneva Conventions (DD Form 489) or similar identification card. Contractor personnel will be considered at least GS-12 equivalents for this purpose.
5.4 -- Vehicle and Equipment Operation
5.4.1 The contractor shall ensure personnel possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the orders against the Statement of Work.
5.4.2 Before operating any military owned or leased equipment, the contractor personnel shall provide proof of license (issued by an appropriate governmental authority) to the Contracting Officer or his/her representative.
5.4.3 The Government, at its discretion, may train and license contractor personnel to operate military owned or leased equipment.
5.4.4 The contractor may be held liable for all damages resulting from willful misconduct in the operation of military owned or leased equipment.
5.5 -- Response Time, On-Call Duty or Extended Hours
5.5.1 The contractor, upon issuance of a Delivery Order, modification, or equivalent order by the Contracting Officer or his/her designated representative, shall effect all actions necessary to ensure all required personnel and equipment are at the location(s) identified and at the times specified in the Delivery Order, modification or equivalent order.

5.5.2 The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer or his/her designated representative.
5.5.4 The contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.
5.5.5 The Contracting Officer may negotiate an equitable adjustment to the contract consistent with pre-award cost negotiations concerning extended hours, surges, and overtime requirements.
5.5.6 The on-site work schedule associated with this requirement is level of effort in-country support to the Government based on a 72 hour workweek for planning and execution purposes.
5.6 -- Clothing and Equipment Issue
5.6.1 The contractor shall ensure that contractor personnel possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.
5.6.2 Contractors accompanying the force are not authorized to wear military uniforms, except for specific items required for safety and security. If required, the Government shall provide to the contractor all military unique organizational clothing and individual equipment. Types of organizational clothing and individual equipment may include Nuclear, Biological, and Chemical defensive equipment.
5.6.2.1 Upon receipt of organizational clothing and individual equipment, the contractor shall assume responsibility and accountability for these items.
5.6.2.2 The contractor or subcontractor personnel shall sign for all issued organizational clothing and individual equipment, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
5.6.2.3 The Contracting Officer will require the contractor to reimburse the Government for organizational clothing and individual equipment lost or damaged due to the contractor's willful misconduct.
5.7 -- Legal Assistance
5.7.1 The contractor will ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills and other estate planning instruments as well as with any necessary powers of attorney prior to deployment processing and/or deployment.
5.7.2 While contractor personnel are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, the Government shall provide legal assistance in accordance with the following conditions and as permissible under Military Department Regulations.
5.7.2.1 The legal assistance is in accordance with applicable international or host nation agreements.
5.7.2.2 The legal assistance is limited and ministerial in nature (for example, witnessing signatures on documents and providing notary services), legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DoD civilian attorneys.
5.8 -- Central Processing and Departure Point
5.8.1 The Government is responsible for providing information on all requirements necessary for deployment. For any contractor personnel determined by the Government at the deployment processing site to be non-deployable, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided to meet the re-scheduled deployment timeline as determined by the Contracting Officer.
5.8.2 The Government shall identify to the contractor all required mission training and the location of the required training.
5.8.3 The Government shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.
5.8.4 The Government, if required by appropriate regulations shall provide contractor personnel with CDE familiarization training for the performance of mission essential tasks in designated high threat countries. This training will be commensurate with the training provided to DoD civilian personnel.
5.9 -- Standard Identification Cards
5.9.1 The Government shall identify to the contractor all identification cards and tags required for deployment and shall inform the contractor where the identification cards and tags are to be issued.
5.10.2 The Government shall coordinate for issuance of required identification cards and tags for all contractor personnel not processing through a Replacement Center.

5.10.3 Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the Government.
5.11 -- Medical
5.11.1 The Government shall provide the contractor with all physical and medical requirements and standards necessary for deployment. The Government shall reimburse the contractor for all physical and medical evaluation costs due to Government requirements that are above normal physical and medical evaluation requirements.
5.11.3 The Government may require medical screening at the CONUS Replacement Center. This may include DNA sampling and immunizations for Contractors/Subcontractors deploying OCONUS.
5.11.4 For any deployed contractor personnel determined by the Government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied for the specific personnel in question, a replacement, having equivalent qualifications and skills, shall be provided as determined by the Contracting Officer.
5.11.5 The Government shall provide emergency medical and emergency dental care to contractor personnel deployed in a theater of operations. The Government may provide, as necessary, routine medical and dental care, on a cost reimbursable basis, to contractor personnel deployed in a theater of operations commensurate with the care provided to DoD civilian deployed in the theater of operations. If the Government does not provide routine medical and dental care to contractor personnel deployed in a theater of operations commensurate with the care provided to DoD civilian deployed in the theater of operations, the contractor may be entitled to an equitable adjustment.
5.11.6 The Government shall provide injections against biological and chemical warfare to contractor personnel as appropriate.
5.11.7 Deploying civilian contractor/subcontractor personnel shall carry with them a minimum of a 30-day supply of any medication they require.
5.12 -- Weapons and Training

5.12.1 In no event shall the contractor or subcontractor personnel be required to perform Combat Related Tasks.
5.12.2 Whether contractor personnel will be permitted to carry a Government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the area of operations. The Government may choose to issue military specification, personal weapons and ammunition (M9 Pistols) for self-defense to the contractor personnel. Acceptance of weapons by contractor personnel is at the discretion of the contractor and the contractor personnel. When accepted, contractor personnel are responsible for using the weapon in accordance with the applicable rules governing the use of force. The contractor personnel must be aware that they may incur civil and criminal liability, both under host nation law or U.S. criminal and civil law, for improper or illegal use of the weapons. Also when accepted, only military issued ammunition may be used in the weapon.
5.12.2 Prior to issuing any weapons to contractor personnel, the Government shall provide the contractor personnel with weapons familiarization training commensurate to training provided to Department of Defense civilian personnel. The Theater Commander is responsible to ensure that armed contractors receive training in the rules of engagement, the rule governing the use of force, and the law of war.
5.12.3 The contractor shall ensure that its personnel adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.
5.12.4 Upon redeployment or notification by the Government, the contractor shall ensure that all Government issued weapons and ammunition are returned to Government control.
5.12.5 Contractor will screen contractor personnel, and Subcontractors, to ensure that personnel may be issued a weapon in accordance with U.S. or applicable host nation laws. Evidence of screening will be presented to the Contracting Officer.
5.13 -- Passports, Visas, Customs and Travel Orders
5.13.1 The contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer for contractor personnel.
5.13.2 All contractor personnel shall be subject to the customs processing procedures, laws, agreements and duties of the country in which they are working.
5.13.3 The Government will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of contractor personnel.
5.13.4 The Government will supply the contractor with a Letter of Accreditation or Individual Travel Orders (DD Form 1610), or its equivalent, when necessary in the performance of the contract in a crisis situation.

5.14 -- Reception, Staging, Onward Movement and Integration
5.14.1 Upon arrival in the area of operations, contractor personnel will receive Reception, Staging, Onward movement and Integration (RSO&I), as directed by the Theater Commander or his/her designated representative through the Contracting Officer or his/her designated representative.
5.14.2 The contractor should be prepared to move material and equipment using Government transportation and comply with applicable transportation regulations, such as MILSTAMP, etc., for safety, packaging, tie-down, etc.
5.15 -- Living Under Field Conditions
The Government shall provide to contractor personnel deployed in the Theater of Operations the equivalent field living conditions, quarters, subsistence, sanitary facilities, mail delivery, laundry service, emergency notification, and other available support afforded to Government personnel and military personnel in the theater of operations.
5.16 -- Morale, Welfare, and Recreation
The Government shall provide contractor personnel deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations providing the appropriate commander approves.
5.17 -- Status of Forces Agreement
5.17.1 Contractor personnel shall be granted Status of Forces Agreement protection where appropriate.
5.17.2 The Government shall inform the contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.
5.17.3 The contractor is responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc. of any applicable SOFAs, and similar agreements. The contractor will inform the Contracting Officer of any impacts of these agreements.
5.17.4 The contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.
5.17.5 The contractor is responsible for providing the Government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.
5.18 -- Tour of Duty/Hours of Work
5.18.1 The Government shall provide the contractor with the anticipated duration of the deployment.
5.18.3 The Government shall provide the contractor with the anticipated work schedule and may modify the work schedule to ensure the Government's ability to continue to execute its mission.
5.18.5 If contractor personnel depart an area of operations without Government permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces personnel who depart without permission, the replacement is at contractor expense and must be in place within 5 days or as directed by the Government.
5.19 -- Health and Life Insurance
The contractor shall ensure that health and life insurance benefits provided to its deploying personnel are in effect in the Theater of Operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act and Longshoreman's and Harbor Workers Compensation Act administered by the Department of Labor.
5.20 -- Next of Kin Notification
Before deployment, the contractor shall ensure that each contractor personnel completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.
5.21 -- Return Procedures
5.21.1 Upon notification of redeployment, the Government shall authorize contractor personnel travel from the Theater of Operations to the designated CONUS Replacement Center (CRC) or individual deployment site.
5.21.2 The contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor's personnel are returned to Government control upon completion of the deployment.
5.21.3 The contractor shall provide the Government with documentation, annotated by the receiving Government official, of all clothing and equipment returns.
5.22 -- Pay
In the event that the contractor must pay additional compensation to retain or obtain personnel to perform these duties, the contractor shall be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.
5.23 -- Special Legal

Public Law 106-523, Military Extraterritorial Jurisdiction Act of 2000, amended Title 18, U.S. Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

6.0 -- Media

Contractor shall request guidance from Government media operations center if and when they are approached by reporters seeking interviews or information on their participation in the mission/operation.

Appendix 1

ADDITIONAL SECURITY GUIDELINES FOR COMSEC
(Provided by the Deputy Chief of Staff for Intelligence (DCSINT))

Contractor Generated COMSEC Material: Any material generated by the contractor (including but not limited to: correspondence, drawings, models, mockups, photograph, schematics, status programs and special inspection reports, engineering notes, computation and training aids) will be classified according to its own content. Classification guidance will be taken from other elements of this Contract Security Classification Specification, DD Form 254, Government furnished equipment or data, or special instructions issued by the Contracting Officer, or his/her duly appointed representative.

REQUIREMENTS

I. Contractor employees or cleared commercial carriers shall not carry classified COMSEC material on commercial passenger aircraft anywhere in the world without the approval of the procuring contracting officer.

2. No contractor generated or government furnished material may be provided to the Defense Technical Information Center (DTIC). Contractor generated technical reports will bear the statement "Not Releasable to the Defense Technical Information Center per DOD Directive 5100-38."

3. Classified paper COMSEC material may be destroyed by burning, pulping or pulverizing. When a method other than burning is used, all residue must be reduced to pieces 5 mm or smaller in any dimension. When classified COMSEC material other than paper is to be destroyed, specific guidance must be obtained from the User Agency.

4. The following Downgrading and Declassification notation applies to all classified COMSEC information provided to and generated by the contractor:

DERIVED FROM: NSA/CSSM-123-2
DECLASSIFY ON: Source Marked "OADR" (If generated before 1 April 1995)
DATE OF SOURCE: (Date of document from which information is derived)

5. All contractor personnel to be granted access to classified COMSEC information must be U.S. citizens granted FINAL clearance by the government prior to being given access. Immigrant aliens, interim cleared personnel, or personnel holding a contractor granted CONFIDENTIAL clearance are not eligible for access to classified COMSEC information released or generated under this contract without the express permission of the Director, NSA.

6. Unclassified COMSEC information released or generated under this contract shall be restricted in its dissemination to personnel involved in the contract. Release in open literature or exhibition of such information without the express written permission of the Director, NSA, is strictly prohibited.

7. Recipients of COMSEC information under this contract may not release information to subcontractors without permission of the User Agency.

8. The requirements of DOD 5220-22-S are applicable to this effort.

9. Additional notices to be affixed to the cover and title or first page of contractor generated COMSEC documents:

a. "COMSEC MATERIAL - ACCESS BY CONTRACTOR PERSONNEL RESTRICTED TO U.S. CITIZENS HOLDING A FINAL GOVERNMENT CLEARANCE."

b. "THIS PUBLICATION OR INFORMATION IT CONTAINS MAY NOT BE RELEASED TO FOREIGN NATIONALS WITHOUT PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA. ALL

APPROVALS WILL IDENTIFY THE SPECIFIC INFORMATION AND COPIES OF THIS PUBLICATION AUTHORIZED FOR RELEASE TO SPECIFIC FOREIGN HOLDERS. ALL REQUEST FOR ADDITIONAL ISSUANCES MUST RECEIVE PRIOR SPECIFIC APPROVAL FROM THE DIRECTOR, NSA."

10. Point of contact is the DCSINT, AMSEL-MI.

Appendix 2

INTELLIGENCE MATERIALS ACCESS REQUIREMENTS
Provided by the Deputy Chief of Staff for Intelligence (DCSTNT)
(Updated 2 June 2004)

1. No intelligence materials are to be provided in support of the contract without prior approval of the Deputy Chief of Staff for Intelligence (DCSINT), U.S. Army Communications-Electronics Command (USA CECOM). Any intelligence materials so provided will be disseminated solely by the DCSINT, and will be accompanied by both a Letter of Instruction governing control of the materials provided, and a Letter of Transmittal, identifying the materials loaned and the duration of the loan. This service only pertains to elements supported by the CECOM, DCSINT.

2. All requests for access to intelligence materials will adhere to the following guidelines:

a. Prime contractor requests for intelligence materials will be sent to the Program/Project Manager (PM) of the User Activity on official business letterhead with an enclosed copy of the approved DD Form
254.

b. Subcontractor request for access to intelligence materials will be forwarded by the prime contractor to the PM on official business letterhead with an enclosed approved DD Form 254 for the relevant subcontract.

c. PM of the User Activity will forward requests through the Contracting Officer (KO) on official letterhead with the appropriate DD Form 254 and all substantiating documents attached, to be forwarded to DCSINT for review and concurrence.

3. Point of contact is CECOM, DCSINT, AMSEL-MI.

Appendix 3

SAFEGUARDING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION
Provided by the Deputy Chief of Staff for Intelligence (DCSMT)

1.The "FOR OFFICAL USE ONLY" marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but is used on official Government Information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

2.Other non-security markings such as "Limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instructions

received by such agencies.

3.Use of the above markings does not mean that the information cannot be released to the public, only that, it must be reviewed by the Government prior to its release, to determine whether a significant and legitimate Government purpose is served by withholding the informational portions of it.

4.INDENTIFICATION MARKINGS:

a. An unclassified document containing FOUO information will be marked "FOR OFFICIAL USE ONLY" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion marking will be shown.

b. Within a classified document, an individual page that contains FOUO and classified information will be marked at the top and bottom with the highest security classification appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked "FOUO".

c. Any "FOR OFFICIAL USE ONLY" information release to a contractor by DOD User Agency is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM
MANDATORY DISCLOSURE UNDER THE FOIA, EXEMPTIONS APPLY.

d. Removal of the "FOR OFFICIAL USE ONLY" marking can only be accomplished by the originator or other competent authorities. When "FOR OFFICIAL USE ONLY" status is terminated, all known holders will be notified

to the extent possible.

5. DISSEMINATION: Contractors may disseminate "FOR OFFICIAL USE ONLY" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

6. STORAGE: During working hours "FOR OFFICIAL USE ONLY" information shall be placed in an out-of sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during non-working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after hours protection or the material can be stored in locked receptacles such as file cabinets, desks or bookcases.

7. TRANSMISSION: "FOR OFFICIAL USE ONLY" information may be sent via first-class mail or parcel post. Bulky shipments may be sent fourth-class mail.

8. DISPOSITION: When no longer need, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a trash container or as directed by the User Agency.

9. UNAUTHORIZED DISCLOSURE: Unauthorized disclosure of "FOR OFFICIAL USE ONLY" information does not constitute a security violation, but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

10. Point of contact is the DCSINT, DSN 992-5875, Commercial (732) 532-5875