AWARD/CONTRACT

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

RATING: DX-A2

PAGE 1 OF PAGES 52

2. CONTRACT (Proc. Inst. Ident.) NO.
HQ0006-04-C-0006

3. EFFECTIVE DATE
09 Dec 2003

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
49017, BASIC

5. ISSUED BY CODE HQ0006
MISSILE DEFENSE AGENCY (MDA)
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) CODE S0605A
DCM LOCKHEED MARTIN ASTRONAUTICS
P.O. BOX 179
DENVER CO 80201-0179

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
LOCKHEED MARTIN CORPORATION
SPACE SYSTEMS COMPANY
P.O. BOX 179
DENVER CO 80201

CODE 04236 FACILITY CODE

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

9. DISCOUNT FOR PROMPT PAYMENT

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

11. SHIP TO/MARK FOR CODE
See Schedule

12. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS/CO - WEST ENTITLEMENT OPERATIONS
P.O. BOX 182381
3990 EAST BROAD STREET BLDG 21
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
See Schedule

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

15G. TOTAL AMOUNT OF CONTRACT $210,741,698.00

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	40 - 51
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 17			**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	18	X	J	LIST OF ATTACHMENTS	52
X	D	PACKAGING AND MARKING	19 - 20			**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
X	E	INSPECTION AND ACCEPTANCE	21		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	22 - 24				
X	G	CONTRACT ADMINISTRATION DATA	25 - 28		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	29 - 39		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0006-03-R-0002-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

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

20A. NAME AND TITLE OF CONTRACTING OFFICER
DEA A. MERCHANT / DIRECTOR, CTP
TEL: (703) 695-9124 EMAIL: dea.merchant@mda.osd.mil

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

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Dea A. Merchant
(Signature of Contracting Officer)

20C. DATE SIGNED
09-Dec-2003

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					
	Target Design and Management				
	CPAF				
				ESTIMATED COST	$187,432,005.00
				BASE FEE	$0.00
				SUBTOTAL EST COST + BASE	$187,432,005.00
				MAX AWARD FEE	$23,309,693.00
				TOTAL EST COST + FEE	$210,741,698.00
	See SubCLIN below for funding information				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Systems Engineering and Integration				
CPAF	Informational Line Item				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Program Management				
CPAF	Informational Line Item				

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000103		
	Incremental Funding for CLIN 0001	
	ACRN AA Funded Amount PURCHASE REQUEST NUMBER: 49017, BASIC	$40,828,556.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data				
CPAF	Data to support CLIN 0001 in accordance with Contract Data Requirements List, Exhibit A. Not Separately Priced				

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0003		
	Award Fee	
	Funded Amount	$0.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000301		
	Incremental Funding	
	ACRN AA Funded Amount PURCHASE REQUEST NUMBER: 49017, BASIC	$5,075,425.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Target Acquisition and Presentation				
CPAF	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum: $3,000,000.00 Maximum: $1,500,000,000.00				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AA					

Target Acquisition and Presentation
FFP
Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.

MAX
NET AMT

Funded Amount $0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB					

Target Acquisition and Presentation
CPAF
Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.

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

Funded Amount $0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Data				
CPAF	Data to support CLIN 0004 in accordance with Contract Data Requirements List, Exhibit B. Not Separately Priced				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101					
OPTION	Target Design and Management CPAF				

ESTIMATED COST	$73,150,621.00
BASE FEE	$0.00
SUBTOTAL EST COST + BASE	$73,150,621.00
MAX AWARD FEE	$9,090,805.00
TOTAL EST COST + FEE	$82,241,426.00
Funded Amount	$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101	Systems Engineering and Integration				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102	Program Management				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102	Data				
CPAF OPTION	Data to support CLIN 0101 in accordance with Contract Data Requirements List, Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103	Award Fee				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104	Target Acquisition and Presentation				
CPAF OPTION	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum: $0.00 Maximum: $900,000,000.00				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104AA		UNDEFINED		UNDEFINED	UNDEFINED
OPTION	Target Acquisition and Presentation FFP Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX NET AMT	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104AB		UNDEFINED		UNDEFINED	UNDEFINED
OPTION	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0105	Data				
CPAF OPTION	Data to support CLIN 0104 in accordance with Contract Data Requirements List, Exhibit B				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201					
OPTION	Target Design and Management CPAF				
				ESTIMATED COST	$66,913,496.00
				BASE FEE	$0.00
				SUBTOTAL EST COST + BASE	$66,913,496.00
				MAX AWARD FEE	$8,312,387.00
				TOTAL EST COST + FEE	$75,225,883.00
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020101	Systems Engineering and Integration				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
020102	Program Management				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0202	Data				
CPAF OPTION	Data to support CLIN 0201 in accordance with Contract Data Requirements List, Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0203	Award Fee				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0204	Target Acquisition and Presentation				
CPAF OPTION	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum: $0.00 Maximum: $900,000,000.00				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204AA OPTION	Target Acquisition and Presentation FFP Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204AB OPTION	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0205	Data				
CPAF OPTION	Data to support CLIN 0204 in accordance with Contract Data Requirements List, Exhibit B				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301					
OPTION	Target Design and Management CPAF				
				ESTIMATED COST	$59,261,062.00
				BASE FEE	$0.00
				SUBTOTAL EST COST + BASE	$59,261,062.00
				MAX AWARD FEE	$7,362,247.00
				TOTAL EST COST + FEE	$66,623,309.00
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030101	Systems Engineering and Integration				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
030102	Program Management				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0302	Data				
CPAF OPTION	Data to support CLIN 0301 in accordance with Contract Data Requirements List, Exhibit A				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0303	Award Fee				
CPAF OPTION					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0304	Target Acquisition and Presentation				
CPAF OPTION	Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order. Minimum: $0.00 Maximum: $900,000,000.00				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304AA OPTION	Target Acquisition and Presentation FFP Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304AB		UNDEFINED		UNDEFINED	UNDEFINED
OPTION	Target Acquisition and Presentation CPAF Product Line (long-lead material and components through full-up targets), integration and presentation order. Delivery, ship to and variation in quantity will be determined on each delivery order.				
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
	Funded Amount				$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0305	Data				
CPAF OPTION	Data to support CLIN 0304 in accordance with Contract Data Requirements List, Exhibit B				

SECTION B CLAUSES
SECTION B NOTES:

NOTE A: Items 0002 and 0005, and if and to the extent options are exercised, Items 0102, 0105, 0202, 0205, 0302 and 0305, are not separately priced and will be included in the overall unit price of the corresponding Item.

B-1 CONTRACT TYPE

This is a combination Cost-Plus-Award-Fee (CPAF) Completion type contract with one Indefinite Delivery/Indefinite Quantity (ID/IQ) CLIN. Under SubCLIN 0004AA Firm Fixed Price type Orders may be issued and under SubCLIN 0004AB Cost Plus Award Fee type Orders may be issued.

B-2 AWARD FEE AND MISSION SUCCESS

1. The award fee and mission success will be determined in accordance with the Award Fee and Mission Success Determination Plan (Attachment 4).

2. This contract provides for a maximum award fee pool for CLIN 0001 (Table 1) and if and to the extent the options are exercised, CLINs 0101, 0201, and 0301 and SubCLIN 0004AB (Table 3) and if and to the extent the options are exercised, SubCLINS 0104AB, 0204AB, and 0304AB. The maximum award fee pool amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive evaluation periods as described below. Evaluation periods to the extent possible, will be based on Performance Milestones (Table 2 for CLIN 0001 and Table 4 for SubCLIN 0004AB below).

3. Award Fee Periods and Pools (Applicable to CLINS 0001, and if and to the extent exercised, 0101, 0201, and 0301)

The available award fee pool for any period may be adjusted, (i.e. shifted to or from future award fee periods) unilaterally by the Contracting Officer to reflect a shift in program emphasis or program re-planning, provided that the contractor is notified in writing by the Contracting Officer no later than five (5) working days prior to the start of any period which may be affected. Changes affecting the current evaluation period will be by mutual agreement of both parties.

The Award Fee amounts listed below for Option CLINs apply only if the corresponding Option CLIN is exercised. The evaluation periods, fee pools, and fee earned are as follows:

Table 1, CLIN 0001 and options 0101, 0201 and 0301 Award Fee Periods and Pools

CLIN 0001–BASE PERIOD		
Period Dates	**Award Fee Available**	**Award Fee Earned**
Contract Award – Jun 04	$2,330,969	
Jul 04 – Dec 04	$3,107,960	
Jan 05 – Jun 05	$3,107,959	
Jul 05 – Dec 05	$3,107,959	
Jan 06 – Jun 06	$3,107,959	
Jul 06 – Dec 06	$3,107,959	
Jan 07 – Jun 07	$3,107,959	
Jul 07 – Nov 07	$2,330,969	
CLIN 0101- OPTION I		
Dec 07 – May 08	$2,272,701	
Jun 08 – Nov 08	$2,272,701	
Dec 08 – May 09	$2,272,701	
Jun 09 – Nov 09	$2,272,701	
CLIN 0201 – OPTION II		
Dec 09 – May 10	$2,078,097	
Jun 10 – Nov 10	$2,078,097	
Dec 10 – May 11	$2,078,097	
Jun 11 – Nov 11	$2,078,097	
CLIN 0301 – OPTION III		
Dec 11 – May 12	$1,840,562	
Jun 12 – Nov 12	$1,840,562	
Dec 12 – May 13	$1,840,562	
Jun 13 – Nov 13	$1,840,562	

Table 2, CLIN 0001 Performance Milestones

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.1 Contract Award – Jun. 04	1a.	Systems Requirements I Heading Check Conducted	101210020030100
	1b.	System Requirements Review I Completed	101220020030100

	1c.	Functional Allocation and Interface Definition I Completed	101230020030100
	1d.	Program Management Review Number 1 Conducted	201000000000100

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.2 Jul. 04 – Dec.04	2a.	Product Line Solutions Review I/Target Set I Definition Completed	101240030030100
	2b.	Product Line New Design PDR I Conducted	101250040030100
	2c.	Program Management Review Number 2 Conducted	201000000010200

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.3 Jan. 05 – Jun.05	3a.	System Requirements Review II Completed	101220020030200
	3b.	Product Line New Design CDR I Conducted	101260000030100
	3c.	Cycle I Target Set Completed	101000000000100
	3d.	Functional Allocation and Interface Definition II Completed	101230020030200
	3e.	Program Management Review Number 3 Conducted	201000000010300

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.4 Jul. 05 – Dec.05	4a.	Product Line Solutions Review II/Target Set II Definition Completed	101240030030200
	4b.	Product Line New Design PDR II Conducted	101250040030200
	4c.	Program Management Review Number 4 Conducted	201000000010400

Period/Dates	Period ID	Performance Milestone	IMP Reference
No. 5 Jan. 06 – Jun. 06	5a.	System Requirements Review III Completed	101220010030300
	5b.	Product Line New Design CDR II Conducted	101260040030200
	5c.	Cycle II Target Set Completed	101000000000200
	5d.	Functional Allocation and Interface Definition III Completed	101230000030300
	5e.	Program Management Review Number 5 Conducted	201000000010500

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.6 Jul. 06 – Dec. 06	6a.	Product Line Solutions Review III/Target Set III Definition Completed	101240000030300

	6b.	Product Line New Design PDR III Conducted	101250040030300
	6c.	Program Management Review Number 6 Conducted	201000000010600

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.7 Jan. 07 – Jun.07	7a.	System Requirements Review IV Completed	101220010030400
	7b.	Product Line New Design CDR III Conducted	101260040030300
	7c.	Cycle III Target Set Completed	101000000000300
	7d.	Functional Allocation and Interface Definition IV Completed	101230000030400
	7e.	Program Management Review Number 7 Conducted	201000000010700

Period/Dates	Period ID	Performance Milestone	IMP Reference
No.8 Jul 07 – Nov. 07	8a.	Product Line Solutions Review IV/Target Set IV Definition Completed	101240000030400

For a scheduled performance milestone to be considered complete for award fee purposes the Government must agree that the milestone is closed or that plans are in place for imminent closure. The impact of uncompleted milestones will be included as part of the award fee assessment.

If exercised, milestones will be incorporated for Option CLINs 0101, 0201, and 0301.

2. Award Fee Periods and Pools (Applicable to SubCLINs 0004AB, and if and to the extent exercised, 0104AB, 0204AB, and 0304AB)
Prior to award/definitization of a Delivery Order, the Government will determine the award fee pool amount and period allocation. Each Delivery Order will be evaluated separately using the Attachment 4 Contract Performance Criteria.

Table 3, SubCLIN 0004AB, and Options 0104AB, 0204AB and 0304AB Award Fee Periods and Pools

		SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	SubCLIN XX Delivery Order XX	Total
	Period Dates	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Available	Award Fee Earned
1st	Contract Award – Jun 04	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD

2nd	Jul 04 – Dec 04	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
3rd	Jan 05 – Jun 05	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
4th	Jul 05 – Dec 05	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
5th	Jan 06 – Jun 06	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
6th	Jul 06 – Dec 06	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
7th	Jan 07 – Jun 07	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
8th	Jul 07 – Nov 07	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
9th	Dec 07 – May 08	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
10th	Jun 08 – Nov 08	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
11th	Dec 08 – May 09	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
12th	Jun 09 – Nov 09	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
13th	Dec 09 – May 10	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
14th	Jun 10 – Nov 10	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
15th	Dec 10 – May 11	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
16th	Jun 11 – Nov 11	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
17th	Dec 11 – May 12	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
18th	Jun 12 – Nov 12	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
19th	Dec 12 – May 13	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
20th	Jun 13 – Nov 13	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD	$TBD
Total										

Table 4, SubCLIN 0004AB Performance Milestones

SubClin 0004AB	Period/Dates	Performance Milestone	IMP Reference
Delivery Order XX			

For SubCLIN 0004AB, the Government reserves the right to allocate up to 75% of the SubCLIN 0004AB Award Fee for a "successful flight" Performance Milestone under Integration and Presentation Delivery Orders. This milestone and award fee are independent of any mission success fee pool established.

For a scheduled performance milestone to be considered complete for award fee purposes the Government must agree that the milestone is closed or that plans are in place for imminent closure. The impact of uncompleted milestones will be included as part of the award fee assessment.

3. Mission Success Event Dates and Pools

Changes affecting the Mission Success Fee Dates and Pools will be by mutual agreement of the parties.

Table 5, SubCLIN 0004AA Mission Success Fee Data and Pools

Completion Date	SubCLIN 0004AA	Reference	Event Description	Amount Available	Amount Earned
		DO XX	XX Launch	$	$

Table 6, SubCLIN 0004AB Mission Success Fee Data and Pools

Completion Date	SubCLIN 0004AB	Reference	Event Description	Amount Available	Amount Earned
		DO XX	XX Launch	$	$

SECTION C
SCOPE OF WORK

The Contractor shall perform the work specified in the Statement of Work, Attachment 1.

SECTION D

D-1 PACKAGING AND MARKING OF TECHNICAL DATA

All Unclassified technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

D-2 HARDWARE, SOFTWARE, GOVERNMENT PROPERTY AND END ITEMS

The Contractor shall utilize best commercial practices for preservation, packaging, marking and labeling or as directed in the Delivery Order. Packaging and marking of hazardous material shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods Code.

D-3 TECHNICAL REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

CONTRACT NUMBER
NAME OF CONTRACTOR
CONTRACT EXPIRATION DATE
AND TOTAL DOLLAR VALUE
CONTRACTOR'S PROJECT
DIRECTOR AND PHONE NUMBER
SHORT TITLE OF CONTRACT WORK
GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page:

The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation.

f. Except as provided by the Contract Data Requirements Lists, DD Form 1423-1, Exhibits A and B, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

SECTION E
CLAUSES INCORPORATED BY REFERENCE

52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

E-1 INSPECTION AND ACCEPTANCE

Item(s) 0001, 0004, and if and to the extent the options are exercised, Item(s) 0101, 0104, 0201, 0204, 0301 and 0304 - Inspection and Acceptance shall be made by MDA/TC or a designated representative of the Government unless otherwise stated in the Delivery Order.

Inspection and Acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423 (See Exhibits A and B).

SECTION F
CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
52.247-58	Loading, Blocking, And Bracing Of Freight Car Shipment	APR 1984
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

BASE PERIOD:

Item 0001 – The Contractor shall complete the work described in the Statement of Work beginning the effective date of the contract award through 48 months thereafter.

Item 0004 – The ordering period shall be from the effective date of the contract award through 48 months thereafter.

Items 0002 and 0005 and if and to the extent the options are exercised 0102, 0105, 0202, 0205, 0302, 0305 – All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423, Exhibits A and B.

OPTION PERIOD I:

Item 0101 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0104 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

OPTION PERIOD II:

Item 0201 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0204 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

OPTION PERIOD III:

Item 0301 – If and to the extent the option is exercised, the Contractor shall complete the work described in the Statement of Work beginning the effective date of the option exercise through 24 months thereafter.

Item 0304 – If and to the extent the option is exercised, the ordering period shall be from the effective date of the option exercise through 24 months thereafter.

F-2 MILESTONE EVENTS AND PERFORMANCE PERIOD (CLIN 0001 and if and to the extent options are exercised, CLINs 0101, 0201, and 0301)**

The Contractor shall accomplish the following milestone events within the specified performance period to assure timely completion of total contract requirements. Time associated with closing any action items as a result of these events is not included.

Milestone Event	Months after contract award
Cycle I Target Set Complete	**18 Months**
System Requirements I Heading Check	*2*
System Requirements Review I	4
Functional Allocation and Interface Definition I Complete	6
Product Line Solutions Review I/Target Set I Definition	8
Product Line New Design PDR I	12
Product Line New Design CDR I	18
Cycle II Target Set Complete	**30**
System Requirements Review II	16
Functional Allocation and Interface Definition II Complete	18
Product Line Solutions Review II/Target Set II Definition	20
Product Line New Design PDR II	24
Product Line New Design CDR II	30
Cycle III Target Set Complete	**42**
System Requirements Review III	28
Functional Allocation and Interface Definition III Complete	30
Product Line Solutions Review III/Target Set III Definition	32
Product Line New Design PDR III	36
Product Line New Design CDR III	42
Cycle IV Target Set	
System Requirements Review IV	40
Functional Allocation and Interface Definition IV Complete	42
Product Line Solutions Review IV/Target Set IV Definition	44
Product Line New Design PDR IV	48

** If exercised, milestones will be incorporated for Option CLINs 0101, 0201, and 0301.

F-3 SYSTEM ENGINEERING MILESTONE DEFINITIONS

1. *System Requirements I Heading Check*: An informal technical interchange between the Contractor and the Government during Cycle I, summarizing the Contractor's analysis to date of the requirements provided during the Target System Requirements Overview and progress toward SRR I.
2. System Requirements Review: A review and technical interchange from the Contractor to the Government reviewing the detailed breakdown and analysis of the requirements provided in the Target System Requirements Overview.

3. Functional Allocation and Interface Definition: A review and technical interchange from the Contractor to the Government regarding functional decomposition of overall future target system requirements, any required standard interfaces between "building blocks," and potential allocation to "building block" product lines.
4. Product Line Solutions Review/Target Set Definition: A proposed set of building block solutions from the Contractor to the Government for consideration into a product line investment strategy. The product lines are assemblies that will remain in inventory with the contractor until their use for a specific target is required. The Target Set definition is the range of target systems that may be created from the building blocks. The Product Line Solutions/Target Set Definition will be presented to the Government, and an investment decision will be made by the Government.
5. Product Line New Design PDR: Preliminary Design Review for all new designs that have received approval from the Government investment at the Product Line Solutions Review. The PDR will have government-approved entrance and exit criteria, will discuss design trades and design risks, and will use MIL-STD-1521B for guidance.
6. Product Line New Design CDR: Critical Design Review for all new designs that have received approval from the Government investment at the Product Line Solutions Review. The CDR will have government-approved entrance and exit criteria, will discuss design trades and design risks, and will use MIL-STD-1521B for guidance.

ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 04060388C 2525 012123 BMDO0137289017
AMOUNT: $45,903,981.00

SECTION G

G-01 CONTRACTING OFFICER AUTHORIZATION

The Contracting Officer (CO) is the only individual authorized to direct and/or redirect the effort or in any way modify any of the terms or conditions of this contract, other than those instances specifically delegated to an Administrative Contracting Officer (ACO) or Termination Contracting Officer (TCO) by a contract clause of this contract or in writing by the Contracting Officer, also known as the Procuring Contracting Officer (PCO). For purposes of this contract, the CO is the individual located at the issuing office. Any changes made by the contractor WITHOUT CO authority will be made at the contractor's own expense.

G-02 IDENTIFICATION OF CORRESPONDENCE

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

G-03 PATENT INFORMATION

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/GC
Washington, DC 20301-7100

G-04 SUBMISSION OF INVOICES AND VOUCHERS FOR (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR OR FIXED PRICE INCENTIVE)

Public vouchers, together with any necessary supporting documentation, shall be submitted in quadruplicate to the cognizant Defense Contract Audit Agency (DCAA) Office for review and provisional approval, prior to payment by the cognizant Defense Finance and Accounting Office.

Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

A copy of each voucher, together with any necessary supporting documentation, shall also be submitted electronically to the PCO and MDA/TC at the issuing office specified in Block 5 and the administering office specified in Block 6 of Standard Form 26 concurrently with submission to the DCAA.

In addition to the requirements of the Prompt Payment Clause the contractor shall identify on each public voucher: (1) The CLIN and SUBCLIN, if applicable and (2) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e. g. "ACRN: AA."

The Contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

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

When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Final vouchers will be submitted to the ACO and DCAA.

Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

The contractor shall invoice the award fee separately in accordance with Attachment 4, Award Fee and Mission Success Determination Plan. **THE CONTRACTOR IS NOT AUTHORIZED TO INVOICE AGAINST CLIN 0003 OR OPTION CLINS 0103, 0203, 0303 IF AND TO THE EXTENT OPTIONS ARE EXERCISED. NO PAYMENTS SHALL BE MADE AGAINST CLIN 0003.**

G-05 CONTRACTING ACTIVITY REPRESENTATIVE

CONTRACTUAL MATTERS

NAME: Olivia J. Bradley
ORGANIZATIONAL CODE: MDA/CTT
TELEPHONE NUMBER: 703.695.9101
EMAIL: olivia.bradley@mda.osd.mil

G-06 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

NAME: TBD
ORGANIZATIONAL CODE:
TELEPHONE NUMBER:
EMAIL:

G-07 SUBMISSION OF INVOICES (FIXED PRICE)

"Invoice" as used in this clause does not include contractor's requests for progress payments.

The contractor shall submit original invoices with 3 copies to the address identified in the solicitation/contract award form (SF26 Block 10), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155-Block 13).

The use of copies of the Material Inspection and Receiving Report (MIRR) DD Form 250, as an invoice is encouraged.

In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

The contractor shall prepare:

____ a separate invoice for each activity designated to receive the supplies or services.

____ a consolidated invoice covering all shipments delivered under an individual order.

_√___ either of the above.

If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-08 ALLOTMENT OF FUNDS

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

CLIN 0001:	$40,828,556
Estimated funds exhaustion date:	September 30, 2004

The total amount of funds presently allotted to this contract **BUT NOT AVAILABLE FOR PAYMENT** is $5,075,425 as follows:

CLIN 0003:	$5,075,425
Estimated funds exhaustion date:	September 30, 2004

The total amount of funds presently allotted to this contract is $45,903,981.

G-09 ALT I PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by provisions G-6, G-8 and Attachment 4, Award Fee and Mission Success Determination Plan. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification

Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001:

The following funds obligated on ACRN AA:	$40,828,556
All funds obligated on ACRN (TBD):	$
Total CLIN funding:	$40,828,556

The following ACRNs and funding amounts apply to CLIN 0004:

The following funds obligated on ACRN (TBD):	$
All funds obligated on ACRN (TBD):	$
Total CLIN funding:	$ 0

SECTION H

H-01 TREATY COMPLIANCE

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

H-02 TRAVEL

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

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

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

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

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

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

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

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

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

H-03 INSURANCE

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	$100,000 per accident
General Liability (Comprehensive) Bodily Injury per occurrence	$500,000
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-04 PUBLIC RELEASE OF INFORMATION (JAN 2001)

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "*Industrial Security Manual for Safeguarding Classified Information*" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries which relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, ATTN: MDA/EA
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

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

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

H-05 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor does not find itself in a conflicting role that will bias its judgement because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources;

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

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

(1) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(2) Certification Restriction: The Contractor will provide data to support but will not perform final accreditation or certification of any products developed or delivered under this contract. Additionally, the Contractor shall not serve as a software independent validation and verification (IV &V) contractor for any software developed or delivered under this contract.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information other than its own (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further

agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer", will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Section J, Attachment 9) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

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

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

f. Modifications: Prior to contract modification, when the SOO is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

H-06 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

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

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

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

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

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

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

H-07 MDA VISIT AUTHORIZATION PROCEDURES

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

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/ACC
Washington, DC 20301-7100
Telephone No.:(703) 695-8048 Facsimile No.:(703) 693-1526

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

H-08 KEY PERSONNEL

a. The Contractor agrees that during the first ninety (90) days of the contract performance period no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph b. below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.
b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer. All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the is contract.
c. Key personnel are defined as follows:

    a. Program Manager
    b. Chief Engineer
    c. Financial Manager
    d. Leads from all teammates/major subcontractors
    e. Key heads for major organizational units (IPTS, Subsystems, Delivery Order Program Managers, etc.)

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

e. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.The contractor accepts a staffing goal that at least three-fourths of the key personnel will remain on the program full-time for the first two years after contract award. In the event the contractor does not achieve this goal, the Government may decrease the Award Fee pool for CLIN 0001 by an amount between $0 and $3,000,000. The following provisions apply to this paragraph (f):

(i) The assessed reduction will be allocated equally over the remaining award fee periods.

(ii) The Government, at its discretion, may decide not to assess a reduction or minimize the reduction assessed in the event that the contractor is able to fill the vacated position(s) with similarly qualified individuals, can demonstrate that it has taken all reasonable measures to retain or acquire key personnel, shows that the person(s) in question left the company or retired, shows that the matters were beyond its control (e.g. person called to active military duty) or for other reasons deemed appropriate by the Government. The contractor may present its reasons for key personnel turnover to the Government.

(iii) The Government will not assess a reduction if the Government is unable to obligate the contract funding profile for the two-year retention period.

(iv) The following key personnel positions are subject to the requirements of paragraph (f).

(b)(6)

[redacted]

H-09 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the PCO in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services longer than four weeks.

b. Upon notification, the COR will ensure that the Technical Area Security Officer (TASO)/Office Security Manager (OSM) takes timely action to:

(1) remove the employee from the current Visit Authorization Request/Letter;

(2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

(3) terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one working day after termination/suspension action.

H-10 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of Contractor fee/profit.

H-11 DEFINITION OF UNUSUALLY HAZARDOUS RISKS/INDEMNIFICATION REQUEST PENDING

1. DEFINITIONS OF UNUSUALLY HAZARDOUS RISK

For the purpose of clause DFARS 252.235-7000, entitled "Indemnification Under 10 U.S.C. 2354 – Fixed Price (DEC 1991)," (Applicable only to SubCLIN 0004AA and, if and to the extent exercised, SubCLINs 0104AA, 0204AA, and 0304AA) and DFARS 252.235-7001 entitled "Indemnification Under 10 U.S.C. 2354 – Cost Reimbursement (DEC 1991)" (Applicable only to SubCLIN 0004AB and, if and to the extent exercised, SubCLINs 0104AB, 0204AB, and 0304AB), it is agreed that risks arising out of or resulting from:

(a.) The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during preparation, mixing, storage, or loading;

(b.) The burning, explosion, or detonation of liquid fueled rocket engines or solid fueled rocket motors during preparation, casting, curing, storing, testing, transporting, launch preparation, or launch;

(c.) The burning, explosion or detonation of launch vehicles or their components during test, transporting, launch preparation, or launch;

(d.) The toxic or other unusually hazardous properties of propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products;

(e.) The flight or surface impact of launch vehicles or components or fragments thereof;

are "unusually hazardous risks" to the extent such risks arise out of performance of this contract.

2. INDEMNIFICATION REQUEST PENDING

(a.) The Contractor has requested indemnification against unusually hazardous risks. Approval has not yet been granted.

(b.) The Contractor and the Government agree that the need for indemnification shall not arise before 180 days after contract award. In the event the Contractor's Indemnification Request package is approved, the contract will be modified to incorporate DFARS 252.235-7000 entitled "Indemnification Under 10 U.S.C. 2354 – Fixed Price (Dec 1991)" and DFARS 252.235-7001 entitled "Indemnification Under 10 U.S.C. 2354 – Cost Reimbursement (Dec 1991)." If the contract has not been modified by 180 days

after contract award, and in the event of an incident determined by the Contracting Officer to be covered under the clause, the parties agree to negotiate an equitable adjustment to the contact. Any adjustment so negotiated shall be in an amount determined fair and reasonable by the Contracting Officer and approved by the agency head.

(c.) The Contractor must assert its right to an adjustment under this special contract requirement within 30 days of the date of any incident. Nothing in this clause shall excuse the Contractor from proceeding with the contract.

H-12 GOVERNMENT FURNISHED PROPERTY (GFP) FOR THE MISSILE DEFENSE AGENCY TARGETS AND COUNTERMEASURES PROGRAM

The United States Air Force (USAF) Space and Missile Commands' (SMC) Rocket Systems Launch Program (RSLP) will provide available Minuteman II (MMII) and Peacekeeper assets checked out and certified for flight, as GFP when requested by the MDA/TC prime contractor. The Consolidated Missile Re-use Assets for Targets (CMART) Program at Redstone Arsenal will provide available Pershing II component, Polaris A3 and FMA assets certified for flight, as GFP when requested by the MDA/TC prime contractor.

H-13 DELAYS IN LAUNCH

a. Initial Launch Capability:
An Initial Launch Capability date (ILC) shall be established with the issuance of each delivery order. ILC is defined as the first day on which the mission can be launched and shall be the first day of a 90 day (or otherwise stated in the Delivery Order) Launch Window (LW) during which the Government can select the actual launch date.

b. ILC Changes:
The Government may unilaterally modify the ILC during the course of the delivery order by Contracting Officer modification to the contract. Costs associated with the change in ILC shall be negotiated.

c. Launch Date:
No later than 60 days before the ILC, the Government will either establish a Launch Date (LD) within the Launch Window or change the ILC thus establishing and paying for a new 90-day window. Should the Government fail to establish the Launch Date 60 days prior to the ILC, the ILC becomes the Launch Date.

d. Grace period:
Once the Launch Date is established, the following 15 days shall be considered a grace period. During this period, the Launch Date may be modified by mutual agreement between the Government and Contractor Program Managers and will not be determined by Contracting Officer notification to the Contractor.

e. Government-caused delays:
If the Government slips the launch date beyond the 15-day grace period, a new Launch Date with an additional 15-day grace period shall be established, and if justified, an equitable adjustment submitted by the Contractor. Costs associated with the change in the Launch Date shall be negotiated.

f. Contractor-caused Delays:
For Contractor-caused delays (excluding slips within the 15-day grace period), applicable consideration will be negotiated.

g. All payments and entitlements under this clause are subject to the availability of funds and the limitation of Cost/Funds and/or Limitation of Government's Obligation clauses contained in this contract.

H-14 GOVERNMENT RANGES AND FACILITIES

The contractor shall use, where possible, the existing logistics and instrumentation support capabilities at Hill Airforce Base, Reagan Test Site, Wake Island, White Sands Missile Range, Fort Wingate, Vandenberg AFB, Pacific Missile Range Facility, Wallops Flight Facility, Kodiak, land masses near the Kwajalein Atoll, Poker Flats Research Range, Western Range and other ranges and integrate with air and sea launch platforms. The Contractor shall be responsible for obtaining any necessary coordination from the launch base or test range for the Target program activities taking place at the launch base or range. The Contractor shall obtain appropriate documentation and perform other necessary actions to secure access to Government-furnished property (GFP), equipment, facilities, etc and comply with any regulations applicable to the performance of work. Prior to use, the Government will approve facilities and services to be provided and made available to the contractor by the ranges, staging areas and facilities.

The Government will provide other standard range services necessary to support the contractor at National Ranges. These services at the range will be specified in the Range Statement of Capability and Program Support Plan. Specific government furnished facilities and government furnished property will be specified in each individual delivery order.

H- 15 ORDERING PROCEDURES (ITEM 0004 and if and to the extent options are exercised Items 0104, 0204 and 0304)

a. Orders will be issued by a Government Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for the issuance of orders.
   (1) The Contracting Officer will issue orders in accordance with the terms and conditions of the basic contract. Each order will specify as applicable the launch site, period of performance and include a Delivery Order Requirements Document (DORD) that further refines the mission requirements as compared to the broader Technical Requirements Document of the basic contract.
b. The Contractor is not authorized to commence performance prior to execution of the delivery order by the Contracting Officer.
c. Delivery Orders may be issued and/or modified orally by the Contracting Officer in emergency circumstances; oral modifications/orders shall be confirmed by issuance of a written Delivery Order and/or Modification within five working days from the time of the oral communication.

H-16 FAR 52.217-7 OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM. (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as option items, in the quantity and at the price stated in the Schedule. The options shall be exercised, if at all, by written or telegraphic notice signed by the Contracting Officer and sent within the option period specified as follows:

ITEMS	EXERCISE ON OR BEFORE
0101 through 0105	48 MONTHS AFTER AWARD
0201 through 0205	72 MONTHS AFTER AWARD
0301 through 0305	96 MONTHS AFTER AWARDD

H-17 RESERVED

H-18 CDRL DATA DELIVERABLES

The Contractor shall be required to provide a hard copy of data as required by the CDRL distribution list until electronic delivery is established. Furthermore, the contractor shall be responsible for ensuring that quality control

procedures are in place for validating accuracy of electronically transmitted data; and shall ensure that these data products are of sufficient quality that users can read the document both online and printed. If quality is an issue on a particular document, the contractor will deliver hard copies as required while efficiently and effectively correcting the quality issue.

H-19 CHANGES TO THE INTEGRATED MANAGEMENT PLAN (IMP)

The IMP is a system-level, configuration-controlled item that is baselined at contract award, and includes Events, Accomplishments, Criteria and process Narratives. Any changes to the Events, Accomplishments, Criteria or Process Narratives are subject to the "changes" clause of this contract, and must be approved by the Contracting Officer prior to implementation. All changes to the IMP shall be evaluated by MDA/TC for possible cost and schedule impacts, process improvements, risk reduction and potential changes to technical requirements prior to submission to the Contracting Officer for approval.

IMP changes, which are approved by the Contracting Officer, take effect immediately and shall be incorporated into the contract within 30 days thereafter.

H-20 ASSOCIATE CONTRACTOR RELATIONSHIPS

a. The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data technical knowledge, expertise, and/or resources essential to the integration of the Targets and Countermeasures program, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. The agreements shall hold the Government harmless from liability for the unauthorized disclosure by the contractor of associate contractor proprietary information.

b. ACAs shall include the following general information:

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

c. The cooperating contractors shall provide a copy of such agreement to the Contracting Officer for review before execution of the document.

d. Nothing in the foregoing shall affect compliance with the requirements of SCR H-5 Organizational Conflict of Interest.

e. The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

f. Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

g. All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

SECTION I
CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	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	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	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
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	SEP 2002

52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
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
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16 Alt III	Progress Payments (APR 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
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997

52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed-Price Contracts) (Jun 2003) *Alternate I (DEVIATION)*	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Jan 1986) (Deviation)	JAN 1986
52.245-9	Use And Charges (Deviation)	APR 1984
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-24	Limitation Of Liability-High Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014 Alt I	Preference For Domestic Specialty Metals (APR 2003) - Alternate I	APR 2003

252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7032	Waiver Of United Kingdom Levies – Evaluation of Offers	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts	SEP 2001
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
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.234-7001	Earned Value Management System	MAR 1998
252.235-7003	Frequency Authorization	DEC 1991
252.235-7003 Alt I	Frequency Authorization (Dec 1991) - Alternate I	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	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
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract under Item 0004 shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through 48 months.

If and to the extent option Item 0104 is exercised, orders may be issued from the effective date of option exercise through 24 months.

If and to the extent option Item 0204 is exercised, orders may be issued from the effective date of option exercise through 24 months.

If and to the extent option Item 0304 is exercised, orders may be issued from the effective date of option exercise through 24 months.

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

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

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995) (Applicable to CLIN 0004 and if and to the extent options are exercised CLINs 0104, 0204 and 0304)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $1,000,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The minimum dollar amount the Government may order under this contract is $3,000,000.00. The Government reserves the right to allocate work outside this contract where it is in the best interest of the Government to do so.

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

(1) Any order for a single item in excess of $60,000,000.00;

(2) Any order for a combination of items in excess of $200,000,000.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days from contract's effective period.

(End of clause)

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, including, 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).

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY2004 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY2004, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

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

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

Any subcontract exceeding $1,000,000.00 not evaluated by the Government as part of the initial competition or as part of a delivery order.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:
Space and Missile Defense Technologies LLC; Advanced Engineering & Sciences, a division of ITT; Honeywell International Defense and Space Electronics; The TITAN Corporation; Teledyne Brown Engineering, Inc.; Dynetics; Booz Allen Hamilton; Toyon Research Corporation.
(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-67 . SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding $50.00. Bills under $50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office;

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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.

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

252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

Rocket motors, ordnance destruct systems and other equipment listed in the Government Property List in Attachment 5.

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

SECTION J
LIST OF ATTACHMENTS

Number	Title
Exhibit A	Contract Data Requirements List (DD 1423-1) dated 11 July 2003
Exhibit B	Contract Data Requirements List (DD-1423-1) dated 11 July 2003
Attachment 1	Statement of Work, dated 20 November 2003
Attachment 2	Technical Requirements Document, dated 10 July 2003
Attachment 3	DD 254 Contract Security Classification Specification
Attachment 4	Award Fee and Mission Success Determination Plan, dated 08 July 2003
Attachment 5	Reserved
Attachment 6	Integrated Management Plan, dated 20 November 2003
Attachment 7	Contract Work Breakdown Structure, dated 20 November 2003
Attachment 8	LMSS Comprehensive Small Business Subcontracting Plan, dated 20 November 2003
Attachment 9	Targets and Countermeasures Organizational Conflict of Interest Risk Mitigation Plan, dated 20 November 2003

EXHIBIT A

CONTRACT DATA REQUIREMENTS LIST (CDRL)

FOR THE

TARGETS AND COUNTERMEASURES (TC) PRIME CONTRACT

CDRLs INSTRUCTIONS AND TC CDRLs FOR CLIN 0001 AND IF AND TO THE EXTENT OPTIONS ARE EXERCISED, CLINS 0101, 0201, AND 0301

DATE: 11 July 2003

CONTRACT DATA REQUIREMENTS LIST (CDRL)

TARGETS AND COUNTERMEASURES (TC) PRIME CONTRACT

EXHIBIT A **CDRLs FOR CLIN 0001 AND IF AND TO THE EXTENT OPTIONS ARE EXERCISED, CLINS 0101, 0201, 0301**

Item	Description
A001	Contract Funds Status Report (CFSR)
A002	Cost Performance Report (CPR)
A003	Integrated Master Schedule (IMS) Update
A004	Interface Control Document (ICD)
A008	Technical Performance Measures (TPMs)
A016	Software Development Plan
A017	Master Program Test Plan

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that not withstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A001	CONTRACT FUNDS STATUS REPORT (CFSR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81468		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	Quarterly	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Block 4:

a. Contractor format is acceptable. Submittal shall be electronically using the ANSI ASC X 12 Transaction Set 839F, Project Cost Reporting, Version 004010. The Government will have access, on an as-required basis, to electronic Contractor CFSR data.

b. Contractor shall also submit a "roll-up" CFSR to include CLIN 0001 and CLIN 0004.

c. Report by CLIN in block 11 of CFSR. Reported by Government fiscal year in blocks 11b and 11c. CFSR data shall be reconciled to the Government's fiscal year (FY) end at 30 September if the contractor's FY does not coincide with the Government's.

d. The "at completion" column of Block 12 shall be the contractor's Estimated Price at Completion (EPC) (including Government share of any projected overruns). Contractor shall include an attachment that reconciles the cumulative and at completion data from the CFSR with the associated data from the CPR for the same report period.

e. Projections in blocks 12,13,14 of the CFSR shall be monthly for the first six months, then quarterly for the remainder of the fiscal year, then by fiscal year to contract completion.

f. For block 15 of the CFSR, report actual payments received as a cumulative value for the period from contract award through the current report date. Include any pertinent information to explain a projected change in funding required or change to the EPC.

g. The contractor will identify, in the remarks section of the CFSR, the dollar amount paid to date.

Block 11: Last day of contractor's monthly accounting period.

Block 12 & 13:

a. The initial submission is required electronically within sixty (60) days following contract award. Subsequent submission shall be due NLT twenty-one (21) days after the end of each subsequent quarter Government fiscal year period.

b. The initial submission for the "roll-up" is required electronically within ninety (90) days following contract award. Subsequent submission shall be due NLT twenty-one (21) days after the end of each subsequent quarter Government fiscal year period.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A002	COST PERFORMANCE REPORT (CPR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81466		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	MONTHLY	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Block 4:

Contractor format is acceptable. Electronic submission shall be made using ANSI ASC X 12 Transaction Set 839C, Project Cost Reporting, Version 004010. The Government will have access to, on an as-required basis, electronic Contractor Cost Performance Report (CPR) data.

A CPR shall be required for CLIN 0001 with formats 1, 3 and 5. A "roll-up" CPR with Formats 1, 2, 3 and 4 shall include CLIN 0001 and CLIN 0004.

Reporting levels shall be IAW the contractor's Work Breakdown Structure (WBS). Format 1 reporting will normally be Level Three of the WBS, but lower levels may be required for areas of significant technical, cost and/or schedule risk. If the budgeted value of a Level three CWBS element budget exceeds 20% of the Contract Budget Base (CBB) then that element will be reported at a lower level until none of the lower reporting elements exceed 20% of the CBB. If the budgeted value of a Level two CWBS element is less than 1% of the CBB then the element shall be reported at Level two, not subdivided into its Level three components. The contractor, with Government approval, shall review and update Format 1 reporting levels requirements at major program transitions (e.g., PDR, CDR, start of test program).

Current month cost (CV) and schedule variance (SV) explanations are required. Format 5 shall incorporate problem analyses and narrative explanations for Format 1 elements when cost/schedule variances fall within the following categories:

- Current period cost variances exceeding +/- $100K and +/-10 %
- Current period schedule variances exceeding +/- $100K and +/-10%
- Cumulative cost variances exceeding +/- $150K and +/-10 %
- Cumulative schedule variances exceeding +/- $150K and +/-10 %
- 5 largest variances at completion exceeding +/- $150K and +/-10 %
- Other cost and schedule variances or technical performance issues that are causing or are likely to cause significant schedule delays or cost overruns

All Budget at Completion (BAC) changes on Format 1 shall be explained in Format 5. All Management Reserve (MR) transactions, including the work scope to be covered by the MR, and the amount of MR distributed to the applicable WBS element shall be explained on Format 5. Undistributed Budget (UB) transactions shall be explained in a similar manner. The composition of UB, including EPC number and the associated contract modification dollar values (NTEs etc), shall also be listed in Format 5.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A002	COST PERFORMANCE REPORT (CPR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81466		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	MONTHLY	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Formats 3 and 4 shall include identical forecast periods. These periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annually, or annually to completion. Any change in the Format 3 total Performance Measurement Baseline (PMB) and/or any change in the current or forecast periods that exceeds 5% shall be explained in detail in Format 5. Any change in current, forecast period, or total manpower for each Format 4 element, that exceeds 10% shall be explained in Format 5. Explanation of the changes to the PMB shall include the movement of scope, schedule and budget for all periods.

Specific corrective actions, forecasted closure date, and impact to the Estimate at Completion (EAC) shall be included in each variance narrative. Schedule variance narratives shall identify significant missed milestones, impact to major milestones, and expected recovery dates. Contractor shall go to lowest CWBS level necessary to completely explain the variances.

Format 2 of the CPR shall provide the contractor's functional breakdown structure (e.g. Engineering, Manufacturing, Program Management, Quality, Test). Material and major subcontractors shall be included as separate elements. No formal monthly variance analysis is required for Format 2; however, the contractor should be able to correlate the variances in Format 1 to Format 2.

The Government reserves the right to review and modify, through negotiations, the variance analysis requirements and reporting levels for Formats 1, 2, 3, and 4 during the performance of the contract, but no sooner than six months after contract award.

"Best case", "Worst case" and "Most Likely" EACs at the total contract level are required.

Major subcontractor efforts shall be integrated into the CPR. The contractor shall also provide all major subcontractor CPRs or C/SSRs as an attachment to the contractor's CPR.

The Contractor will provide a "Flash Report" CPR to the Government within ten (10) days following close of the monthly accounting period. The "Flash Report" shall consist of Format 1 only.

Block 11: Last day of contractor's monthly accounting period.

Block 12: Initial submission is due NLT twenty-one (21) calendar days after the end of the first complete accounting period subsequent to the contracting officer's authority to proceed (including undefinitized contracting actions).

Block 13: Subsequent submissions shall be due NLT twenty-one (21) days after the end of each subsequent contractor's monthly accounting period.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A003	INTEGRATED MASTER SCHEDULE (IMS) UPDATE		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-81183A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	MONTHLY	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Block 4:

a. Contractor format is acceptable. Data will be provided in electronic format and will be Microsoft Project (latest version) compatible. The Government will have access, on an as-required basis, to electronic Contractor IMS data.

b. Major critical subcontracts will have applied to them the requirements of DI-MISC-81183A, Integrated Master Schedule. IMS required from subcontractors will be integrated with the contractor's scheduling system.

c. The contractor shall submit periodic analysis of progress. Form, content, threshold level determination for variance analysis, and impact reporting, and delivery shall be mutually agreed-to, between parties involved, following contract award.

d. The contractor shall submit schedule risk assessments and be prepared to actively participate in periodic schedule risk reviews to quantify work package level schedule risk.

Block 11: Last day of the calendar month.

Block 12: Initial submission is due NLT ten (10) calendar days after the end of the first complete calendar month subsequent to the contracting officer's authority to proceed (including undefinitized contracting actions).

Block 13: Subsequent submissions shall be due NLT twenty-one (21) days after the end of each calendar month.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A004	INTERFACE CONTROL DOCUMENT (ICD)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-81248A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ASREQ	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Block 4: Submissions shall be electronic

Block 8: Government review and approval (or disapproval) and comments to the updated portions of the document will be provided 30 days after receipt of each submittal.

Blocks 12 and 13: Submissions shall be:
a. Initial submission due 45 days prior to Critical Design Review (CDR).
b. Final update within 30 days after receipt of Government comments.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A008	SCIENTIFIC AND TECHNICAL REPORTS	TECHNICAL PERFORMANCE MEASURES (TPMs)	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80711A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	SEE BLOCK 16	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Block 4: Submissions shall be electronic

Provide quarterly updates to a subset (agreed upon by TC and the Contractor) of the existing TPMs for use in tracking performance. Contractor format applies but System TPMs shall, as a minimum, contain the following:

Definition of the TPM
Relationship to Specifications
Expected values at end of assessment periods and completion of major events
Variation between the expected and measured performance
Variation in performance as a function of time
Conditions, scenarios, and configurations associated with each expected and measured performance.
Mitigation Plan for TPMs showing shortfalls in performance

Blocks 10, 12, 13:

a. Individual TPMs will be updated on a schedule agreed to between the Government and the Contractor.
b. Initial submission is due NLT forty-five (45) days after contract award and shall include a brief narrative with the recommended schedule.
c. TC System TPMs will be updated quarterly.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
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Form Approved
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0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A016	SOFTWARE DEVELOPMENT PLAN		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-IPSC-81427A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	AS REQUIRED	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	AS REQUIRED	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Block 4: Contractor format acceptable. Submissions shall be electronic

The Software Development Plan shall also include a Modeling & Simulation Plan

Block 8: Government review and approval (or disapproval) and comments to the updated portions of the plan will be provided within 30 days after receipt of each submittal

Blocks 12 & 13:Submissions shall be due:
a. Initial submission due NTL ninety (90) days after contract award.
b. Submit final update NLT thirty (30) days after receipt of Government comments
c. Update as required

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0002	A	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A017	TEST AND EVALUATION PROGRAM PLAN	MASTER PROGRAM TEST PLAN	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-NDTI-81284		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	AS REQUIRED	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TC0		01	

16. REMARKS

Block 4: Contractor format acceptable. Submissions shall be electronic

Block 8: Government review and approval (or disapproval) and comments to the plan will be provided within forty-five (45) after receipt of each submittal.

Blocks 12 & 13: Submissions shall be due:
a. Initial submission due NLT ninety (90) days after contract award.
b. Submit final update NLT thirty (30) days after receipt of Government comments

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

EXHIBIT B

CONTRACT DATA REQUIREMENTS LIST (CDRL)

FOR THE

TARGETS AND COUNTERMEASURES (TC) PRIME CONTRACT

CDRLs INSTRUCTIONS AND TC CDRLs FOR CLIN 0004 AND IF AND TO THE EXTENT OPTIONS ARE EXERCISED, CLINS 0104, 0204, AND 0304

DATE: 11 July 2003

CONTRACT DATA REQUIREMENTS LIST (CDRL)

TARGETS AND COUNTERMEASURES (TC) PRIME CONTRACT

EXHIBIT B CDRLs FOR CLIN 0004 AND IF AND TO THE EXTENT OPTIONS ARE EXERCISED, CLINS 0104, 0204, AND 0304

Item	Description
B001	Contract Funds Status Report (CFSR)
B002	Cost Performance Report (CPR)
B003	Integrated Master Schedule (IMS) Update
B004	Interface Control Document (ICD)
B005	System Acceptance Turnover Plan
B006	Product Support Management Plan (PSMP)
B007	Safety Assessment Report (SAR)/Hazard Tracking System (HTS)/Explosive Hazard Classification Data
B008	Technical Performance Measures (TPMs)
B009	Environmental Plan
B011	Technical Report
B012	Test Plans and Procedures
B013	Test/Inspection Report
B014	Product Drawings and Associated Lists
B015	Design Review Data package

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B001	CONTRACT FUNDS STATUS REPORT (CFSR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81468		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	Monthly	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4:

a. Contractor format is acceptable. Submittal shall be electronic using the ANSI ASC X 12 Transaction Set 839F, Project Cost Reporting, Version 004010. The Government will have access, on an as-required basis, to electronic Contractor CFSR data.
b. Report by CLIN in block 11 of CFSR. Report by Government fiscal year in blocks 11b and 11c. CFSR data shall be reconciled to the Government's fiscal year (FY) end at 30 September if the contractor's FY does not coincide with the Government's.
c. The "at completion" column of Block 12 shall be the contractor's Estimated Price at Completion (EPC) (including Government share of any projected overruns). Contractor shall include an attachment that reconciles the cumulative and at completion data from the CFSR with the associated data from the CPR for the same report period.
d. Projections in blocks 12,13,14 of the CFSR shall be monthly for the first six months, then quarterly for the remainder of the fiscal year, then by fiscal year to contract completion.
e. For block 15 of the CFSR, report actual payments received as a cumulative value for the period from contract award through the current report date. Include any pertinent information to explain a projected change in funding required or change to the EPC.
f. The contractor will identify, in the remarks section of the CFSR, the dollar amount paid to date.

Block 11: Last day of contractor's monthly accounting period.

Block 12 & 13:

a. Initial submission due NLT sixty (60) days following Delivery Order award.
b. Subsequent submission shall be due twenty-one (21) days after the end of each subsequent contractor's monthly accounting period.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B002	COST PERFORMANCE REPORT (CPR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81466		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
LT	F	MONTHLY	SEE BLOCK 16		b. COPIES		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		Final	
NO		SEE BLOCK 16	SEE BLOCK 16		Draft	Reg	Repro
				MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4:

a. Contractor format is acceptable. In addition to a hardcopy submittal, electronic submission shall be made using ANSI ASC X 12 Transaction Set 839C, Project Cost Reporting, Version 004010. The Government will have access to, on an as-required basis, electronic Contractor Cost Performance Report (CPR) data.

b. A CPR shall be required for each Delivery Order to include formats 1, 3 and 5.

c. Reporting levels shall be IAW the contractor's Work Breakdown Structure (WBS). Format 1 reporting will normally be Level Three of the WBS, but lower levels may be required for areas of significant technical, cost and/or schedule risk. If the budgeted value of a Level three CWBS element budget exceeds 20% of the Contract Budget Base (CBB) then that element will be reported at a lower level until none of the lower reporting elements exceed 20% of the CBB. If the budgeted value of a Level two CWBS element is less than 1% of the CBB then the element shall be reported at Level two, not subdivided into its Level three components. The contractor, with Government approval, shall review and update Format 1 reporting levels requirements at major program transitions (e.g., PDR, CDR, start of test program).

Current month cost (CV) and schedule variance (SV) explanations are required. Format 5 shall incorporate problem analyses and narrative explanations for Format 1 elements when cost/schedule variances fall within the following categories:

- Current period cost variances exceeding +/- $100K and +/- 10%
- Current period schedule variances exceeding +/- $100K and +/-10%
- Cumulative cost variances exceeding +/- $150K and +/-10%
- Cumulative schedule variances exceeding +/- $150K and +/-10%
- 5 largest variances at completion exceeding +/- $150K and +/-10%
- Other cost and schedule variances or technical performance issues that are causing or are likely to cause significant schedule delays or cost overruns

All Budget at Completion (BAC) changes on Format 1 shall be explained in Format 5. All Management Reserve (MR) transactions, including the work scope to be covered by the MR, and the amount of MR distributed to the applicable WBS element shall be explained on Format 5. Undistributed Budget (UB) transactions shall be explained in a similar manner. The composition of UB, including EPC number and the associated contract modification dollar values (NTEs etc), shall also be listed in Format 5.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST
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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B002	COST PERFORMANCE REPORT (CPR)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MGMT-81466		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	MONTHLY	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Format 3 periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annually, or annually to completion. Any change in the Format 3 total Performance Measurement Baseline (PMB) and/or any change in the current or forecast periods that exceeds 5% shall be explained in detail in Format 5. Any change in current, forecast period, that exceeds 10% shall be explained in Format 5. Explanation of the changes to the PMB shall include the movement of scope, schedule and budget for all periods.

Specific corrective actions, forecasted closure date, and impact to the Estimate at Completion (EAC) shall be included in each variance narrative. Schedule variance narratives shall identify significant missed milestones, impact to major milestones, and expected recovery dates. Contractor shall go to lowest CWBS level necessary to completely explain the variances.

The Government reserves the right to review and modify, through negotiations, the variance analysis requirements and reporting levels for Formats 1, and 3 during the performance of the contract, but no sooner than six months after Delivery Order award.

"Best case", "Worst case" and "Most Likely" EACs at the total contract level are required.

Major subcontractor efforts shall be integrated into the CPR. The contractor shall also provide all major subcontractor CPRs or C/SSRs as an attachment to the contractor's CPR.

The Contractor will provide a "Flash Report" CPR to the Government within ten (10) days following close of the monthly accounting period. The "Flash Report" shall consist of Format 1 only.

Block 11: Last day of contractor's monthly accounting period.

Block 12: Initial submission is due electronically NLT twenty-one (21) calendar days after the end of the first complete accounting period subsequent to award of each Delivery Order.

Block 13: Subsequent submissions shall be required electronically NLT twenty-one (21) days after the end of each subsequent contractor's monthly accounting period.

15. TOTAL →	Draft	Final Reg	Final Repro
		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B003	INTEGRATED MASTER SCHEDULE (IMS) UPDATE		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-81183A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	MONTHLY	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	SEE BLOCK 16	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4:

a. Contractor format is acceptable. Data will be provided in electronic format and will be Microsoft Project (latest version) compatible. The Government will have access, on an as-required basis, to electronic Contractor IMS data.

b. Major critical subcontracts will have applied to them the requirements of DI-MISC-81183A, Integrated Master Schedule. IMS required from subcontractors will be integrated with the contractor's scheduling system.

c. The contractor shall submit periodic analysis of progress. Form, content, threshold level determination for variance analysis, and impact reporting, and delivery shall be mutually agreed-to, between parties involved, following contract award.

d. The contractor shall submit schedule risk assessments and be prepared to actively participate in periodic schedule risk reviews to quantify work package level schedule risk.

Block 11: Last day of contractor's monthly accounting period.

Block 12: Initial submission is due NLT twenty-one (21) calendar days after the end of the first complete calendar month subsequent to Delivery Order award (including undefinitized contracting actions).

Block 13: Subsequent submissions shall be due NLT twenty-one (21) days after the end of each calendar month.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B004	INTERFACE CONTROL DOCUMENT (ICD)		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-CMAN-81248A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ASREQ	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Block 8: Government review and approval (or disapproval) and comments to the updated portions of the document will be provided 30 days after receipt of each submittal.

Blocks 12 and 13: Submissions shall be:
a. Initial submission due 45 days prior to Critical Design Review (CDR).
b. Final update within 30 days after receipt of Government comments.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B005	SCIENTIFIC AND TECHNICAL REPORTS	SYSTEM ACCEPTANCE AND TURNOVER PLAN	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80711A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ONE/R	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format acceptable. Submittal shall be electronic.

The document will contain a detail description of the Contractor's plan for preparing the Targets and Countermeasures Systems for acceptance by the Government. It will describe all acceptance testing performed by the Contractor and the criteria for successful completion of the test. The plan will contain a detail listing of the acceptance data package to be provided to the Government when the system is delivered, i.e., DD250.

Block 8: Government review and approval (or disapproval) and comments to the updated portions of the plan will be provided within 30 days after receipt of each submittal.

Blocks 12 & 13:Submissions shall be due:

a. Initial submission due NLT sixty (60) days after Delivery Order award
b. Subsequent submission due NLT ninety (90) days prior to ILC.
c. Submit final update NLT thirty (30) days after receipt of Government comments.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B006	INTEGRATED LOGISTICS SUPPORT PLAN	PRODUCT SUPPORT MANAGEMENT PLAN (PSMP)	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ILSS-80095		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES	
LT	F	ONE/R	SEE BLOCK 16			

8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A		N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

The Product Support Management Plan shall contain the following unless otherwise directed by the Government:

1. INTRODUCTION:
   - A. Purpose
   - B. General description of product and supported mission(s)

2. PRODUCT SUPPORT APPROACH:
   - A. Contractor responsibilities
     - i. Operations support
     - ii. Maintenance
     - iii. Logistics
     - iv. Material management
   - B. Other roles & responsibilities

3. PRODUCT MANAGEMENT SUPPORT PLANNING
   - A. Outline of life cycle product support functional elements and activities.
   - B. Outline of supply chain supporting delivery order execution, with identification of critical long-lead items and planning factors
   - C. Contractor approach for identifying facility requirements (e.g., contractor & range requirements, missile assembly, and storage to include ordnance, classified, and other special requirements).
   - D. Transportation: Contractor approach for movement of materiel, including retrograde movement.
   - E. Packaging/Handling – The contractor's approach for packaging, handling of assets to include classified/unclassified, ordnance, hazardous material, etc.
   - F. Supply Support: Contractor approach for replacement / spare parts, with identification of critical long-lead items and planning factors.
   - G. Maintenance: Contractor approach for maintaining and servicing materiel through product life cycle.
   - H. Contractor approach for processing documentation (e.g. air certification data worksheets, UDS, DD form 1149, DD form 1348, DD form 250, Shipper's Declaration for Dangerous Goods, IHC's, CAA's), and list of documentation.
   - I

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B006	INTEGRATED LOGISTICS SUPPORT PLAN	PRODUCT SUPPORT MANAGEMENT PLAN (PSMP)	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ILSS-80095		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ONE/R	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Block 4 continued:

4. GOVERNMENT FURNISHED PROPERTY (GFP)
   A. List of GFP items that may be made available to the contractor in support of the Delivery Order.
   B. Contractor approach for handling GFP and meeting GFP database requirements.
   C. Schedule for preventive maintenance checks and services (PMCS).

Block 8: Government review and approval (or disapproval) and comments to the updated portions of the plan will be provided within thirty (30) days after receipt of each submittal.

Blocks 12 and 13: Submissions shall be:
a. Initial submission due at Critical Design review (CDR)
b. Final update within 30 days after receipt of Government comments

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B007	SAFETY ASSESSMENT REPORT (SAR) / HAZARD TRACKING SYSTEM (HTS) / EXPLOSIVE HAZARD CLASSIFICATION DATA		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-SAFT-80102B DI-SAFT-81299		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES		
LT	F	ONE/R	SEE BLOCK 16				
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**	**a. ADDRESSEE**		**Final**	
A		N/A	SEE BLOCK 16		Draft	Reg	Repro
				MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Document content will address potential hazards associated with physical and personnel safety, environmental pollution or hazardous materials and waste, and personal health, risk assessments and hazards prioritization, and the databases used to identify, track, and minimize the aforementioned hazards associated with each system test(s).

Block 8: Government review and approval (or disapproval) and comments will be provided within thirty (30) days after receipt of each submittal.

Blocks 12 and 13: Submissions shall be:
a. Initial submission due NLT PDR.
b. Final submission due NLT thirty (30) days after receipt of Government comments.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B008	SCIENTIFIC AND TECHNICAL REPORTS	TECHNICAL PERFORMANCE MEASURES (TPMs)	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80711A		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	SEE BLOCK 16	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Provide quarterly updates to a subset (agreed upon by TC and the Contractor) of the existing TPMs for use in tracking performance. Contractor format applies but TC System TPMs shall, as a minimum, contain the following:

Definition of the TPM
Relationship to Specifications
Expected values at end of assessment periods and completion of major events
Variation between the expected and measured performance
Variation in performance as a function of time
Conditions, scenarios, and configurations associated with each expected and measured performance.
Mitigation Plan for TPMs showing shortfalls in performance

Blocks 10, 12, 13:

a. a. Individual TPMs will be updated on a schedule agreed to between the Government and the Contractor.
b. Initial submission is due NLT forty-five (45) days after Delivery Order award and shall include a brief narrative with the recommended schedule.
c. TC System TPMs will be updated quarterly.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B009	ENVIRONMENTAL PLAN		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ENVR-81374		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ONE/R	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	N/A	SEE BLOCK 16	MDA/TCO		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

The Environmental Plan should include inputs to facilitate the Government's environmental analysis and assessment process.

Blocks 12 and 13, Submissions shall be:

a. Initial submission is due NLT ninety (90) days after delivery order award.
b. Subsequent submission as requested.

15. TOTAL →		01	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B011	SCIENTIFIC AND TECHNICAL REPORTS SUMMARIES	TECHINICAL REPORT	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-MISC-80048		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	SEE BLOCK 16	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Submittal shall be electronic. Contractor shall submit a pre-flight report and a post-flight report. Pre-flight report at a minimum shall include trajectory, predictions and data.

Block 8: Government review and approval (or disapproval) and comments will be provided NLT fifteen (15) days after receipt of each submittal (except for "Quick Look" report or interim report).

Blocks 10, 12 and 13: Submissions shall be:

a. Pre-flight report is due at Critical Design Review (CDR) or as required by the Delivery Order.
b. Post-flight technical reports are due as required by the Delivery Order.
c. Final submission of the T+30 day post-flight report is due NLT fifteen (15) days after receipt of government comments.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:N/A REF: DOD 5010.12-L AMSDL
0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B012	TEST PLAN	TEST PLANS AND PROCEDURES	

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-NDTI-80566		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ONE/R	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
A	N/A	SEE BLOCK 16	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Block 8: Government review and approval (or disapproval) and comments to the plan/procedures will be provided within fifteen (15) days after receipt of each submittal.

Blocks 12 and 13: Submission shall be:

a. Initial Test plan due NLT ninety (90) days prior to scheduled test.
b. Initial Test procedures due NLT sixty (60) days prior to scheduled test.
c. Submit update within fifteen (15) days after receipt of Government comments.
d. Distribute approved plan/procedures thirty (30) days prior to scheduled test.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B013	TEST/INSPECTION REPORT		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-NDTI-80566		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	ONE/R	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	N/A	SEE BLOCK 16	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Blocks 12 and 13: Submissions shall be:

a. Preliminary Test/Inspection report due NLT sixty (60) days after completion of test
b. Revise as required

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

CONTRACT DATA REQUIREMENTS LIST
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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B014	PRODUCT DRAWINGS AND ASSOCIATED LISTS		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-SESS-81000B		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION			
LT	F	AS REQUIRED	SEE BLOCK 16		b. COPIES		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		Final	
NO		N/A	SEE BLOCK 16		Draft	Reg	Repro
				MDA/TCO		01	
				15. TOTAL →		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable.

Blocks 12 and 13: Submissions shall be:
a. Submit up to Level 3 Drawings with Preliminary Design Review (PDR) package
b. Submit up to Level 3 Drawings with Critical Design Review (CDR) package

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

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0005	B	TDP____ TM____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
TARGETS AND COUNTERMEASURES PRIME CONTRACT		

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
B015	DESIGN REVIEW DATA PACKAGE		

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ILSS-81335		MDA/TC	

7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	b. COPIES
LT	F	AS RQUIRED	SEE BLOCK 16		

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	Draft	Final Reg	Final Repro
NO	N/A	SEE BLOCK 16	MDA/TCO		01	
			15. TOTAL →		01	

16. REMARKS

Submit in accordance with applicable Delivery Order

Block 4: Contractor format is acceptable. Submittal shall be electronic.

Appendices A, D, and E of MIL-STD-1521B and 5.6.2, 5.6.3 of MIL-STD-973 should be used as guidelines.

Blocks 12 and 13: Submissions shall be:

a. First submission due twenty-one (21) days prior to Systems Requirement Review (SRR)
b. Subsequent submission due twenty-one (21) days prior to Preliminary Design review (PDR)
c. Subsequent submission due thirty (30) days prior to Critical Design Review (CDR)

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Kenneth Rackers /S/	11 July 2003	Mr. Chester A. DeCesaris /S/	11 July 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 1
CONTRACT HQ0006-04-C-0006

STATEMENT OF WORK

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

20 NOVEMBER 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 2
CONTRACT HQ0006-04-C-0006

TECHNICAL REQUIREMENTS DOCUMENT

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

10 JULY 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 3
CONTRACT HQ0006-04-C-0006

CONTRACT SECURITY CLASSIFICATION SPECIFICATION

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

4 DECEMBER 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 4
CONTRACT HQ0006-04-C-0006

AWARD FEE AND MISSION SUCCESS DETERMINATION PLAN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

8 JULY 2003

ATTACHMENT (4)
AWARD FEE
AND
MISSION SUCCESS
DETERMINATION PLAN
FOR
TARGETS AND COUNTERMEASURE PROGRAM
PRIME CONTRACT

July 8, 2003
DATE OF APPROVAL

Award Fee Review Board Chairperson:

CHESTER A. DECESARIS
Program Director
Targets and Countermeasures

APPROVED:

Fee Determining Official:

RONALD T. KADISH
Lieutenant General, USAF
Director, Missile Defense Agency

SECTION 1. INTRODUCTION

A. Purpose. This plan documents the process for the administration of award fee and mission success under this contract. The purpose of this plan is to establish an incentive system by which the Government can emphasize excellent performance and reward the contractor based on performance as specified in this plan. This plan will define the responsibilities, policies, and methodology by which the Government will evaluate contractor performance and make award fee and mission success determinations.

B. General. This plan supports two separate incentive processes: 1) Award Fee for the Targets and Countermeasures Program Integration CLIN and the Cost Plus Award Fee ID/IQ SubCLIN for Product Line Acquisitions, Integration and Presentations (Section 2, below); and 2) Mission Success Fee for specified Delivery Orders (Section 3, below). It is the intent of the Government to only apply Mission Success pools to certain Delivery Orders in which the mission requires a target launch. The Government will unilaterally determine which Delivery Orders will include Mission Success criteria and pools. The determination will be made prior to issuance of the Delivery Order. Under the Award Fee provisions of this plan, the contractor may earn award fee as determined by an evaluation board established in Section 2 below. Under the Mission Success provisions of this plan, the contractor may also earn mission success fee based on the criteria established in Section 3 below. Both subjective judgment and objective criteria on the part of the Government evaluators are implicit in the fee determining process.

C. Objectives. The objectives of this Award Fee (Section 2) and Mission Success (Section 3) Determination Plan are to provide incentives to the contractor to perform in an effective and collaborative manner and promote excellence in contract performance in areas described in Section 2 and Section 3 of this plan.

SECTION 2. AWARD FEE PROCESS

A. Organizational Structure

The contractor shall be paid award fee as deemed appropriate by the Fee Determination Official (FDO) based upon recommendations of the Award Fee Board (AFB).

The Director, Missile Defense Agency is the FDO for this effort. The contractor's performance for each period will be evaluated by the AFB. The Government may unilaterally change the composition of the AFB as necessary. The AFB may be supported by Monitors (assigned by the FDO or AFB) a recorder and advisors as listed to assist in evaluation of the contractor in each evaluation category and subcategory. Advisors and the recorder are non-voting members. To conduct an award fee evaluation, at least five (5) of the AFB voting members must be present. The AFB members are as follows:

- Director, Targets and Countermeasures (TC) (Chairman)
- Assistant Program Director, T/CM System Engineering (TCE)
- Assistant Program Director, Business and Financial Operations (TCO)
- Product Line Manager
- Mission Manager
- Manager (LSE/LOG/INV)
- Contracting Officer (CT) (or designee)
- Program Action Officer (TCO) (recorder) (non-voting)
- Deputy for Contracting (CT) (or designee)(advisor)(non-voting)
- General Counsel (GC) (or designee)(advisor)(non-voting)

At the end of each award fee period, the FDO shall, based upon the recommendation of the AFB and any other pertinent information, determine the amount of award fee, if any, which will be paid to the contractor for work performed during that award fee period.

B. Responsibilities

1. Fee Determination Official (FDO). The Director, Missile Defense Agency serves as the FDO for the Targets and Countermeasure Prime Contract. The FDO reviews the recommendation(s) of the AFB, considers all pertinent data, and unilaterally determines the earned award-fee amount for each evaluation period. The FDO then advises the Director, Targets and Countermeasures (TC), Contracting Officer and Prime Contractor of all fee decisions.

2. Award Fee Board (AFB) Chairman. The AFB Chairman presents the AFB's recommendation to the FDO and prepares and presents performance evaluation letters to the Fee Determining Official for review and signature.

3. Award Fee Board (AFB) Members. The AFB members review the contractor's performance and consider all other information from pertinent sources such as DCAA and DCMA and arrive at an earned award-fee recommendation to be presented to the FDO. The AFB members may also recommend changes to this plan.

4. Contracting Officer (CO). The Contracting Officer in addition to being a voting member on the AFB is responsible for 1) issuing contract modifications obligating award fee authorized by the FDO and 2) implementing all changes to the Award Fee Determination Plan.

5. AFB Recorder. The Program Action Officer (MDA/TCO) serves as the recorder. The AFB recorder is responsible for coordinating the administrative actions required by the FDO, the AFB, and the Monitors (if used in the Award Fee Determination process) including: 1) receipt, processing and distribution of contractor's self-assessment reports and briefings to the FDO, AFB members and Monitors; 2) scheduling and notifying the FDO, AFB, Monitors and contractor of award fee meetings; 3) assisting the FDO and AFB with award fee evaluation meetings; 4) timely receipt and coordination of the Monitors' efforts, reports and testimony; 5) retaining and maintaining award fee historical files and other documentation; and 6) accomplishing other actions required to ensure the smooth operation of the award fee process.

6. Monitors. Monitors, if used in the Award Fee Determination process, maintain written records of the contractor's performance in their assigned evaluation area(s). Monitors prepare end-of-period evaluation reports as directed by the AFB. The AFB chairman identifies the Monitors prior to the evaluation period and notifies them as to their assigned evaluation area(s).

C. Award Fee Determination Process

1. Performance Rating and Determination of Award Fee. The AFB will assess the contractor's performance in meeting the period-specific objectives for each of the evaluation categories. This assessment will be utilized to calculate the award fee earned amount that the AFB Chair will include in his/her recommendation to the FDO.

2. Award Fee Determination Procedures. The contractor shall furnish to the AFB such information as may be reasonably required to assist the board in evaluation of the contractor's work as follows:

a. Five (5) working days prior to the award fee evaluation meeting, the contractor shall electronically provide to the CO and AFB recorder a written self-assessment of its performance under the Contract Performance Element during the award fee period. This information shall include a complete evaluation on the contractor's efforts, accomplishments, products due and delivered for the period, problems, recommendations, costs incurred and any other data the contractor considers appropriate. Definitive and quantifiable data shall be provided. In addition, the Government may request an oral presentation of the contractor's self-assessment. The content of the oral presentation shall not be substantially different than the written self-assessment previously provided.

b. The Government Award Fee evaluation meeting will be held within forty-five (45) calendar days after the end of each award fee period. The AFB Chair will present the AFB's summary of the meeting and its recommendation to the FDO as soon as possible after the AFB meeting. After the Award Fee evaluation meeting, the AFB Chair will prepare a performance evaluation letter and present it to the Fee Determining Official for review

and signature. The evaluation letter should include evaluation scoring and a written summary for each evaluation category.

c. The Contracting Officer will issue a unilateral modification to the contractor to provide the earned award fee.

D. Final Decision

Determinations of the Fee Determination Official, with respect to the amount of the award fee to be paid to the contractor and the methodology for determining the award fee, are unilateral decisions made solely at the discretion of the Government.

E. Payment of Award Fee

The contractor shall be paid award fee, if any awarded during the period, upon submittal of a proper invoice or voucher to DCAA (to be forwarded to the cognizant Payment Office), together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable award fee period. The contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

F. Award Fee Rollover

Rollover is not automatic and will be permitted only at the discretion of the Fee Determining Official.

G. Award Fee Base and Maximum Fee

The base fee for this effort is zero (0). The maximum award fee for this effort shall not exceed the maximum award fee dollars available. In the event that the contractor does not perform in accordance with the performance objectives the FDO has discretion to award zero (0) award fee.

H. Termination for Convenience

In the event the contract is terminated in whole, or in part, for convenience of the Government, the contractor will be entitled to retain all award fee previously determined to be earned by the FDO prior to the effective date of such termination. Invoices in process for award fee earned, but not paid as of the effective date of termination will be paid by the Government as if the termination for convenience had not occurred. If the Government elects to terminate for convenience after the start of an award fee period, the award fee deemed earned and to be paid for this period will be determined by the FDO. The remaining award fee dollars for all periods subsequent to this termination, including mission success payments, shall not be considered available or earned, and therefore, shall not be paid.

I. Award Fee Elements and Allocations

The Award Fee Plan will be used to evaluate CLINs 0001 and, if and to the extent options are exercised, 0101, 0201, 0301 and Delivery Orders placed under SubCLINs 0004AB and, if and to the extent the options are exercised, 0104AB, 0204AB and 0304AB. The assessment of the contractors performance in the Functional Performance Areas for these CLINs will be made in conjunction with scheduled Award Fee Evaluations. The award fee is segregated between CLIN 0001 and the Delivery Orders issued under SubCLIN 0004AB. These CLINs will be evaluated using the contract performance element as follows:

Contract Performance Elements: The contractor's performance under CLIN 0001 will be measured in three (3) Functional Performance Areas (FPA) covering management, cost&schedule, and system engineering/performance. The contractor's performance under SubCLIN 0004AB will be measured in three (3) Functional Performance Areas (FPA) covering management, cost&schedule, and technical performance. The contractor's performance will be evaluated in accordance with Section J below.

J. Contract Performance Element: Award Fee Evaluation Criteria and Performance Rating

Evaluation Criteria. Evaluation categories and subcategories applicable to overall CLIN 0001 and SubCLIN 0004AB efforts are defined below. Evaluation criteria and category weights for each evaluation period may be unilaterally adjusted by the Government based upon the specific performance objectives for that period, provided that they are transmitted by the FDO to the contractor no later than five (5) working days prior to the start of the new award fee period. Changes affecting the current evaluation period must be by mutual agreement of the parties. If there are no changes, it is assumed the previous period criteria will be used.

Criteria Applicable to CLIN 0001

(i) Management (30%)
The contractor's performance will be evaluated in terms of its effectiveness in performing the overall program management. MDA/TC emphasizes a proactive management and disciplined technical approach. Those aspects of management performance that may be considered are:

a. Implementation and execution of program plans and controls with effective flow-down throughout the organization including subcontractors;
b. Efforts to identify, communicate and resolve problems quickly;
c. Responsiveness to the Government with respect to proposal development and other requested information;
d. Coordination and integration of technical and planning baselines with Missile Defense Agency stakeholders and customers;
e. Coordination and integration with external agencies to support BMDS testing;
f. Effectiveness in establishing efficient common processes;
g. Successfully fosters and maintains competition at the component and subsystem levels; and
h. Consistently meets or exceeds subcontracting goals;

(ii) Cost & Schedule (30%)
The contractor's performance will be evaluated in terms of its overall effectiveness in managing cost and schedule. MDA/TC emphasizes a proactive approach to cost control and schedule centered on early planning and notification. Those aspects of cost and schedule that may be considered are:

a. Cost and schedule data are accurate, complete, timely, consistent, understandable, traceable and integrated with subcontractor data;
b. Proactive and innovative pursuit of program cost control to include introducing concepts or initiatives which produce demonstrable reductions in program cost without adding risk;
c. Cost estimates/proposals are realistic, current and adequate;
d. Efforts and success at performing within initial cost and schedule estimates;
e. Cost investment recommendations and decisions provide effective near and long term solutions;
f. Earned Value Management is successfully integrated into program management and includes effective cost and schedule variance analysis;
g. Schedule milestone tracking and projections are accurate and prevent program impact;
h. Risk management is effectively used to gain insight and control costs and schedules; and

i. Inventory management system is balanced such that target system needs are met while surplus inventory is minimized and reliability is ensured.

(iii) Systems Engineering/Performance (40%)
The contractor will be evaluated in terms of its overall effectiveness in performing overall system engineering and performance. MDA/TC emphasizes a proactive approach to system engineering centered on components and their integration for use in product lines of targets. Those aspects of Systems Engineering and performance that may be considered are:

a. Technical responsiveness of products to the scope and intent of the TRD and delivery orders;
b. Responsiveness of products and solutions to changes in technical guidance/direction;
c. Quality of technical recommendations and products, consistent with state of the practice in relevant domains;
d. Completeness of technical products;
e. Diversity of technical alternatives considered, demonstrating a community-wide search for options to include assets currently available in Government inventory;
f. Accuracy, thoroughness and repeatability of analyses leading to technical conclusions and recommendations;
g. Consistency of technical solutions and products with appropriate DOD, MDA and other applicable standards;
h. Development of solutions that apply across products or product lines; and
i. Identification and management of configuration items and interfaces.

Criteria Applicable to SubCLIN 0004AB

(i) Management (20%)
The contractor's performance will be evaluated in terms of its overall effectiveness in managing the Delivery Order. MDA/TC emphasizes a proactive management and disciplined technical approach. Those aspects of management performance that may be considered are:

a. Execution of integrated planning and scheduling documentation and activities, from initial planning through successful execution, with effective flow-down throughout the organization including subcontractors;
b. Efforts to identify, communicate and resolve problems quickly;
c. Responsiveness to Government requests for information;
d. Coordination and integration with external agencies to support BMDS testing; and
e. Effectiveness in executing common processes.

(ii) Cost & Schedule (40%)
The contractor's performance will be evaluated in terms of its overall effectiveness in managing cost and schedule of Delivery Orders. MDA/TC emphasizes a proactive approach to cost control and schedule centered on planning and notification. Those aspects of cost and schedule that may be considered are:

a. Cost and schedule data are accurate, complete, timely, consistent, understandable, traceable and integrated with subcontractor data;
b. Effective cost control and execution of concepts or initiatives which produce demonstrable reductions in cost without adding risk;
c. Cost estimates/proposals are realistic, current and adequate;

d. Efforts and success at performing within initial delivery order cost and schedule estimates;
e. Earned Value Management under delivery order is successfully integrated into overall program management and includes effective cost and schedule variance analysis;
f. Schedule milestone tracking and projections are accurate and prevent program impact; and
g. Risk management is effectively used to gain insight and control costs and schedules.

(iii) Technical Performance (40%)
The contractor will be evaluated in terms of its overall technical effectiveness in performing the delivery orders. MDA/TC emphasizes a proactive approach to technical performance centered on components and their integration for use in target systems. Those aspects of technical performance that may be considered are:

a. Technical performance of products in response to the TRD and delivery order requirements;
b. Responsiveness of products and solutions to changes in technical guidance/direction;
c. Completeness of technical products;
d. Consistency of technical solutions, products and interfaces with appropriate DOD, MDA and other applicable standards;
e. Consistency of products with plans and requirements identified in related overall system engineering products and deliverables;
f. Development and integration timelines of target solutions are optimized;
g. Identification and management of configuration items and interfaces; and
h. Successful integration and upgrade of items/components including items/components provided as GFP.

2. Rating Plan.

i. In evaluating the performance under CLIN 0001 and SubCLIN 0004AB, the following adjectival and numerical ratings will be used.

ADJECTIVE RATING	NUMERICAL RATING	CRITERIA
EXCELLENT	90-100	The contractor's performance significantly exceeds standards although there may be a few examples of performance only meeting the standards and/or needing improvements, all of which are minor, and they are more than offset by cited examples of performance significantly exceeding standards.
GOOD	80-89	The contractor's performance generally exceeds standards and more than offsets the cited examples of performance only meeting standards and/or needing improvement.
ACCEPTABLE	66-79	The contractor's performance meets standards. Any cited examples of performance exceeding standards are approximately offset by cited examples of performance needing improvement.
UNACCEPTABLE	65 or below	The contractor's performance is does not meet the standards and although there may be a few examples of performance exceeding and/or meeting standards they are more than offset by cited examples of not meeting standards.

ii. The relationship of the numerical performance rating to the award fee earned is described below. A performance rating of 65 or below is deemed unacceptable and the contractor is not entitled to any award fee for that period.

.5 + [.5(AWARD FEE SCORE - 65)/35] X AWARD FEE POOL = AWARD FEE EARNED

Exception: A numerical rating of 65 or below (UNACCEPTABLE) equates to zero (0) award fee earned.

SECTION 3. MISSION SUCCESS PROCESS

The Government shall unilaterally determine mission failure or success in accordance with the criteria defined below. The Government shall make a determination within 45 days after Government receipt of Contractor provided post-flight data (refer to paragraph (A) (1) below). The determination of mission failure or success by the Government shall be unilateral.

A. Mission Success Verification

A successful flight will require verification of successful completion of prescribed technical and schedule objectives. Verification of technical objectives will be the responsibility of the Government based on data provided by the Contractor and other independent sources. Verification of environments to which the target is exposed is the responsibility of the Government. If, however, such verification cannot be accomplished, and the target performs its required functions, then the target shall be presumed to have performed within specification requirements.

(1) Contractor Responsibilities: The Contractor shall provide to the Government, within 30 days after launch (unless otherwise directed in a Delivery Order), the following data for post-flight review:

(i) Trajectory elements determined from vehicle guidance data and any available GPS data.

(ii) Vehicle data indicating payload separation.

(iii) Vehicle environmental data, including shock, vibration, acceleration, and thermal data, including data at the vehicle/payload interface.

(iv) Vehicle sequencing and attitude data.

(v) Any other information or data in the possession of the Contractor that the Government deems necessary in making a mission success determination.

(2) Government Responsibilities: The Government shall collect information and data from the available sources for evaluation purposes. This information and data shall be made available to the Contractor upon written request and within limitations of security classifications and operational demands.

(i) Trajectory elements determined from tracking and telemetry provided by the observing networks.

(ii) Payload telemetry data provided by the observing networks.

(iii) Any other information or data that the Government deems necessary in making a mission success determination.

B. Waivers

(1) In the event that the Government Mission Director (MD) elects to start or continue a launch operation and the Contractor has reason to believe that an item of the target system (including hardware, software, procedures, GFP, or support equipment) is not in a flight-ready condition, the Contractor shall give notice of its objection in writing to the MD. In the event, however, that during terminal countdown, time does not permit the Contractor to submit its objection in writing, the MD shall be informed verbally. If the MD decides to proceed with the launch, the MD shall, via the audiotape of the command channel, acknowledge receipt of the objection, and announce his decision to waive the specific failure mode. The Contractor shall, within one hour of such a verbal objection, resubmit his objection in writing to the MD.

(2) Verbal objection from the Contractor shall not be accepted after COMMIT START when time does not permit a STOP COMMIT action to be taken. Verbal objections from the Contractor which occur after COMMIT START, which are not phrased in accordance with terminal count procedures, shall not be accepted.

(3) In all cases, the Contractor shall identify the item or items believed to be in non-flight-ready status.

(4) If the flight is a mission failure and its failure is caused by an item which is the subject of a waived failure mode, the flight shall be scored as a mission success for the purpose of determining the Mission Success Payment (MSP).

(5) If the flight is a mission failure due to the failure of any item which is not the subject of a waived failure mode, the mission shall be scored in accordance with the criteria of this clause.

C. Evaluation Factors

The Mission Success Payment shall be based on the technical and schedule objectives of the specific delivery order. Specific technical objectives and schedule window for mission success will be determined with each delivery order. Technical objectives can include but are not limited to primary payload accuracy, secondary payload deployments, flight environments, mission events, defined signatures (Infrared, Radar Cross Section, etc.), aimpoint accuracy, trajectory elements, target scene, separation velocities, booster drop accuracy, and mission event timing. Schedule window will be the intended launch date plus or minus the appropriate window. The Government shall determine which technical objectives are applicable and their weighting for any given mission.

(1) Target System Mission Factors:

(i) Accuracy: The accuracy with which the primary payload (could be the entire vehicle in the case of a non-separating target) is required to pass through the target altitude. Accuracy shall be determined by the state vector of the payload at the time of separation from the launch vehicle, propagated to the target altitude assuming nominal performance by the payload ejection system.

(ii) Secondary payload deployments: An aggregate factor referring to the deployment of other secondary payloads including, but not limited to, pointing accuracies, separation velocities, and spacing of payload deployments.

(iii) Flight Environments: An aggregate factor encompassing, but not limited to, acoustic, vibration, and pyro shock environments, axial and lateral accelerations, and fairing temperatures. These conditions are generally measured at the launch vehicle-to-payload interface (usually the separation plane).

(iv) Mission Events: An aggregate factor encompassing, but not limited to, such critical events as staging, fairing separation, and payload separations and their prescribed timing.

(v) Signature: A factor to address measured Radar, Infra-red, or other defined signatures requirements.

(vi) Trajectory elements: A factor consisting of the targets position, velocity, and acceleration profile

(vii) Booster drop accuracy: A factor used when mission requirements dictate specific safe areas the booster(s) must fall in.

(viii) Schedule Window: A factor describing the required launch date/time surrounded by a time window based on the mission participants ability to perform the activity earlier or later than scheduled.

(2) The factors (including their weighting as a percent of the total mission success pool available) shall be based on the mission requirements, and shall be determined and negotiated no earlier than three (3) months, and no later than one (1) month prior to launch. For certain missions one or more factors may be determined critical to the success of the entire mission. The Government will unilaterally determine the critical factors. Each factor will be evaluated and a score assigned from 0 to 100. The total MSP awarded will be determined from the score for each factor times its weighting except in the case of total mission failure as defined in paragraph F below.

$$MSP = P \times ((wiFi + wiiFii + wiiiFiii + wnFn) \times ((Ci)(Cii)(Cn))/100)$$

MSP = Mission Success Payment
P = Total mission success pool available.
wi = The pre-mission weighting assigned to Factor (i) as a percentage of the award pool available.
Fi = The post-mission score assigned to Factor (i) (from 0 to 100 depending on the degree of success).
Ci = The factor(s) designated critical. If a score of 0 is earned in this factor, the Ci is 0. If a score other than 0 is earned in this factor, the Ci is 1.

D. Mission Success Pool

The pool available for the specified mission shall be unilaterally determined by the Government. If Mission Success is applied, the Delivery Order request will identify the effort for which the Mission Success Fee may be earned and the available mission success pool. Whereas the normal fee/profit may be adjusted for within-scope changes to awarded delivery orders, the MSP pool shall not automatically change as a result of modifications to scope, unless specifically addressed within that modification.

E. Payment of Mission Success Fee

The contractor shall be paid Mission Success Fee, if any awarded, upon submittal of a proper invoice or voucher to DCAA (to be forwarded to the cognizant Payment Office), together with a copy of the unilateral modification to the contract authorizing payment of mission success fee for the applicable event. The contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

F. Total Mission Failure

The MSP shall be equal to zero ($ 0.00) in the event of a total mission failure. Total mission failure is defined as:

(1) The payload is destroyed or lost during the launch phase or the payload cannot be separated from the launch vehicle, and the launch vehicle (including any performance options) performed in a manner that caused the payload to be destroyed, lost, or unable to be separated.

(2) The operational utility of the payload is such that few or no mission objectives can be achieved, and it is determined from the flight data that the launch vehicle performed in a manner that caused damage to the payload.

(3) A factor designated as critical receives a score of 0.

G. Failures Due to Other Sources

Failures attributed to sources outside of the contractor's control including certified GFP motors and payload equipment shall not be considered as failures in determining MSP unless it can be shown that the failures were caused by launch vehicle induced environments in excess of ICD values or mishandling by the Contractor. Also, if a launch is aborted after liftoff by an act of the Government test range facility and the launch vehicle was performing within specification requirements and safety limits, the launch shall be scored a mission success.

H. Mission Failure Procedures

In the event of mission failure (as defined in paragraph F above) the Contractor shall conduct, and may submit a non-fee bearing request for equitable adjustment to the appropriate delivery order for costs associated with a failure investigation to determine and implement the corrective action(s) required. The costs associated with the mission failure investigation shall not be charged to any other CLIN under the contract. The Government shall have directive command over the investigation. The investigation shall include Government personnel, support contractors and other members as specified by the Government. The Mission Success Payment shall be determined based on and in conjunction with the findings of the failure investigation. The Government retains the right to approve all corrective actions. The Contractor agrees to implement all required corrective action(s) for all applicable missions on contract at the time of failure. The Contractor shall also prepare and furnish to the Government data and reports applicable to the Contractor's failure investigation and corrective action(s).

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 5
CONTRACT HQ0006-04-C-0006

RESERVED

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 6
CONTRACT HQ0006-04-C-0006

INTEGRATED MANAGEMENT PLAN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

20 NOVEMBER 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 7
CONTRACT HQ0006-04-C-0006

CONTRACT WORK BREAKDOWN STRUCTURE

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

20 NOVEMBER 2003

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 8 TO MODEL CONTRACT
SOLICITATION HQ0006-03-R-0002

LMSS COMPREHENSIVE
SMALL BUSINESS SUBCONTRACTING PLAN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

20 NOVEMBER 2003

LOCKHEED MARTIN

LMSS Comprehensive
Small Business Subcontracting Plan

MEMORANDUM OF AGREEMENT

Lockheed Martin Space Systems Company

1111 Lockheed Martin Way EG-03 B190N
Sunnyvale, CA 94089

The effective date of this plan is:
October 1, 2002 through September 30, 2003

Prepared By: _____
C.J. Trammell, Manager Supplier Programs
LMSS Small Business Liaison Officer
408-743-1177 – carol.trammel@lmco.com

This plan has been prepared pursuant to Section 834 of Public Law 101-189, as amended by Section 7103 of Public Law 103-355.

Agency Approval:

This Comprehensive Small Business Subcontracting Plan has been reviewed and approved by the Divisional Administrative Contracting Office. This plan is to be used on all Department of Defense contracts in accordance with DFAR 252.219-7004.

Approved By:

_____ Date: 11/1/02
Mark Hellmer, Divisional Administrative
Contracting Officer
DCMA LM Sunnyvale

COMPREHENSIVE SMALL BUSINESS SUBCONTRACTING PLAN FOR FISCAL YEAR 2003

TABLE OF CONTENTS

1.	Introduction	3
2.	Definitions	3
3.	Background	5
4.	Policy	5
5.	Implementation	5
6.	Small Business Status	5
7.	Administration of the Plan	7
8.	Company Wide Goals	9
9.	Two Industry Categories for Development	9
10.	Methods of Developing Goals	10
11.	Identification and Development of Potential Sources	10
12.	Efforts to Publicize Subcontract Opportunities	10
13.	Description of Supplies to be Subcontracted	11
14.	Special Initiatives	11
15.	Subcontract Flow Down Provisions	12
16.	Records	12
17.	Mentor-Protégé Program	12
18	Historically Black Colleges and Universities and Minority Institutions	13
19.	Make or Buy Decisions	13
20.	Submission of Required Reports	13
21.	Completion of Test Program	13

1. INTRODUCTION

Lockheed Martin Space Systems Company (hereafter referred to as LMSS) is pleased to submit this Comprehensive Small Business Subcontracting Plan for negotiation. Under the Test Plan, LMSS will be able to focus its energy and resources on substantially increasing subcontracting opportunities, for small, women-owned, small disadvantaged (including Historically Black Colleges (HBCU) and Minority Institutes (MI)), Historically Underutilized Business (HUB) Zone small businesses, Veteran Owned Small Businesses (VOSB), and Service Disabled Veteran Owned Small Businesses (SDVOSB); herein referred to as "SB/SDB" businesses.

This DoD Comprehensive Small Business Subcontracting Test Program Plan, hereinafter referred to as the "Plan", has been prepared in accordance with the Federal Acquisition Regulations, FAR Part 19.7. "The Small Business Subcontracting Program"; the Defense Federal Acquisition Regulations (DFARS), Subpart 219.7 Subcontracting with Small Business, Small Disadvantaged Business and Women-Owned Small Business Concerns; DFARS 252.219-7004, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)"; DoD "Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans" Implementation Instructions; DoD "Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans" dated February 15, 2001; Section 834 of Public Law 101-189; and the National Defense Authorization Act for Fiscal Years 1990 and 1991 as extended by Section 7103 of the Federal Acquisition Streamlining Act of 1994.

The Plan is further developed in compliance with the requirements established in Public Law 95-507, Amendments to the Small Business Investment Act of 1978, with Public Law 100-656 Business Opportunity Development Reform Act of 1988, and 10 USC 2323, Contract Goals for Small Disadvantaged Businesses and certain institutions of higher education.

DFARS 226.1 authorizes contractors that have a comprehensive subcontracting plan to participate in the DoD Indian Incentive Program.

Under this Test Program Plan, LMSS will enhance its total overall Small Business Subcontracting Program by being able to employ more resources on the development of SB/SDB Businesses. The Plan also establishes specific goals for awarding subcontracts in two industry categories, which have historically had minimal opportunities for small disadvantaged business.

2. DEFINITIONS

As used through the Plan, the following terms have the definitions indicated below:

"Company" means Lockheed Martin Corporation acting by and through Space Systems business unit, Missiles & Space Operations (LMSS-MSO) with its lead small business program office at 1111 Lockheed Martin Way, EG-03 Bldg. 190N, Sunnyvale, CA 94088. Other LMSS facilities covered under this plan include Palo Alto, San Jose and San Diego, CA., Newtown and King of Prussia, PA., Denver, Co., Greenbelt, MD., Huntsville, AL., Silverdale, WA., Stennis, MS., Vandenberg AFB, CA., Cocoa Beach, FL., Litchfield Park, AZ., Kings Bay, GA and Harlingen, TX.

"Contract" means any contract between LMSS and the U. S. Government or any subcontract where LMSS is a subcontractor to a prime contractor or higher tier contractor under a U.S. Government Contract.

"Economically Disadvantaged Individuals" means socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to the same line of businesses who are not socially disadvantaged.

"Historically Black Colleges and Universities" (HBCU) means institutions determined by the Secretary of Education to meet the requirements of 34 CFD Section 608.23.

"HUB Zone" means an historically under utilized business zone, which is in an area located within one or more qualified census tracks, qualified non metropolitan counties, or lands within the external boundaries of an Indian Reservation. A HUBZone small business concern must be on the list of qualified HUBZone small business concerns maintained by the SBA.

"Minority Institutions" (MI) means institutions meeting the requirements prescribed by the Secretary of Education at 34 CFR 607.2. The term also includes any nonprofit research institution that was an integral part of a Historically Black College or University before November 14, 1986.

"SB/SDB" used in this document means collectively, Small Business, Small Disadvantaged Business, Women-Owned Small Business (WOSB), economically disadvantaged individuals, Veteran (VOSB) and Service-Disabled Veteran Owned Businesses (SDVOSB) and Historically Black Colleges & Universities and Minority Institutions (HBCU/MI) and HUB Zone businesses.

"Service-disabled veteran-owned " means (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock is owned by one or more service-disabled veterans; and, the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; and, (2) service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small Business" (SB) means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR Part 121.

"Small Disadvantaged Business" (SDB) means a small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by one of these entities, that has it management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization and that meets the requirements of 13 CFR 124. LMSS presumes that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, as well as other individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. For the purpose of the Plan, the term includes Historically Black Colleges and Universities and Minority Institutions as defined above.

"Veteran Owned Small Business" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)), or, in the case of any publicly owned business, not less than 51 percent of the stock is owned by one or more veterans; and, (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-Owned Small Business" (WOSB) means a small business concern that is at least 51 percent owned by one or more women, or a publicly owned business having at least 51 percent of its stock owned by one or more women, and has its daily business and management controlled by one or more such individuals.

Note: Any small business that qualifies for multiple statuses will also be considered as a part of each of those multiple status goals (e.g., a small, disadvantaged, women-owned business will be included in small, small disadvantaged, and women-owned goals and achievements).

3. BACKGROUND

The LMSS headquarters is located in Denver, Colorado with four main supporting business areas listed below. Each major site has a Small Business Liaison Officer. All sites have Supplier Diversity Program Representative in residence on major programs or in procurement group. LMSS is a systems integrator for the following product lines. Government Satellites, Ground Systems, Propulsion Systems, Launch Vehicles, Missiles, Management and Data Systems. The majority of our procurements is directed by the government. This plan is predicated on executing to current backlog and receiving continued levels of funding on existing programs. Significant changes in Customer funding, contracts, or other unplanned Business Unit operating plan changes is considered cause for plan revision.

4. POLICY

In furtherance of the policy of the U. S. Government to facilitate participation in Government contracting by SB/SDB concerns, it is the policy of LMSS to afford SB/SDB maximum practicable opportunity to compete for and furnish materials and services required by LMSS for performance of government programs. This policy is communicated to all employees through a policy letter signed by the senior management of Space Systems Business Units on the next page. It is also LMSS policy to provide progress payments to SB/SDB concerns, in conformity with the standards for customary progress payments stated in FAR Subpart 32.5 when needed.

5. IMPLEMENTATION

Corporate Policy statements CPS-040 and CPS-113 cover the corporate directives for the Supplier Diversity Program. Lockheed Martin Acquisition Policy (LMAP) 12.450 provides the operating procedures established by the company for the Supplier Diversity Program.

Lockheed Martin Space Systems Executive Vice President Al Smith issued a policy statement in August of 2001, cosigned by each business area President, reaffirming our commitment to SB/SDB concerns. The goals were established to cover all our customers' requirements. (see Page 6)

6. SMALL BUSINESS STATUS

LMSS requires subcontractors to certify as to their status as a Small Business (SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), Veteran Owned Small Business (VOSB) and Service-Disabled Veteran Owned Small Businesses (SDVOSB), Historically Black Colleges & Universities and Minority Institutions (HBCU/MI) and HUB Zone Small Businesses (HUBZ).

Additionally, LMSS requires new subcontractors to make such certification during the proposal process, and prior to receipt of the first purchase order. LMSS relies in good faith on the certifications provided by subcontractors and prospective subcontractors. LMSS provides notice to subcontractors, similar to that in the solicitation provision of FAR 52.219-1, concerning penalties for misrepresentations of business status as small business, small disadvantaged for the purpose of obtaining subcontracts.

To support government contracts awarded as a result of solicitations after October 1, 1999, SDB's must be certified by the Small Business Administration (SBA) and listed on PRO-Net showing certification date(s), unless the requirement is amended during the course of this plan.

The SBA must certify HUBZone Small Businesses (HUBZ). If they are not listed in PRO-Net as certified, they shall submit a copy of their Small Business Administration (SBA) certification showing certification date(s) unless the requirement is amended during the course of this plan.

Commitment Letter

AUGUST 2001 **LOCKHEED MARTIN**

LOCKHEED MARTIN SPACE SYSTEMS COMPANY SMALL BUSINESS POLICY STATEMENT

For many years a part of our company's mission has been a commitment to support our Government Customers' "Small Business Subcontracting Program." We are committed to Space Systems Company maintaining a leadership role in giving small businesses, including disadvantaged, women-owned, Historically Underutilized Business Zone (HUBZ), service disabled or veteran-owned, Historically Black Colleges and Universities (HBCU), Minority Institutes (MI), and Tribal Owned Colleges and Universities (TCU), opportunities to be a part of our team. Our success demands that we "maintain a strong network" of companies that can supply the products and services that go into the delivery of our highly complex technical systems. This network should be responsive, agile, and incorporate the latest technologies available in today's market. This is where our Small Business Programs play a strategic role.

In the past, Space Systems companies have been highly successful and recognized by our Customers for major achievements in this area. Achieving our goals requires a commitment from each of us. We must proactively involve small and minority businesses in our business processes and strategically insert their capabilities at higher technical levels. The benchmark for all companies doing business with Lockheed Martin is not their size, heritage, ethnicity, or gender, but their capability and willingness to function as part of our team, and ability to enhance our cost competitiveness.

Including highly motivated and creative small and minority businesses can help us respond to our Customer's demand to provide more innovative and cost effective business solutions as well as establishing Lockheed Martin Space Systems as an integral part of our communities. Small business can mean big business, if we provide the opportunity. Our annual goals, at a minimum, are 23% to small businesses, of which 5% is directed to minority businesses, 5% to women-owned, 3% in each category of Veterans, disabled veterans, HUBZ and HBCU/MI/TCUs. Achieving this year's goals will require an expanded commitment from each of us.

Please continue to work closely with our Small Business Program officers to build on the success of our Small Business Program by:

- Recognizing this is an important business goal and not just a purchasing goal,
- Working with purchasing, early in the procurement cycle, to determine opportunities for small businesses to participate, and
- Supporting specific initiatives that purchasing will be requesting from you in working towards the achievements of our goals.

It is imperative that Lockheed Martin Space Systems Company supports our Customers' programs. We look to each of you to continue the search within your individual programs and areas of expertise to assess and develop opportunities in support of our Small Business Program.

Please contact the following individuals, who are our respective business unit's Small Business Liaison Officers, with any questions on this program and how you can assist us in ensuring success.

Astronautics Operations	Susan Bruce	(303) 971-5439
Management & Data Systems	David A. Moretti	(610) 354-4328
Michoud Operations	Wayne Wright	(504) 257-1722
Sunnyvale Operations	Carol Trammell	(408) 743-1177

Albert E. Smith
Executive Vice President
Space Systems Company

G. Thomas Marsh	Marcus C. Hansen	Dennis R. Deel	Jeffrey K. Harris
President & GM	President	President & GM	President & GM
Astronautics Operations	Management & Data Systems	Michoud Operations	Sunnyvale Operations

7. ADMINISTRATION OF THE PLAN

Ms. Carol J. Trammell is responsible for the overall management of LMSS's Supplier Diversity Program (SDP) and is designated as the LMSS Small Business Liaison Officer. As the LMSS SB/SDB Liaison Officer, it is her responsibility (i) to ensure overall implementation of the program and (ii) to maintain program performance data for periodic review by Company senior management and Government representatives. She also provides procedural guidance to ensure effective consideration of, and participation by, SB/SDB concerns in the award of subcontracts.

To ensure maintenance and optimum improvement in the high performance standards, which apply to all contracts being performed by LMSS, the SDP has been established and given the responsibility of ensuring the SB/SDB's are given maximum practicable opportunities to participate in LMSS contracts, consistent with the efficient performance of such contracts.

The LMSS Small Business Liaison Officer (SBLO) is responsible for directing the SDP efforts to assure that the policy described in Section 4 is fully carried out. The four major business areas' Supplier Diversity Program Representatives are noted in paragraph 3.

The SBLO primary responsibilities are to:

(a) Manage all aspects of the comprehensive test plan including (1) development of annual goals for SB/SDB concerns and the two industry categories identified in the Plan and (2) cooperation with Government personnel in connection with any periodic reviews conducted in connection with the plan.

(b) Implement special LMSS initiatives regarding Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) concerns.

(c) Develop subcontract plans including percentages and goals for participation of SB/SDB concerns at the specific request of the contracting officer for Department of Defense contracts, proposals, and modifications with a value of $500,000 or more where the proposed effort offers subcontracting possibilities.

(d) Advise LMSS on any areas relating to SB/SDB concerns.

(e) Issue policy memorandums and internal operating instructions relative to implementation requirements of Public Laws 95-507, 99-661, 100-180 and 100-656, other relevant public laws, and applicable implementing regulations.

(f) Participate in the establishment of company-wide goals and objectives and provide monthly management visibility on progress toward goal accomplishment.

(g) Develop and conduct training of LMSS SDP personnel to include top management, program managers, middle management and buyers.

(h) Provide assistance and counsel to SB/SDB concerns regarding subcontracting, LMSS procurement procedures with respect to such matters as bid preparation, quality requirements, schedule requirements, availability of progress payments and assistance with understanding and complying with contractual requirements.

(i) Establish, monitor and control reporting for LMSS management, procurement personnel, corporate personnel, and Government agencies.

(j) Compile and maintain a database on current potential SB/SDB concerns to aid procurement personnel in locating and contracting with such concerns.

(k) Represent LMSS in matters relating to the SDP with cognizant Government agencies including components of the Defense Contract Management Agency and the Small Business

Administration, as well as state and local agencies, local Chambers of Commerce, national and regional purchasing councils, and other organizations.

(l) Cooperate with local Small Business Administration representatives with respect to periodic reviews and/or opportunity referrals.

(m) Assure that SB/SDB concerns are given consideration in make or buy decisions.

(n) Participate and/or sponsor programs providing training and business related information to SB/SDB concerns; actively involve HBCU/MIs in this effort.

(o) Coordinate Supplier Diversity Program with Corporate Mentor-Protégé Program to ensure minority business community awareness and corporate utilization of Protégé's.

(p) Maintain an employee recognition program to recognize personnel for outstanding efforts in utilization of small business concerns.

(q) Assist Supplier Diversity Program Representatives with proposal/program development.

(r) Coordinate site SBLO's. Prepare monthly reports for corporate with input from site SBLO's. Conduct quarterly meetings between site SBLO's and monitor progress in meetings company goals and initiatives for the Supplier Diversity Program.

The Supplier Diversity Program Representatives attend Quarterly Briefings to communicate their successes and challenges in meeting their Goals, discuss project status, receive briefings on Corporate initiatives and discuss upcoming legislative changes. More routine communication is conducted regularly via e-mail and tele-conferences.

LMSS Lead SBLO
Carol Trammell @lmco.com
1111 Lockheed Martin Way, Sunnyvale, CA
94088-3504, EG-03, B190N

Astronautics	Michoud	Missiles & Space	Management & Data
Susan.D. Bruce@lmco.com	Wayne. Wright@maf.nasa.gov	Ron.Mires @lmco.com (deputy)	Dave.Moretti@lmco.com
P.O. Box 179, M/S: DC9800, Denver, CO 80201	13800 Old Gentilla Road, Dept. 3810, New Orleans, LA 70189	1111 Lockheed Martin Way, Sunnyvale, CA 94088-3504, EG-03, B190N	230 E. Mall Blvd., King Of Prussia, PA 19406
(303) 971-5439	(504) 257-1722	(408) 742-4501	(610) 354-4328

8. COMPANY-WIDE GOALS

The LMSS percentage and dollar goals for FY 2003 awards to SB/SDB concerns are as follows:

Small Business	15.0 %	$359.3M
Small Disadvantaged Business	3.0%	$70.0M
Women-Owned Business	2.0%	$47.8M
HUBZone	0.2%	$4.25M
Veteran	0.5%	$11.5M
Service Disabled Veteran	0.3%	$7.0M
HBCU/MI's	0.1%	$.5M

Note: Percentages subject to rounding in calculations.

The LMMS percentage and dollar goals for FY 2003 to SB/SDB concerns, modified to exclude all "directed source, single source, and major teammate - large " procurements (opportunities not available for small business) are as follows:

Small Business	30.0%	$359.3M
Small Disadvantaged Business	6.0%	$70.0M
Women-Owned Business	4.0%	$47.8M
HUBZone	0.4%	$4.3M
Veteran	1.0%	$11.5M
Service Disabled Veteran	0.6%	$7.0M
HBCU/MI's	0.1%	$.5M

Note: Percentages subject to rounding in calculations.

Projected Dollars to be subcontracted in FY03. $2,387.6M

SDB Milestone Plan - Unadjusted

FY 2003 = 3.0%	FY 2004 = 4.0%	FY 2005 = 5.0%

If performance is not trending to successful accomplishment of the goals, either party may exit the agreement upon completion of an adequate notice or a probationary period of six months.

9. TWO INDUSTRY CATEGORIES FOR DEVELOPMENT

LMSS has selected two industry categories for the test program, which has been historically underutilized at LMSS, for subcontracting by SB/SDB concerns. The specific dollar and percentage goals for the selected two (2) categories are as follows for the test program:

Category 1. Information Technology - Denver 10% = $1 million
Total Projected through FY 03 Category 1 subcontracting opportunity $10M

Category 2. Directed Energy Technologies – Sunnyvale 10%= $1 million
Total projected through FY 03 Category 2 subcontracting opportunity $10M

10. METHODS OF DEVELOPING GOALS

This plan includes goals for subcontracting with SB/SDB. Goals are expressed in both percentages and dollars of the total estimate to be subcontracted. Goals are established based on the nature of contractual requirements and the availability of qualified sources, with due regard to satisfying the requirements of LMSS contracts. Over 50% of our subcontracts are customer directed, or sole sourced due to either flight qualified or proprietary hardware or data.

The small disadvantaged business goals for the two industry categories were established based on the nature of contractual requirements, the availability of qualified sources, and analysis of future business trends on military programs.

The specific goals contained in the Plan were developed by analysis of historical performance on continuing programs, together with an estimate of future business, though increasing participation in subcontracting to SB/SDB concerns are also factored into the goals.

Indirect costs were used in formulating the goals. The indirect portion of the goals is calculated based on an estimate of the indirect costs applicable to the planned subcontracting effort, considering historical SB/SDB concerns' participation in subcontracted materials and services, which are charged as indirect costs allocable to U.S. Government contracts under the LMSS Small Business allocation system.

11. IDENTIFICATION AND DEVELOPMENT OF POTENTIAL SOURCES

LMSS SDP utilizes database and source directories for SB/SDB concerns. Source listings from the following sources are used to the maximum practicable extent to assure that SB/SDB concerns are identified as potential sources: The Procurement Network (PRO-Net) of the Small Business Administration, Procurement Technical Assistance Centers (PTAC's), the Aerospace Industries Association Database, Diversity Information Resources Directory, the National Minority Purchasing Council and its Regional Purchasing Councils, Minority Business Development Agency in the Department of Commerce, Minority Business Development Centers, and various Chambers of Commerce. Source listings are also obtained from various industries, websites, trade organizations, and other Lockheed Martin companies.

LMSS representatives regularly attend and actively participate in Federal Procurement Conferences, trade fairs, corporate meetings, industry council conferences, professional seminars and related functions to seek new SB/SDB concerns qualified to furnish subcontracted material and services. This effort includes assistance in every reasonable manner to develop new SB/SDB sources. LMSS and business area directives, policies and procedures emphasize that special effort is to be expanded in seeking SB/SDB.

12. EFFORTS TO PUBLICIZE SUBCONTRACT OPPORTUNITIES

LMSS publicizes prospective subcontract opportunities by participating in Federal procurement conferences, SBA's SUBNet, trade fairs, industry conferences and related functions and presentations to local organizations such as Chambers of Commerce, regional minority purchasing councils and small business development centers.

LMSS has established an electronic web site http://lmms.external.lmco.com/sbp and bulletin board to publicize current requests for information and upcoming bids opportunities. This web site is also being hot linked to the Lockheed Martin Corporate wide web site "SupplierNet" at www.lockheedmartin.com/suppliernet in the Supplier Diversity section. This, combined with our future e commerce web site "EXOSTAR," will enhance SB/SDB concerns' ability to seek out new bid opportunities.

13. DESCRIPTION OF SUPPLIES TO BE CONTRACTED

As a major manufacturer of civil and military ground, launch, data management, satellite and missile systems, LMSS places subcontracts/purchase orders for a diverse range of goods and services to support program requirements. The principal types of goods and services anticipated to be purchased are shown in the Table A on page 11.

TABLE A

SUPPLIES AND SERVICES	LB	SB	SDB	WSB	VOSB	SDV	HUBZ	HBCU	MI
Antenna Work	X	X	X		X			X	
Batteries	X	X	X						
Composite Material	X	X	X						
Composite Structures	X		X		X	X			
Computers	X	X	X	X	X	X	X		
Data Recorder		X		X					
Electronic Subassemblies	X	X	X	X	X	X	X		X
Engineering Services	X	X	X	X	X	X	X	X	X
Engines	X								
Facilities Support Services	X	X	X	X				X	
Flight Hardware	X	X	X	X	X	X			
Ground Support Hardware	X	X	X					X	
Gyro Assembly	X								
IT Hardware	X	X	X	X	X	X	X		
Laser Subsystems	X		X	X					
Launch Vehicle	X								
Machining		X	X	X	X	X	X		
Metal fabrication	X	X	X	X					
Propellant Tanks		X							
Software	X	X	X	X	X				X
Solar Array Drive		X							
Solar Cell Assemblies		X	X						
Thrusters	X								
Transponder	X								
Travel	X			X					

14. SPECIAL INITIATIVES

LMSS has selected three specific initiatives to be implemented at all sites.

1) Target Goal Program. Monitors each program to insure maximum goal achievement. Require Recovery Plans from any Program not achieving the appropriate SB/SDB goals. Based on semi-annual statistics, a program will be responsible for preparing a recovery plan to increase performance over the next six month reporting period. The Supplier Diversity Program Representative, responsible for that Program, will work with the Program to author the plan and work to achieve it.

2) Mandatory Training Module. Implement a company wide training module for all employees who buy, buy on credit card, or generate procurement requirements, for programs on the Comprehensive SB Test Program. This interactive program will become part of our standard training, which includes ethics, safety and security.

3) Competition Advocate Review. Lower the threshold from $500,000 to $100,000 to provide increased visibility into procurement opportunities for small business concerns. This formal approval by the program SDP Representative, or the SBLO, and will be documented in the procurement file. This additional review will ensure that competition is used when ever practicable on lower dollar procurements. It will also increase opportunities for small business concerns.

15. SUBCONTRACT FLOW DOWN PROVISIONS

LMSS includes the following provisions in all purchase orders and subcontracts issued in support of U.S. Government contracts except where such inclusions are exempted by the terms of the affected clause:

FAR 52.219-8 Utilization of Small Business Concerns. (Applicable to all purchase orders and subcontracts over $100,000, issued in support of government contracts except where purchase orders and subcontracts for personal services or purchase orders and subcontracts which, including all lower-tier subcontracts, will be performed entirely outside of any state, territory, or possession of the United States, the District of Columbia, and Commonwealth of Puerto Rico.)

FAR 52.219-9 Small Business Subcontracting Plan. (Applicable to all purchase orders and subcontracts which are issued in support of government contracts, which offer further subcontracting opportunities and which exceed $500,000 ($1,000,000 if for the construction of any public facility)). (DFARS 252.219-7004 would replace this clause for a subcontractor under the DoD Comprehensive Small Business Subcontracting Test Program.)

For purchase orders and subcontracts issued under contracts subject to the Defense Acquisition Regulator (DAR), the DAR equivalents of the foregoing clauses are used. For all purchase orders and subcontracts to which FAR 52.219-9 applies LMSS requires the subcontractor to furnish to LMSS a plan similar to this Plan which meets the requirements of FAR 52.219-9.

16. RECORDS

LMSS maintains records to demonstrate that its policies and procedures have been implemented and to track performance and assure compliance with the requirements and goals reflected by the subcontract plan. Such records include the following:

(a) SB/SDB business source lists, guides and other data, which enable procurement personnel to identify, develop and provide bid opportunities to such concerns.

(b) Records of efforts to obtain and utilize SB/SDB sources through contracts with Government and industry organizations.

(c) Records of all awards of $100,000 or more, indicating on each solicitation:

(1) whether SB concerns were solicited and if not, why not;
(2) whether SDB concerns were solicited and if not, why not;
(3) whether WOSB concerns were solicited and if not, why not;
(4) whether VOSB concerns were solicited and if not, why not;
(5) whether SDVOSB concerns were solicited and if not, why not;
(6) whether HUBZone business concerns were solicited and if not, why not;
(7) and if applicable, the reason the award was not made to a SB.

(d) Records of outreach efforts to contact trade associations, business development organizations, and participation in conferences and trade fairs to locate SB/SDB concerns.

(e) Records of internal activities implemented to give guidance and encouragement to procurement and business unit personnel, through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with the program's requirements.

17. MENTOR-PROTÉGÉ (MP) PROGRAM

LMSS Missiles & Space Operations (MSO) Supplier Programs and its Airborne Laser Program are in the process of preparing the business case for recommending SID Inc, a woman-owned small business, as a prospective DOD Protégé to MSO management. SID is a new supplier that provides Algorithms and

Systems Engineering services to MSO. SID's capabilities appear to meet the high-tech synergistic criterion valued by its Air Force Customer while offering capabilities that support MSO program requirements and those that could be readily ported to other Lockheed Martin Companies and Programs.

Two other DOD candidates were identified in LMSS MSO's FY 02 new business proposals, but these programs were not awarded to LMSS. LMSS is looking for other programs to sponsor these business cases in FY 03.

LMSS will provide quarterly status reports to the DCMA on their efforts to enlist additional protégés.

18. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES AND MINORITY INSTITUTIONS (HBCU/MI)

In support of Section 1207 of Public Law 99-661 and Section 806 of Public Law 100-180 LMSS expanded its outreach efforts to encompass HBCU/MI's, in addition to applying the methods applicable to SB/SDB concerns. LMSS continues to make a special effort to:

A. Identify HBCU/MI's and the capabilities of such institutions using all available methods including the capability profile of the National Association for Equal Opportunity in Higher Education (NAFEO).

B. Develop strategies and procedures for developing alliances with Historically Black Colleges and Universities and Minority Institutions.

C. Explore potential subcontracting opportunities through participation in conferences, workshops, and seminars sponsored by the National Association for Equal Opportunity in Higher Education.

19. MAKE OR BUY DECISIONS

The business unit Procurement Director, or designee, is on Make or Buy Committee established for programs in the business unit. The SDP Business Area Representative is responsible for assuring that potential SB/SDB are referred to the Material Director for timely and adequate consideration in LMSS Make or Buy decisions.

20. SUBMISSION OF REQUIRED REPORTS

LMSS will cooperate in any studies, reports or surveys, as may be required by the Government. LMSS will submit periodic reports in order to allow the Government to determine the extent of compliance by LMSS with the Test Plan. LMSS ensures that subcontractors will submit SF 294 as required by law.

LMSS recognizes that certain contracts may contain award fee criteria related to the accomplishment of small business goals. Where applicable, LMSS must accumulate and report small business performance for that contract or forfeit that portion of the fee.

LMSS submits Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the form and instructions set forth in Item VI B in the Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans. In addition LMSS will report on the SF 295, on a semi-annual basis, the percentage and dollars of subcontract awards made in the selected industry categories. Individual reporting (SF 295), will be provided, for information only, by the four major sites to local Defense Contract Management Agencies as required.

21. COMPLETION OF THE TEST PROGRAM

Upon completion or termination of the Comprehensive Small Business Subcontracting Test Program, LMSS agrees to negotiate and establish individual subcontracting plans on all future Department of Defense Contracts that require a plan in accordance with the requirements of Section 211 of Public Law 95-507 and all applicable laws.

DEFENSE CONTRACT MANAGEMENT AGENCY
DEFENSE CONTRACT MANAGEMENT AGENCY WEST
DEFENSE CONTRACT MANAGEMENT AGENCY LOCKHEED MARTIN SUNNYVALE
P.O. Box 3504, Building 154
Sunnyvale, CA 94088-3504

IN REPLY REFER TO DCMDW RLT

September 29, 2003

Ms. Carol Trammell
Lockheed Martin Space Systems Company
P.O. Box 3504
Sunnyvale, CA 94088-3504

Dear Ms. Trammell:

The purpose of this letter is to extend the effective date of the LMSSC Small Business Comprehensive Test Plan for Government Fiscal Year 2003 to December 31, 2003. The purpose of this extension is to provide DCMA sufficient time to review and negotiate the Lockheed Martin Corporate (LMC) Plan, which was recently submitted. If approved prior to December 31, 2003, the LMC Plan for GFY 2004 will supercede this extension.

If you have any questions regarding this subject please contact me at (408) 742-5043, mark.hellmer@dcma.mil, or fax (408) 743-1727.

Sincerely,

MARK HELLMER
Divisional Administrative Contracting Officer
DCMD-RLT

CC:
DCMA SF, David Jorza
DCMA LM Denver, Matt Jackson
DCMA LMDV, George Dougherty
DCMA Denver, Robert Sever
DCMA Philadelphia, Yvette Wright

TARGETS AND COUNTERMEASURES PROGRAM

ATTACHMENT 9
CONTRACT HQ0006-04-C-0006

ORGANIZATIONAL CONFLICT OF INTEREST (OCI) RISK MITIGATION PLAN

LOCKHEED MARTIN SPACE SYSTEMS COMPANY

20 NOVEMBER 2003