AWARD/CONTRACT

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

RATING: DX-C9

PAGE 1 OF PAGES 25

2. CONTRACT (Proc. Inst. Ident.) NO.: 0006-07-C-0003

3. EFFECTIVE DATE: 18 Dec 2006

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: DE9AAH70584

5. ISSUED BY — CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) — CODE S3101A

DCM SPRINGFIELD
BLDG. 1, ARDEC
PICATINNY NJ 07806-5000

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

KEARFOTT GUIDANCE & NAVIGATION CORP
1150 MCBRIDE AVE.
LITTLE FALLS NJ 07424-3800

CODE 88818 — 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 Section G

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0337

DFAS-COLUMBUS CENTER/NORTH ENTITLEMENT
PO BOX 182266
COLUMBUS OH 43218-2266

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 $181,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 _____ 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
KELLY D. MABE / CONTRACTING OFFICER
TEL: 703-882-6151 EMAIL: kelly.mabe@mda.mil

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

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
BY Kelly D. Mabe
(Signature of Contracting Officer)

20C. DATE SIGNED 15-Dec-2006

Section B - Supplies or Services and Prices

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following effort.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		[redacted]	Labor Hours		

RESEARCH AND DEVELOPMENT

CPFF

The Contractor shall perform research and development efforts and provide deliverables as specified in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRLs).

FOB: Destination

ESTIMATED COST	[redacted]
FIXED FEE	
TOTAL EST COST + FEE	$181,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

INCREMENTAL FUNDING FOR CLIN 0001

CPFF

This is an administrative SLIN for Funding purposes only.

FOB: Destination

PURCHASE REQUEST NUMBER: DE9AAH70584

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

ACRN AA $181,000.00

CIN: DE9AAH705840001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		NSP
	DATA AND REPORTS				
	CPFF				
	The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements Lists, DD For 1423-1.				
	FOB: Destination				

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

CLAUSES INCORPORATED BY FULL TEXT

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost: [redacted]
Fixed Fee:
Estimated Cost-Plus-Fixed-Fee: $ 181,000

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-Fee (CPFF) contract with a four month base period as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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. Technical 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. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, 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
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall 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."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, 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 D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

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

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 18-DEC-2006 TO 18-APR-2007	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 18-DEC-2006 TO 18-APR-2007	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

The Contractor shall accomplish the work required by CLINs 0001 and 0002 for the SOW for a period of four months after the effective date of the contract.

F-03 DELIVERY SCHEDULE OF TECHNICIAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010305C0584 72H013
AMOUNT: $181,000.00
CIN DE9AAH705840001: $181,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: Beverly Benigni

E-Mail Address: b.benigni@kearfott.com

Telephone No.: (973) 785-6883
(including area code and extension)

The point of contact on matters pertaining to contract audits is as follows:

Name: Robert Ryan

Title: Contracts Manager

Telephone No.: (973) 785-6706
(including area code and extension)

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

JP MORGAN & CHASE BANK, N.A.
111 E. WISCONSIN AVENUE
MILWAUKEE, WI 53201

PHONE # 414-977-6742
FAX# 414-977-6788

ACH CO-ORDINATOR: BARB THIEL
TELE NO:(414) 977-6742
TYPE OF ACCOUNT: CHECKING
ACH PAYMENT FORMAT: CTX

G-04 PATENT INFORMATION (MAY 2005)

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, MDA/GC
7100 Defense Pentagon

Washington, DC 20301-7100

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at https://wawf.eb.mil using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at https://wawf.eb.mil under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

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

b. Submission of Invoices under Fixed Price Type Contracts

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

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

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

4. The contractor shall prepare either:

_____ a separate invoice for each activity designated to receive the supplies or services or
_____ a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

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

3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

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

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:	$181,000
Estimated funds exhaustion date:	18 April 2007

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLIN(s) 0001 and 0002 may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS)

shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-08 PAYMENT OF FIXED FEE (MAY 2005)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Direct Productive Labor Hours (DPLHs) performed for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is [redacted] This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (MAY 2005)

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	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	$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

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

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

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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 "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials

may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

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

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

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

(1) Seven (7) copies of each item.

(2) Written statement, including:
- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

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

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

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

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

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

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/DEP
Attn: First name, Last name*
1301 Southgate Road
Arlington, VA 22202

* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

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

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

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

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

b. 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) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW)/Statement of Objectives (SOO), or other form of technical solutions, functions, requirements or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW/SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW/SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (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 one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

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

c. Subcontracts: The Contractor shall include 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 conflicts 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 for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(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 from 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 SOW/SOO or specification 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(s) or representation(s).

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

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

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

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. 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 clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

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, MDA/ACC
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

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

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
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	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	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	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
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
252.217-7003	Changes	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial 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
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****

(LIST) ***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Missile Defense Agency under Contract No. HQ0006-07-C-0003.

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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	7	14-SEP-2006
Attachment 1	Statement of Work	4	14-SEP-2006
Attachment 2	ID & Assertion of Use, Release, or Disclosure Restrictions	2	13-DEC-2006

Exhibit A
HQ0006-07-C-0003

CONTRACT DATA REQUIREMENTS LIST

Next Generation Inertial Measurement Unit

14 Sep 2006

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoDD 5230.24, *Distribution Statements on Technical Documents,* Mar. 18, 1987

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the Acquisition Streamlining and Standardization Information System (ASSIST) data base. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/DAC Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

DI Block	Entry	Definition
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

H. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
COR	Missile Defense Agency ATTN: MDA/DEP Dr. Steve Leclair 7100 Defense Pentagon Washington, DC 20301-7100 Email: Steve.Leclair@mda.mil DODAAC: HQ0006
MDA/DACT	Missile Defense Agency ATTN: MDA/DACT Ms. Su Jin Chang 7100 Defense Pentagon

Washington, DC 20301-7100

Email: Su.Chang@mda.mil

DODAAC: HQ0006

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6218

Email For Unclassified-Unlimited Documents Only:
TR@dtic.mil

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. 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
	A	TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Next Generation Inertial Measurement Unit	HQ0006-07-C-0003	**Kearfott Guidance and Navigation Corporation**

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. . SUBTITLE
A001	Technical Report – Study/Services	See Block 16

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508A/T, Nov 2000		MDA/DAC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	N/A	See Block 16

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
COR	1	1	
MDA/DACT		LT	
DTIC		1	
TOTAL	1	2	

16. REMARKS

Block 3: Subtitle will be dictated by the requirements o f the SOW.

Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative

Block 9: A distribution statement is required and will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements of the SOW.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.

G. PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
Steve LeClair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. 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
	A	TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Next Generation Inertial Measurement Unit	HQ0006-07-C-0003	**Kearfott Guidance and Navigation Corporation**

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. . SUBTITLE
A002	Presentation Material	Briefings

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-81373/T, Oct 1993		MDA/DAC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	See Block 16

16. REMARKS

Block 4: Format and Content of presentation materials that include view graphs, slides, photographs, presentation handouts, read ahead packages, and announcements shall be proposed by the Contractor for Government approval.

Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements of the SOW.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
COR		1	
MDA/DACT		LT	
TOTAL		1	

PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
Steve LeClair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.
Please DO NOT RETURN your form to either of these addresses. 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 TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Next Generation Inertial Measurement Unit	E. CONTRACT/PR. NO HQ0006-07-C-0003	F. CONTRACTOR Kearfott Guidance and Navigation Corporation

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A003	Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
Contractor Format		MDA/BC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	B	MTHLY	30 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	30 DARP

14. DISTRIBUTION			
	b. COPIES		
		Final	
a. ADDRESSEE	Draft	Reg	Repro
COR		1	
DACT		LT	
15. TOTAL		2	

16. REMARKS

Block 9: Distribution authorized to U.S. Government Agencies only for official use and to protect critical technology (11/19/2004). Other requests for this document shall be referred to MDA/BC.

Block 12: The first submission is due no later than 45 calendar days after contract initiation.

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/BC Microsoft® word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Mr. Steve Leclair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

STATEMENT OF WORK
Next Generation Inertial Measurement Unit (NGIMU)
Phase 1
14 September 2006

1. Background

MDA/DEP is charted to improve the manufacturability and producibility of the Ballistic Missile Defense System (BMDS). It performs this by undertaking initiatives that have a direct impact on the BMDS by reducing cost, improving performance, and enabling production of today's and tomorrow's missile defense system.

The MDA IMU standard has been developed based upon inputs from three major IMU manufacturers and combined into a baseline IMU standard by Draper Laboratory. The standard is expected to become official in June 2006. The IMU standard specifies data and electrical interfaces and baseline operational performance and environments.

The MDA IMU Standard and the NGIMU address these goals by 1) reducing the acquisition cost of IMU for BMDS, 2) improving reliability of BMDS by providing multiple vendors that enable the BMDS to circumvent sole source suppliers, and 3) improving producibility of a High Altitude Exo-atmospheric Nuclear Survivability (HAENS) standard radiation hardened IMU.

The principal focus of this effort is to prove interchangeability and manufacturability of next generation IMUs by developing and demonstrating low cost, radiation tolerant IMUs that will be inserted into BMDS assets. Emphasis will be on the utilization of existing designs and products to serve as the baseline for this effort. The intent is not to start with a clean sheet design, but to minimize development, unit cost and risk utilizing mature products as the starting point. The focus is to provide a new IMU interface for Next Generation Ballistic Missile Defense Systems vehicles which will provide radiation tolerance and interchangeability of IMUs across vendors.

The program will be structured into three phases that are intended to be run contiguously. Phase I wll be the concept development phase and will culminate in a Concept Design Review (CoDR). Phase II is the development phase and will be completed at Critical Design Review. Phase III will be low rate initial production (LRIP) and will be utilized to validate manufacturing of the deliverable IMUs and to support a planned flight test of one or more IMUs on a BMDS flight test vehicle. The tasks described within this SOW pertain to Phase I efforts.

2. Program Goals

2.1. **MDA IMU Standard Compliance:** The Next Generation IMU Program will develop IMUs that comply with the MDA IMU Standard. This standard is a combination of carefully detailed Interface Control Document (ICD) along with performance and environmental requirements. Compliance in this context means that the IMUs shall be graded on their ability to comply with the MDA IMU Standard. It is expected that the IMUs produced under this effort, including associated interface electronics shall achieve total compliance with the MDA IMU Standard.

2.2. **Multiple Sources:** The NGIMU Program will develop multiple sources of IMUs compliant with the IMU Standard. This will provide MDA with the ability to circumvent sole source dependencies. If a manufacturer is unable to produce an IMU for an MDA application, it will be possible to change manufacturers without the additional overhead of additional non-recurring engineering costs.

2.3. **Low Cost IMU:** The next generation IMU Program will develop low cost IMUs. The manufacturers shall utilize best manufacturing practices and leverage their existing product lines to realize cost reductions as compared to custom application IMUs.

2.4. **Interchangeability:** The next generation IMUs that are developed will be interchangeable. This will enable MDA prime contractors to quickly replace an IMU from one manufacturer with an IMU produced by another manufacturer. This has both obsolescence and producibility benefits. A leading cost driver for IMUs currently used by MDA is the high cost due to custom designs in each system. There is some need to be flexible to address specific mission requirements; however a completely custom design for each application is at odds with the need to reduce acquisition and maintenance costs. Interchangeable IMUs introduces the potential for competition and increases availability of replacement units over the service life of the system.

2.5. **Radiation Hardening:** The IMUs shall be designed and tested for radiation tolerance and shall be measured against the HAENS Standard. The HAENS Standard in included, by reference, in the MDA IMU standard.

2.6. **Low Lot Production:** It is acknowledged that the number of IMUs required in a given year will be low. The MDA does not expect to see cost reductions associated with mass production of IMUs. Therefore, the cost of producing the 5th (and not the 100th) IMU will be the unit cost comparison point. The low lot production of IMUs will be in support of both radiation testing and flight testing.

2.7. **Completion Milestone:** The IMUs developed for the NGIMU Program will be evaluated by Draper Laboratory based upon the following metrics

a. Compliance with the MDA IMU Standard
b. Interchangeability
c. Radiation tolerance based upon the HAENS standard
d. Recurring cost based upon the 5th production unit

2.8. **Insertion:** The IMUs developed in the NGIMU Program will be inserted into the BMDS assets.

3. Applicable Documents

MDA IMU Standard
HAENS Standard Level II (classified)
Engineering Manufacturing Readiness Levels Implementation Guide

4. Contractor Tasks

4.1. **Design Effort:** Utilizing the MDA IMU Standard and the HAENS document, the contractor shall assess the ability of their current product(s) to meet the interface, performance, environmental, and nuclear hardness requirements. The contractor shall assess and scope the effort required to bring their recommended IMU into full compliance with the standards. This assessment will include parts, materials, processes, design, characterization, manufacturing readiness level, cost and schedule.

4.2. **Meetings and reviews:** The contractor will prepare for and support program level review meetings. These meetings will be attended by Draper Laboratory, The Missile Defense Agency (MDA), and technical support contractors of MDA. The contractor will provide copies of all presentation material and meeting minutes including any resulting action items and agreements. These meetings will be held at the contractors' facility.

4.2.1. **Kick-Off Meeting:** Within 2 weeks of the subcontract award the contractor shall host a kick off meeting to review and discuss plans, schedules, and technical efforts to be conducted leading up to CoDR.

4.2.2. **Mid Term Meeting:** Approximately midway between subcontract start and CoDR the subcontractor will host a one day review of program status to review both technical, cost and schedule progress.

4.2.3. **Concept Design Review:** Two weeks prior to the completion of this phase of the program, the contractor will host the Concept Design Review. This will concentrate on the culmination of the design effort of this phase and provide a detailed technical, cost and schedule proposal for the next Phase of the program along with a budgetary assessment of Phase III activities. This will provide sufficient time for Draper along with MDA to prepare for selection and award of the next program phase. Depending on the number of participants in Phase I, the funding allocation for Phase II and the contractor's performance, a down select may be necessary at this point in the program. The contractor will provide a final technical report at the CoDR, incorporating the elements contained in attachment 4 to the subcontract and in compliance with CDRL item A003

4.3. **Management:** The contractor will assign a single point of contact for coordination and management of the Phase I effort.

4.3.1. **Status reports:** The contractor will supply a monthly letter (e-mail acceptable) status report detailing technical cost and schedule performance. This report shall also highlight any issues, associated mitigation or consequences of prior month's activities. This report shall be provided no later than 15 calendar days following the month being reported.

4.3.2. **Non-Disclosure Agreements: The** contractor agrees to minimize the use of proprietary data on this effort. In cases where proprietary must be used to effectively communicate information to Draper, and other technical personnel, the contractor agrees to enter into non-disclosure agreements with the effected parties.

4.3.3. **Biweekly telephone discussions:** The contractor will participate in telephone discussions on an approximate bi-weekly basis to discuss progress and any issues requiring timely resolution. Outstanding action items will also be statused at this time.

4.4. **Deliverables:** As required in support of the above tasks

4.4.1. **(A001) Technical reports (Interim and Final)**– Technical memos and reports in contractor format as required.

4.4.2. **(A002) Meeting Minutes and Presentation Aids** – Copies of meeting minutes, include attendee list, presentation aids and resulting action items and status and agreements.

4.4.3. **(A003) Monthly Status report** – contractor format acceptable. Letter report detailing technical progress, schedule, cost expenditures against budget, completion

forecast and any issues and planned resolution. Due in accordance with subcontract sections 2.1 and 2.2.

4.5. **Period of Performance:** Date of contract award through four-months.

Attachment 2
HQ0006-07-C-0003

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

Next Generation Inertial Measurement Unit

13 Dec 2006

PREPARED BY

KEARFOTT GUIDANCE AND NAVIGATION CORPORATION

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS

Technical Data or Computer Software to be Furnished With Restrictions:

In satisfying the contract requirements for submittal of the Technical Report-Study/Services (CDRL A001) and/or Presentation Material (CDRL A002), Kearfott may provide or make reference to the following technical data or computer software. This information will be provided to the government with limited or restricted rights as follows:

Limited Rights:

Restricted Rights:

Kearfott's basis for assertion regarding this technical data and computer software is that it was developed exclusively at Kearfott's expense.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
00001	01-Feb-2007	DE9AAH70584	

6. ISSUED BY CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

7. ADMINISTERED BY (If other than item6) CODE S3101A

DCM SPRINGFIELD
BLDG. 1, ARDEC
PICATINNY NJ 07806-5000

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

KEARFOTT GUIDANCE & NAVIGATION CORP
1150 MCBRIDE AVE
LITTLE FALLS NJ 07424-3800

CODE 88818 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-07-C-0003
X	10B. DATED (SEE ITEM 13) 18-Dec-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Mutual agreement of both parties pursuant to FAR 43.103(a)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: nsuchang07468
The purpose of this modification is to incorporate Attachment 3, Contract Security Classification Specification, DD Form 254 to the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KELLY D. MABE / CONTRACTING OFFICER TEL: 703-882-6151 EMAIL: kelly.mabe@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Kelly D. Mabe (Signature of Contracting Officer)	16C. DATE SIGNED 01-Feb-2007

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs	7	14-SEP-2006
Attachment 1	Statement of Work	4	14-SEP-2006
Attachment 2	ID & Assertion of Use, Release, or Disclosure Restrictions	2	13-DEC-2006

to:

Exhibit/Attachment Table of Contents

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Attachment 2	ID & Assertion of Use, Release, or Disclosure Restrictions	2	13-DEC-2006
Attachment 3	Contract Security Classification Specification, DD Form 254	13	18-DEC-2006

(End of Summary of Changes)

SECURITY GUIDANCE (BLOCK 13) CONTINUATION:

Item 13 (Continued)

Reference Item 10.g: NISPOM requirements apply. Individuals having access to the SIPRNET require NATO access. **Written permission from MDA/DOSS(O) is required prior to flowing this requirement to a subcontractor.**

Reference Item 10.j: See For Official Use Only/Controlled Unclassified Information Supplement. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS.**

Reference Item 11.c:

1. Ballistic Missile Defense System Security Classification Guide (SCG), 26 April 2004.
2. Ground-Based Midcourse Defense SCG, 7 August 2006,
3. Safe Array Compartment SCG (U) regarding Anti-Tamper, 11 July 2005
4. THAAD SCG w/Chs 1,2,3, & Correction Page 53, 30 July 2004
5. Airborne Laser Program SCG w/Ch 2, 24 April 2006
6. Space Based Infrared System (SBIRS) SCG, 21 March 2005
7. Project Hercules SCG, 9 August 2001
8. Standard Missile 2-3 (SM 2-3), SCG, 6 November 1984
9. NAVSTAR Global Positioning System (GPS) SOPG, August 1, 1997.
10. Ground Based RADAR Missile Warning Systems, dated September 1, 2003.
11. Kinetic Energy Interceptor Program (KI) SCG, 22 September 2004
12. BMDS Forward-Based X-Band Transportable (FBX-T) Radar SCG, 14 September 2005
13. Multiple Kill Vehicle (MKV) SCG, 7 December 2004
14. Other Security Classification Guides will be provided as required.

Reference Item 11.d: Contractor is required to provide adequate storage and transportation for classified hardware to the level of SECRET when required. If the hardware is of such size or quantity that it cannot be safeguarded in a regular size approved storage container, use of a Closed Area or temporary storage area will be required.

Reference 11.j: Comply with the OPSEC requirements imposed by any program supported. OPSEC is a structured process that identifies critical information, analyzes friendly actions, integrates threat analysis and risk assessments, then helps personnel apply protective measures to mitigate unacceptable risk. Organizations and personnel supporting MDA may have OPSEC requirements associated with their activities and support. The following standard expectations are included in all work.

a. The contractor supporting specific event-oriented activities will develop OPSEC Plans/Annexes when directed by the supported program, or comply with the program's OPSEC Plan/Annex.

b. Personnel assigned will receive OPSEC Awareness Education and Duty-Related Training as deemed necessary by the Government or program supported.

c. OPSEC Awareness Education and Training will be provided or coordinated through government channels (for example: MDA, IOSS, etc) and OPSEC protective measures (countermeasures) will be applied as directed by government or program sponsors.

d. Public release review processes will include an OPSEC review and certification prior to submission into MDA public review processes. Point of Contact information will be documented by personnel at the

contractor and government sponsor level and accompany submissions for MDA/PA and MDA/DOSS coordination.

Reference Item 11.1:

1. External electronic transmissions of specifically designated BMDS CUI (voice, facsimile, and data) shall be only over secure communications means approved for transmission of information to the maximum extent possible. Encryption of e-mail to satisfy this requirement shall be accomplished by use of NIST approved encryption. As an alternative to DoD PKI, the use of FIPS 140-2 validated encryption may be used, i.e., Internet Protocol Security (IPSec), Secure Socket Layer/ Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME), or Pretty Good Privacy (PGP). BMDS CUI may be sent through normal mail or distribution channels used for unclassified information. Non-secure communications means may be used to transmit specifically designated BMDS CUI in rare instances or when authorized in writing by the Program Director/COR and/or the MDA Senior Management Official responsible for BMDS operational day-to-day activity. **THESE REQUIREMENTS WILL BE IMPOSED ON ALL SUB-CONTRACTS AS APPROPRIATE.**

2. Contractor's Unclassified LAN processing BMDS CUI requires:

a. Compliance with the provisions of OMB Circular A-130, Revised, Management of Federal Information Resources, November 30,2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14,2004;

b. LAN access to designated Controlled Unclassified Information, which includes BMDS CUI (access qualifies as an ADP/IT-III Position requirement), must be limited to U.S. Persons **(precludes access by individuals claiming dual citizenship without MDA/DOSS permission)** that have a minimum SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/DOSS); or contractor equivalent; and

c. Submission of an Automated Information System Security Plan outlining procedures IAW OMB Circular A-130 and, if applicable, connectivity of wireless device implementation will be in compliance with DoD Directive 8100.2 with accreditation and certification by MDA/DOSS, prior to processing. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS, AS APPROPRIATE.**

(1) Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks should include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. **This option is subject to MDA/DOSS approval.**

(2) ADPIIT-III Requirement: For ADPIIT-III positions at the contractor's facility, the contractor will forward their ***uncleared*** employee information (completed SF 85P, Questionnaire for Positions of Public Trust, and two DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: the Organizational Security Branch; ATTN: Personnel Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

d. See FOUO Attachment for additional guidance.

e. MDAIDOSS reserves the right to conduct compliance inspections of the above requirements.

3. Publicly Accessible Internet Websites:

Contractor and subcontractor computer systems that provide public access via an Internet website will contain only BMDS information that has been officially approved in writing for public release by MDAIPA.

Reference Item 12:

1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated with the MDA Task Manager for review. ONLY information that has been favorably reviewed and authorized by the MDA Public Affairs Directorate (MDAIPA) may be disclosed. Information developed after initial approval for public release must be submitted for review and processing.

2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR and from MDAIPA.

3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.

4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to the MDA Security and Program Protection Division (MDAIDOSS) for review and appropriate action.

Reference Item 14:

1. All special security concepts/requirements and plans including those for System Security Engineering development, protective countermeasures, storage, and/or transportation of CPI program material must be coordinated with MDAIDOSS prior to implementation, to ensure adequate asset protection. Overall concept plans may be submitted for coordination/approval for the transportation and protection of any Boost, Midcourse, Terminal, Sensor, or Battle Management, Command and Control (BMC2) CPI to cover development, testing, and deployment.

2. Compliance with security requirements imposed by documents generated in response to DoDD 5200.39, Security, Intelligence, and Counterintelligence Support to Acquisition Program Protection, Sep 10, 1997 is required. Compliance with OPSEC measures if imposed by the program being supported or by documents generated by MDAIDOSS may be necessary. OPSEC program will be IAW MDA O-5205.02-INS, MDA OPSEC Program Instruction, dated 28 Jul 2005 or current edition. OPSEC plans shall be coordinated with MDAIDOSS. OPSEC requirements will be imposed on subcontractors as appropriate. Program protection measures shall be coordinated with MDAIDOSS, applied and approved by Program Element for ALL locations where Critical Program Information (CPI) is developed, produced, analyzed, maintained, transported, stored, tested, or used in training.

SAP Supplement to Contract No: HQ0006-07-C-0003.

1. Item 10f:

a. The Department of Defense Overprint to the National Industrial Security Program (NISPOM) Operating Manual will be provided to the contractor named in Item 6a if they do not possess a copy. The MDA Special Programs Directorate (MDAIDOSP) will provide detailed, Special Access Program (SAP)-specific guidance to the contractor under separate cover.

b. Access to SAP information or material shall be at government facilities and other designated locations only as identified and approved by MDA/DOSP. Access to SAP information requires a final U.S. Government Secret or Top Secret with a favorable NACLC or SSBI investigation completed within the last five years, a SAP nomination, and a special access non-disclosure briefing prior to access. The Government Program Security Officer (PSO) will contact the contractor Facility Security Officer (FSO) to obtain security information on personnel nominated for access, to include a current and signed SF-86, within one year.

2. Items 11a - c:

a. Access to MDA SAP information or data in regard to this Contract will be conducted in approved MDA SAP Facilities (SAPF) as authorized by MDAIDOSP.

b. Any facility that stores, processes or discusses SAP information or data in regard to this contract must be designated as an MDA-accredited SAPF. SAPFs will be accredited by MDAIDOSP prior to any discussions or receipt and/or generation of any classified material.

c. All SAP work will be performed in an approved SAPF. If a requirement to discuss, store, or process SAP information and to collate within an approved SAPF is identified, a Memorandum of Agreement for co-utilization must be executed between the MDA cognizant SAP security representative and the other government or contractor customer cognizant security representative. A Co-Utilization Agreement (CUA) is required between MDAIDOSP and the SCI Cognizant Security Authority (CSA) prior to introduction of MDA-sponsored SAP data into a Sensitive Compartmented Information Facility (SCIF). A Standard Operating Procedure (SOP) will be written for each SAPF and coordinated with MDA/DOSP.

3. Item 11i:

a. Prior to processing program or program-related information on Automated Information Systems (AISs), the contractor will provide MDA/DOSP with the necessary documentation outlined within the JAFAN 6/3 and be in receipt of subsequent approval.

b. AIS SOP shall implement security procedures tailored to system users for operations in accordance with program requirements, JAFAN 6/3, and where appropriate, the Overprint to the NISPOMSUP.

c. TEMPEST requirements may be necessary in the performance of this contract in accordance with program requirements, JAFAN 613, and where appropriate the Overprint to the NISPOMSUP.

4. Item 11j: OPSEC requirements may be necessary in the performance of this contract in accordance with individual program requirements and Overprint to the NISPOMSUP. Specific guidance will be provided by MDAIDOSP.

Item 12:

a. Public release of SAP information is PROHIBITED. Documents or other materials pertaining to is effort will not be released to the Defense Technical Information Center (DTIC) or any other such formation service under any circumstances. A pre-publication and/or presentation(s) review is required ior to the use of any classified or unclassified information which is either tangentially or directly related) any SAP. In each case, approval must be obtained from MDA SAP Central Office. The request must e submitted by the person who desires to make the publication or presentation, via the Contract Program ecurity Officer (CPSO) to the MDA SAP Central Office Security Manager.

b. The contractor shall not use references to SAP accesses (Nicknames, Code Words, etc.) or information, even by unclassified acronyms, in advertising, promotional efforts or recruitment of employees.

6. Item 13: The following Regulations, Guides, Manuals, Program Security Classification and Procedures Guides apply to this contract: Chapter VIII, DoD 5200.1-R, Information Security Program Regulation; DoD 5220.22M Sup 1, National Industrial Security Program Operating Manual Supplement; DoD Overprint to the NISPOMSUP; JAFAN 6/3 and 619; SAP-specific Security Classification Guide(s), Applicable Facility Specific Standard Operating Procedures, Treaty Plans, and OPSEC Guides.

7. CONTRACT NUMBER. The complete contract number is HQ0006-07-C-0003. The contractor may be required to establish non-attributable internal procedures and charge numbers that will be documented in the facility's Standard Operating Procedures (SOP) as necessary for cost accumulation by uncleared personnel.

8. SUBCONTRACTING. Subcontracting must have prior approval of MDAIDOSP. Any classified program activity that requires the use of a subcontractor facility must meet JAFAN 6/9 criteria and be approved by MDAIDOSP.

9. DOCUMENTATION.

a. Collateral information/material not directly relating to this contract shall not be introduced or authorized within a SAPF without prior written authorization from MDAIDOSP.

b. All invoiceslvouchers submitted under this contract shall be UNCLASSIFIED, and shall be devoid of any information that would require them to be classified or cause an Operations Security (OPSEC) concern.

10. COMMUNICATIONS AND TRANSMISSIONS.

a. Any communications of SAP information with outside activities not involved with the specific supported SAP are PROHIBITED, unless otherwise authorized by MDAIDOSP.

b. All programmatic material relating to this contract and its administration shall be classified in accordance with the requirements outlined in MDA and SAP-specific classification guides and this DD254 or as directed by MDAIDOSP.

c. Program related telephonic communications will be conducted on secure telephone units.

d. All documentation concerning SAP portions of this contract will be transmitted in accordance with Chapter 5, Section 4, of the Overprint to the NISPOMSUP. If U.S. Postal mailing is used, MDA/DOSP will provide guidance, as required.

11. VOUCHERS. All invoiceslvouchers submitted under this contract shall be UNCLASSIFIED and shall be devoid of any information that would require them to be classified. The invoice/voucher may reveal the contractor's name, customer name or UIC of the contract number. All invoices/vouchers shall be transmitted via means identified in paragraph 10, above, or as directed by MDA/DOSP.

12. LEGAL COUNSEL. Should the contractor require private counsel to represent corporate interests in matters related to or associated with SAP sponsored activities, the Procurement Contracting Officer, and MDA/DOSP shall be notified in writing. The private counsel shall be treated as a subcontractor. In those incidents where the issues are not program specific, it is the responsibility of the appropriate indoctrinated contractor personnel to prevent inadvertent dissemination of SAP related informationldata, operational procedures and/or administrative details to the private counsel.

13. RETENTION OF PROGRAM RELATED DOCUMENTATION, SOFTWARE, AND HARDWARE. Upon completion of this contract and acceptance by the Government of final deliverables, the contractor shall:

a. Conduct an inventorylaudit of all SAP material received and/or generated under this contract and forward it to MDA/DOSP.

b. In accordance with MDA/DOSP direction, the contractor shall destroy administrative security records and related documents utilizing approved destruction procedure/methods and maintain certificates of destruction for final close-out review. Retention of SAP information at the contractor facility is not generally authorized beyond contract close-out unless a follow on contract/task is anticipated. A written request for authorization for document retention must be forwarded to the Procurement Contracting Officer and the MDA SAP Central Office Security Manager for approval.

14. ISSUES/CONFLICT REPORTING.

a. Any questions regarding classification, access, or any other security related issue in regard to the SAP portion of this contract must be referred to MDA/DOSP.

b. Any conflict between instructions contained in the NISPOM, the Overprint to the NISPOMSUP and this DD Form 254 must be reported to MDA/DOSP by the most expedient and secure means.

Steve Sampson
COR Signature Block

Robert Leffler
SAP Security Policy
Missile Defense Agency

DEC 2 9 2006

FOR OFFICIAL USE ONLY/ BMDS CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

1. Definitions.

a. Ballistic Missile Defense System Controlled Unclassified Information (BMDS CUI). MDA/BMDS Unclassified information associating specific technologies to components, sub-systems or systems revealing sensitive configurations of a sub-system or system; identification of out-year funding or redirection of funds to specific components or projects revealing a re-prioritization of program direction; or information revealing sensitive BMDS plans, intentions, or activities relating to BMDS operations or contingencies. Examples: 1) Unclassified information that, if not protected, could lead to revealing classified Critical Program Information. 2) Information that identifies the number of components intended to be configured that would make up the operational Field of View of an interceptor thus potentially leading to concluding the Instantaneous Field of View. 3) MDA/BMDS infrastructure information revealing the location of sensitive areas, the facility protective measures, information disclosing infrastructure or security operations, harm or damage to persons, systems, utilities, or facilities, that are not otherwise eligible for classification under Executive Order 12958, as amended. BMDS CUI meets the requirement of Controlled Unclassified Information, as defined below, requiring protection during dissemination.

b. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. It includes BMDS CUI or other information marked, or that is eligible for marking, as "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; technical information as discussed in DoD 5230.24 and 5230.25; information that is subject to export controls in accordance with the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR); sensitive information as defined in the Computer Security Act of 1987, or other qualifying information as identified in DoD 5200.1-R.

c. Designated BMDS CUI. Information identified within a Security Classification Guide to be protected as FOUO, identified by an MDA government official as requiring protective measures due to sensitivity even though unclassified, and/or required by statute to be protected from public disclosure.

d. Dual Citizenship. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

e. For Official Use Only (FOUO). Information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DODD 5400.7). FOUO is not a form of classification to protect U.S. national security interests.

f. National of the United States. A National of the United States is:

(1) A citizen of the United States, or,

(2) A person who, though not a citizen of the United States, owes permanent allegiance to the United States.

NOTE: 8 U.S.C. 1101(a) (22). 8 U.S.C. 1401, paragraphs (a) through (g) categories of persons born in and outside the United States or its possessions that may qualify as Nationals of the United States. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the United States (Contact the Office of the General Counsel for interpretation of Statues and Regulatory guidance).

g. Personal Information. **Information** about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.

h. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

i. U.S. Person. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

2. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. BMDS CUI and other information may fall in this category.

b. BMDS CUI in the hands of contractors may not be released to the public by the contractor unless (a) the Contracting Officer's Representative (COR) concurs, (b) it has been reviewed by The Information Safeguards Branch, and (c) written approval has been provided by MDA/PA.

c. Access.

(1) Access to BMDS CUI must be limited to U.S. Citizens **(precludes access by individuals claiming dual citizenship without MDA/DOSS permission)** unless the access is authorized by MDA/DOSS or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.

(2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with BMDS CUI are found at contractor facilities processing BMDS CUI on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to BMDS CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/DOSS). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall forward the employee information (completed SF 85P, "Questionnaire for Positions of Public Trust," and two DD Forms 258 [Fingerprint Cards]), through the Contracting Officer's Representative, to: the Organizational Security Branch; ATTN: Personnel Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

d. Impact of 9/11/01. Listings and locations of critical infrastructure, lists of individuals, information on security systems, and other information that may allow terrorists to target a facility have taken on greater significance. This type information is now protected as FOUO or, in many cases, is being classified.

3. Identification Markings.

a. An unclassified document containing BMDS CUI shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.

b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual portions/paragraphs containing FOUO information but no classified information shall be marked "FOUO." Individual pages containing FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).

c. Certain classified material on this contract may be declassified by the Declassification Authority to UNCLASSIFIED. When classified material that is approved to be downgraded to UNCLASSIFIED is used, extracted, reissued, transmitted and/or updated, it must be reviewed by The Information Safeguards Branch and MDA/PA for public release, foreign disclosure or continued protection as For Official Use Only.

d. E-mails and other electronic files shall be marked in the same fashions as described for documents above, to the maximum extent possible.

4. Handling.

a. During any temporary sojourn of MDA Unclassified information outside of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals (i.e., family members, hotel staff, etc.) is prevented whenever untended by the contract employee.

(1) Long term task driven deadlines or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in non-contractor facilities for a period of not more than THIRTY CALENDAR DAYS.

(2) Requests for extended possession, use, and storage of MDA Unclassified information outside of "official" work spaces shall take the form of a Memorandum For Record (MFR) prepared by the employee which specifies the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

(3) The availability of supervisory copies of MFRs as described in this section may be an inspection item during Security Program Reviews conducted by the MDA/DOSS staff.

(4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.

(5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long as the work-related requirement continues.

(6) All affected employees authorized to possess, use, and store MDA Unclassified information outside of "official" work spaces must return all MDA Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.

b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological well-being of the contractor work force.

5. Transmission/Dissemination/Reproduction

a. Authorized contractors, consultants and grantees may transmit/disseminate BMDS CUI internally to each other and to DoD components and officials of DoD components who have a legitimate need for the information in connection with this contract. The following general guidelines apply:

(1) External electronic transmissions (voice, facsimile, and data) of specifically designated BMDS CUI shall be only over secure communications means approved for transmission of information when practical. Encryption of e-mail to satisfy this requirement shall only be accomplished by use of software containing a National Institute of Standards and Technology (NIST)-approved security module and DoD-approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/iecavendors.html whenever possible. As an alternative, utilization of any FIPS 140-2 validated encryption (e.g., IPSec, SSL/TLS, S/MIME, or PGP) may be used. Non-secure communications means may transmit specifically designated BMDS CUI in rare instances (verbal approval must be followed up with a Program Director/Contracting Officer's Representative (PD/COR) and/or the MDA Senior Management Official responsible for BMDS operational day-to-day activity.

(a) To transmit FOUO information to or from a Government computer, encryption should use a DoD-approved PKI certificate whenever possible.

(b) To transmit FOUO information between contractor computers, software with a NIST-approved security module and other-than-DoD PKI keys is acceptable.

(c) To transmit contractor information (competition sensitive, company proprietary, etc.) to a Government computer, the contractor is free to use whatever encryption they are comfortable with.

(2) BMDS CUI shall be transmitted over secure facsimile equipment. If not available, contractors shall use the following means of transmission when secure facsimile is not available:

(a) Hand-carry.
(b) U.S. Postal service.
(c) Overnight express mail services.

(3) BMDS CUI may be transmitted, processed, and stored internally on Automated Information Systems (AIS), electronic mail and other similar systems or networks (1) when distribution is to an

authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute BMDS CUI. Discretionary access control measures may be used to preclude access to BMDS CUI files by users who are authorized system users, but who are not authorized access to BMDS CUI. External transmission of BMDS CUI shall be secured using NIST-validated encryption. Contractors shall use the following means of transmission when authorized encryption is not available:

(a) Hand-carry.
(b) U.S. Postal service.
(c) Overnight express mail services.

(4) The World Wide Web shall be equated with "Public Access." Information must be reviewed by The Information Safeguards Branch and MDA/PA and officially approved for public release before placing on publicly-accessible Web pages or electronic bulletin boards.

(5) Do not mark shipping containers as containing BMDS CUI or FOUO.

(6) Reproduction of BMDS CUI may be accomplished on unclassified copiers or within designated government or contractor reproduction areas.

6. Storage. During working hours, BMDS CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, BMDS CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

7. Disposition.

a. When no longer needed, BMDS CUI shall be disposed of in the same manner as classified waste, or in a manner that will preclude reconstruction. To use the "preclude reconstruction" option, the following minimum standard must be met:

(1) Cross-cut shredder with a maximum width of 1/4" and a maximum length of 1.5", or

(2) Strip shredder (or tearing/cutting) with a maximum width of 114".

b. Removal of the FOUO or BMDS CUI status can only be accomplished by the government originator. The MDA COR shall review and/or coordinate with proper authority the removal of FOUO or BMDS CUI status for information in support of contract activity.

8. Unauthorized Disclosure. The unauthorized disclosure of FOUO records does not constitute an unauthorized disclosure of DoD information classified for security purposes. Appropriate administrative action shall be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action shall be taken against those responsible. Unauthorized disclosure of FOUO information that is protected by the Privacy Act may also result in civil and criminal sanctions against responsible persons. The DoD Component that originated the FOUO information shall be informed of its unauthorized disclosure. Government and contractor organizations must inform the COR and MDA/DOSS of any unauthorized disclosures of BMDS CUI related to this contract.

AWARD/CONTRACT

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

RATING: DX-C9

PAGE 1 OF PAGES 25

2. CONTRACT (Proc. Inst. Ident.) NO.: HQ0006-07-C-0004

3. EFFECTIVE DATE: 29 Jan 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: DESAAH70590

5. ISSUED BY — CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) — CODE S2206A

DCMA BOSTON
496 SUMMER STREET
BOSTON MA 02210-2139

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

LITTON SYSTEMS, INC.
755 DEDHAM ST
CANTON MA 02021-1402

CODE 021D8 — 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 Section G

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0337

DFAS -COLUMBUS CENTER/NORTH ENTITLEMENT
PO BOX 182266
COLUMBUS OH 43218-2266

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 $219,000.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19 - 24
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	4	X	J	LIST OF ATTACHMENTS	25
X	D	PACKAGING AND MARKING	5			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	6		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7				
X	G	CONTRACT ADMINISTRATION DATA	8 - 12		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	13 - 18		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 ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)
JACK KEARNEY, CONTRACTS PROFESSIONAL
TEL:

20A. NAME AND TITLE OF CONTRACTING OFFICER
Kelly D. Make
Contracting Officer

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

19C. DATE SIGNED 1/30/07

20B. UNITED STATES OF AMERICA
BY Kelly D. Make
(Signature of Contracting Officer)

20C. DATE SIGNED 1/31/07

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,120	Labor Hours		

RESEARCH AND DEVELOPMENT

CPFF

The Contractor shall perform research and development efforts and provide deliverables as specified in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRLs).

FOB: Destination

ESTIMATED COST	$201,466.00
FIXED FEE	$17,534.00
TOTAL EST COST + FEE	$219,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

INCREMENTAL FUNDING FOR CLIN 0001

CPFF

This is an administrative SLIN for funding purposes only.

FOB: Destination

PURCHASE REQUEST NUMBER: DE9AAH70590

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

ACRN AA $200,000.00

CIN: DE9AAH705900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP
	DATA AND REPORTS				
	CPFF				
	The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements Lists, DD Form 1423-1.				
	FOB: Destination				
				ESTIMATED COST	$0.00
				FIXED FEE	$0.00
				TOTAL EST COST + FEE	$0.00

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	$	201,466
Fixed Fee:	$	17,534
Estimated Cost-Plus-Fixed-Fee:	$	219,000

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-Fee (CPFF) contract with a four month base period as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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. Technical 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. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, 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
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall 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."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, 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 D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

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

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-JAN-2007 TO 28-MAY-2007	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 29-JAN-2007 TO 28-MAY-2007	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

For Base Period:

a. The Contractor shall accomplish the work required by CLINs 0001, 0002 for the SOW for a period of four months after the effective date of the contract.

F-03 DELIVERY SCHEDULE OF TECHNICIAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A.

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010305C0590 72H013
AMOUNT: $200,000.00
CIN DE9AAH705900001: $200,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC:	Jack Kearney
E-Mail Address:	john.kearney@ngc.com
Telephone No.:	(781) 232-2232

The point of contact on matters pertaining to contract audits is as follows:

Name:	William R. Cole
Title:	Manager, Government
Telephone No.:	(818) 715-2007

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

Litton Systems, Inc.

P.O. Box 203050

Houston, TX 77216-3050

G-04 PATENT INFORMATION (MAY 2005)

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, MDA/GC
7100 Defense Pentagon
Washington, DC 20301-7100

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at https://wawf.eb.mil using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at https://wawf.eb.mil under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

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

b. Submission of Invoices under Fixed Price Type Contracts

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

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

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

4. The contractor shall prepare either:

_____ a separate invoice for each activity designated to receive the supplies or services or
_____ a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the

direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

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

3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

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

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:	$200,000
Estimated funds exhaustion date:	01 March 2007

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLINs 0001 and 0002 and may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-08 PAYMENT OF FIXED FEE (MAY 2005)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Direct Productive Labor Hours (DPLHs) performed for the billing period. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee

invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is 95-2277760. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (MAY 2005)

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	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	$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

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

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

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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 "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials

may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

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

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

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

(1) Seven (7) copies of each item.

(2) Written statement, including:
- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

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

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

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

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

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

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/(2 letter code)
Attn: First name, Last name*
1301 Southgate Road
Arlington, VA 22202

* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

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

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

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

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

b. 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) Maintenance of Objectivity: Instances arising during the performance of this contract, or in the pursuit of subsequent follow-on work, that raise an OCI issue will be addressed and resolved in accordance with the standards and procedures of FAR Part 9.5.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (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 one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

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

c. Subcontracts: The Contractor shall include 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 conflicts 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 for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(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 from 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 SOW/SOO or specification 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(s) or representation(s).

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

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

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

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. 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 clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

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, MDA/ACC
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

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

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
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	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	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	DEC 2004
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
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
252.217-7003	Changes	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial 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
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting

With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the Missile Defense Agency under Contract No. HQ0006-07-C-0004.

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	7	14-SEP-2006
Attachment 1	Statement of Work	4	14-SEP-2006
Attachment 2	Data Rights Assertion	1	28-SEP-2006
Attachment 3	DD 254	13	18-DEC-2006

Exhibit A
HQ0006-07-C-0004

CONTRACT DATA REQUIREMENTS LIST

Next Generation Inertial Measurement Unit

14 Sep 2006

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoDD 5230.24, *Distribution Statements on Technical Documents,* Mar. 18, 1987

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the Acquisition Streamlining and Standardization Information System (ASSIST) data base. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Work (SOW).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/DAC Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

DI Block	Entry	Definition
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

H. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
COR	Missile Defense Agency ATTN: MDA/DEP Steve Sampson 7100 Defense Pentagon Washington, DC 20301-7100 Email: steve.sampson@mda.mil DODAAC: HQ0006
MDA/DACT	Missile Defense Agency ATTN: MDA/DACT Ms. Su Jin Chang 7100 Defense Pentagon Washington, DC 20301-7100

Email: Su.Chang@mda.mil

DODAAC: HQ0006

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6218

Email For Unclassified-Unlimited Documents Only:
TR@dtic.mil

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. 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
	A	TDP ____ TM ____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Next Generation Inertial Measurement Unit	HQ0006-07-C-0004	**Northrup Grumman Corporation**

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. . SUBTITLE
A001	Technical Report – Study/Services	See Block 16

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MISC-80508A/T, Nov 2000		MDA/DAC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	See Block 16

16. REMARKS

Block 3: Subtitle will be dictated by the requirements o f the SOW.

Block 4: Format and content shall be proposed by the Contractor for Contracting Officer's Representative approval. Any changes will require an updated Program Management Plan to be submitted to the Contracting Officer's Representative

Block 9: A distribution statement is required and will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued development/resolution requirements of the SOW.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.

14. DISTRIBUTION			
	b. COPIES		
		Final	
a. ADDRESSEE	Draft	Reg	Repro
COR	1	1	
MDA/DACT		LT	
DTIC		1	
TOTAL	1	2	

PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE
Steve LeClair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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. d 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, 1215 Jefferson Davis way, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing acting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY
	A	TDP _____ TM _____ OTHER X

D. SYSTEM/ITEM	E. CONTRACT/PR. NO	F. CONTRACTOR
Next Generation Inertial Measurement Unit	HQ0006-07-C-0004	**Northrup Grumman Corporation**

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. . SUBTITLE
A002	Presentation Material	Briefings

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-ADMN-81373/T, Oct 1993		MDA/DAC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	See Block 16	AS REQ	See Block 16

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
A	N/A	See Block 16

16. REMARKS

Block 4: Format and Content of presentation materials that include view graphs, slides, photographs, presentation handouts, read ahead packages, and announcements shall be proposed by the Contractor for Government approval.

Block 9: A distribution statement may be required and, where required, will be provided by the COR before delivery of the data.

Blocks 10, 12, and 13: Submission frequencies and dates will be dictated by the technical review and issued velopment/resolution requirements of the SOW.

ocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DAC word processing, spreadsheet, and database applications.

14. DISTRIBUTION			
	b. COPIES		
		Final	
a. ADDRESSEE	Draft	Reg	Repro
COR		1	
MDA/DACT		LT	
TOTAL		1	

G. PREPARED BY:	H. DATE	I. APPROVED BY	J. DATE

Steve LeClair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. 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 TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Next Generation Inertial Measurement Unit	E. CONTRACT/PR. NO HQ0006-07-C-0004	F. CONTRACTOR **Northrup Grumman Corporation**
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Status Report	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* Contractor Format	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/BC

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
N/A	B	MTHLY	30 DAC
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A		N/A	30 DARP

14. DISTRIBUTION			
a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
COR		1	
DACT		LT	
15. TOTAL		2	

16. REMARKS

Block 9: Distribution authorized to U.S. Government Agencies only for official use and to protect critical technology (11/19/2004). Other requests for this document shall be referred to MDA/BC.

Block 12: The first submission is due no later than 45 calendar days after contract initiation.

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by in the form of an email unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/BC Microsoft® word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE

Mr. Steve Leclair, MDA/DEP	14 Sep 06	W. H. Stieglitz, MDA Data Manager	14 Sep 06

DD Form 1423-1, JUN 90*Previous editions are obsolete.*

STATEMENT OF WORK
Next Generation Inertial Measurement Unit (NGIMU)
Phase 1
14 September 2006

1. Background

MDA/DEP is charted to improve the manufacturability and producibility of the Ballistic Missile Defense System (BMDS). It performs this by undertaking initiatives that have a direct impact on the BMDS by reducing cost, improving performance, and enabling production of today's and tomorrow's missile defense system.

The MDA IMU standard has been developed based upon inputs from three major IMU manufacturers and combined into a baseline IMU standard by Draper Laboratory. The standard is expected to become official in June 2006. The IMU standard specifies data and electrical interfaces and baseline operational performance and environments.

The MDA IMU Standard and the NGIMU address these goals by 1) reducing the acquisition cost of IMU for BMDS, 2) improving reliability of BMDS by providing multiple vendors that enable the BMDS to circumvent sole source suppliers, and 3) improving producibility of a High Altitude Exo-atmospheric Nuclear Survivability (HAENS) standard radiation hardened IMU.

The principal focus of this effort is to prove interchangeability and manufacturability of next generation IMUs by developing and demonstrating low cost, radiation tolerant IMUs that will be inserted into BMDS assets. Emphasis will be on the utilization of existing designs and products to serve as the baseline for this effort. The intent is not to start with a clean sheet design, but to minimize development, unit cost and risk utilizing mature products as the starting point. The focus is to provide a new IMU interface for Next Generation Ballistic Missile Defense Systems vehicles which will provide radiation tolerance and interchangeability of IMUs across vendors.

The program will be structured into three phases that are intended to be run contiguously. Phase I wll be the concept development phase and will culminate in a Concept Design Review (CoDR). Phase II is the development phase and will be completed at Critical Design Review. Phase III will be low rate initial production (LRIP) and will be utilized to validate manufacturing of the deliverable IMUs and to support a planned flight test of one or more IMUs on a BMDS flight test vehicle. The tasks described within this SOW pertain to Phase I efforts.

2. Program Goals

2.1. **MDA IMU Standard Compliance:** The Next Generation IMU Program will develop IMUs that comply with the MDA IMU Standard. This standard is a combination of carefully detailed Interface Control Document (ICD) along with performance and environmental requirements. Compliance in this context means that the IMUs shall be graded on their ability to comply with the MDA IMU Standard. It is expected that the IMUs produced under this effort, including associated interface electronics shall achieve total compliance with the MDA IMU Standard.

2.2. **Multiple Sources:** The NGIMU Program will develop multiple sources of IMUs compliant with the IMU Standard. This will provide MDA with the ability to circumvent sole source dependencies. If a manufacturer is unable to produce an IMU for an MDA application, it will be possible to change manufacturers without the additional overhead of additional non-recurring engineering costs.

2.3. **Low Cost IMU:** The next generation IMU Program will develop low cost IMUs. The manufacturers shall utilize best manufacturing practices and leverage their existing product lines to realize cost reductions as compared to custom application IMUs.

2.4. **Interchangeability:** The next generation IMUs that are developed will be interchangeable. This will enable MDA prime contractors to quickly replace an IMU from one manufacturer with an IMU produced by another manufacturer. This has both obsolescence and producibility benefits. A leading cost driver for IMUs currently used by MDA is the high cost due to custom designs in each system. There is some need to be flexible to address specific mission requirements; however a completely custom design for each application is at odds with the need to reduce acquisition and maintenance costs. Interchangeable IMUs introduces the potential for competition and increases availability of replacement units over the service life of the system.

2.5. **Radiation Hardening:** The IMUs shall be designed and tested for radiation tolerance and shall be measured against the HAENS Standard. The HAENS Standard in included, by reference, in the MDA IMU standard.

2.6. **Low Lot Production:** It is acknowledged that the number of IMUs required in a given year will be low. The MDA does not expect to see cost reductions associated with mass production of IMUs. Therefore, the cost of producing the 5th (and not the 100th) IMU will be the unit cost comparison point. The low lot production of IMUs will be in support of both radiation testing and flight testing.

2.7. **Completion Milestone:** The IMUs developed for the NGIMU Program will be evaluated by Draper Laboratory based upon the following metrics

a. Compliance with the MDA IMU Standard
b. Interchangeability
c. Radiation tolerance based upon the HAENS standard
d. Recurring cost based upon the 5th production unit

2.8. **Insertion:** The IMUs developed in the NGIMU Program will be inserted into the BMDS assets.

3. Applicable Documents

MDA IMU Standard
HAENS Standard Level II (classified)
Engineering Manufacturing Readiness Levels Implementation Guide

4. Contractor Tasks

4.1. **Design Effort:** Utilizing the MDA IMU Standard and the HAENS document, the contractor shall assess the ability of their current product(s) to meet the interface, performance, environmental, and nuclear hardness requirements. The contractor shall assess and scope the effort required to bring their recommended IMU into full compliance with the standards. This assessment will include parts, materials, processes, design, characterization, manufacturing readiness level, cost and schedule.

4.2. Meetings and reviews: The contractor will prepare for and support program level review meetings. These meetings will be attended by Draper Laboratory, The Missile Defense Agency (MDA), and technical support contractors of MDA. The contractor will provide copies of all presentation material and meeting minutes including any resulting action items and agreements. These meetings will be held at the contractors' facility.

4.2.1. Kick-Off Meeting: Within 2 weeks of the subcontract award the contractor shall host a kick off meeting to review and discuss plans, schedules, and technical efforts to be conducted leading up to CoDR.

4.2.2. Mid Term Meeting: Approximately midway between subcontract start and CoDR the subcontractor will host a one day review of program status to review both technical, cost and schedule progress.

4.2.3. Concept Design Review: Two weeks prior to the completion of this phase of the program, the contractor will host the Concept Design Review. This will concentrate on the culmination of the design effort of this phase and provide a detailed technical, cost and schedule proposal for the next Phase of the program along with a budgetary assessment of Phase III activities. This will provide sufficient time for Draper along with MDA to prepare for selection and award of the next program phase. Depending on the number of participants in Phase I, the funding allocation for Phase II and the contractor's performance, a down select may be necessary at this point in the program. The contractor will provide a final technical report at the CoDR, incorporating the elements contained in attachment 4 to the subcontract and in compliance with CDRL item A003

4.3. Management: The contractor will assign a single point of contact for coordination and management of the Phase I effort.

4.3.1. Status reports: The contractor will supply a monthly letter (e-mail acceptable) status report detailing technical cost and schedule performance. This report shall also highlight any issues, associated mitigation or consequences of prior month's activities. This report shall be provided no later than 15 calendar days following the month being reported.

4.3.2. Non-Disclosure Agreements: The contractor agrees to minimize the use of proprietary data on this effort. In cases where proprietary must be used to effectively communicate information to Draper, and other technical personnel, the contractor agrees to enter into non-disclosure agreements with the effected parties.

4.3.3. Biweekly telephone discussions: The contractor will participate in telephone discussions on an approximate bi-weekly basis to discuss progress and any issues requiring timely resolution. Outstanding action items will also be statused at this time.

4.4. Deliverables: As required in support of the above tasks

4.4.1. (A001) Technical reports (Interim and Final)– Technical memos and reports in contractor format as required.

4.4.2. (A002) Meeting Minutes and Presentation Aids – Copies of meeting minutes, include attendee list, presentation aids and resulting action items and status and agreements.

4.4.3. (A003) Monthly Status report – contractor format acceptable. Letter report detailing technical progress, schedule, cost expenditures against budget, completion

forecast and any issues and planned resolution. Due in accordance with subcontract sections 2.1 and 2.2.

4.5. **Period of Performance:** Date of contract award through four-months.

DATA RIGHTS ASSERTION ATTACHMENT

IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF TECHNICAL DATA AND/OR COMPUTER SOFTWARE

Litton Product/Technology
LN200

Solicitation/Contract No.:
MDA Solicitation No. HQ0006-06-MP-BAA

Litton Systems, Inc. asserts for itself, and for the subcontractor organization(s) which may be identified herein, that the Government's right to use, release, or disclose the following technical data and/or computer software should be restricted:

Technical Data to be furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person/Corp. Asserting Restrictions
LN200	*Developed Exclusively at Private Expense (All Items)*	*Limited Rights (All Items)*	*See Certification below*

Computer Software to be furnished with Restrictions	Basis for Assertion	Asserted Rights Category	Name of Person/Corp. Asserting Restrictions
All software, firmware	*Developed Exclusively at Private Expense (All Items)*	*Limited Rights (All Items)*	*See Certification below*

Restrictions asserted by: Litton Systems, Inc.

Date: 9/28/06 By: Jack Kearney

Name: Jack Kearney Title: Contract Professional

Note: This Attachment is submitted in response to the requirements of the DFARS clauses at 252.227-7013, 252.227-7014, and/or 252.227-7017 as may be applicable to the solicitation or contract identified above.

SECURITY GUIDANCE (BLOCK 13) CONTINUATION:

Item 13 (Continued)

Reference Item 10.g: NISPOM requirements apply. Individuals having access to the SIPRNET require NATO access. **Written permission from MDA/DOSS(O) is required prior to flowing this requirement to a subcontractor.**

Reference Item 10.j: See For Official Use Only/Controlled Unclassified Information Supplement. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS.**

Reference Item 11.c:

1. Ballistic Missile Defense System Security Classification Guide (SCG), 26 April 2004.
2. Ground-Based Midcourse Defense SCG, 7 August 2006,
3. Safe Array Compartment SCG (U) regarding Anti-Tamper, 11 July 2005
4. THAAD SCG w/Chs 1,2,3, & Correction Page 53, 30 July 2004
5. Airborne Laser Program SCG w/Ch 2, 24 April 2006
6. Space Based Infrared System (SBIRS) SCG, 21 March 2005
7. Project Hercules SCG, 9 August 2001
8. Standard Missile 2-3 (SM 2-3), SCG, 6 November 1984
9. NAVSTAR Global Positioning System (GPS) SOPG, August 1, 1997.
10. Ground Based RADAR Missile Warning Systems, dated September 1, 2003.
11. Kinetic Energy Interceptor Program (KI) SCG, 22 September 2004
12. BMDS Forward-Based X-Band Transportable (FBX-T) Radar SCG, 14 September 2005
13. Multiple Kill Vehicle (MKV) SCG, 7 December 2004
14. Other Security Classification Guides will be provided as required.

Reference Item 11.d: Contractor is required to provide adequate storage and transportation for classified hardware to the level of SECRET when required. If the hardware is of such size or quantity that it cannot be safeguarded in a regular size approved storage container, use of a Closed Area or temporary storage area will be required.

Reference 11.j: Comply with the OPSEC requirements imposed by any program supported. OPSEC is a structured process that identifies critical information, analyzes friendly actions, integrates threat analysis and risk assessments, then helps personnel apply protective measures to mitigate unacceptable risk. Organizations and personnel supporting MDA may have OPSEC requirements associated with their activities and support. The following standard expectations are included in all work.

a. The contractor supporting specific event-oriented activities will develop OPSEC Plans/Annexes when directed by the supported program, or comply with the program's OPSEC Plan/Annex.

b. Personnel assigned will receive OPSEC Awareness Education and Duty-Related Training as deemed necessary by the Government or program supported.

c. OPSEC Awareness Education and Training will be provided or coordinated through government channels (for example: MDA, IOSS, etc) and OPSEC protective measures (countermeasures) will be applied as directed by government or program sponsors.

d. Public release review processes will include an OPSEC review and certification prior to submission into MDA public review processes. Point of Contact information will be documented by personnel at the

contractor and government sponsor level and accompany submissions for MDA/PA and MDA/DOSS coordination.

Reference Item 11.1:

1. External electronic transmissions of specifically designated BMDS CUI (voice, facsimile, and data) shall be only over secure communications means approved for transmission of information to the maximum extent possible. Encryption of e-mail to satisfy this requirement shall be accomplished by use of NIST approved encryption. As an alternative to DoD PKI, the use of FIPS 140-2 validated encryption may be used, i.e., Internet Protocol Security (IPSec), Secure Socket Layer/ Transport Layer Security (SSL/TLS), Secure/Multipurpose Internet Mail Extensions (S/MIME), or Pretty Good Privacy (PGP). BMDS CUI may be sent through normal mail or distribution channels used for unclassified information. Non-secure communications means may be used to transmit specifically designated BMDS CUI in rare instances or when authorized in writing by the Program Director/COR and/or the MDA Senior Management Official responsible for BMDS operational day-to-day activity. **THESE REQUIREMENTS WILL BE IMPOSED ON ALL SUB-CONTRACTS AS APPROPRIATE.**

2. Contractor's Unclassified LAN processing BMDS CUI requires:

a. Compliance with the provisions of OMB Circular A-130, Revised, Management of Federal Information Resources, November 30, 2000 and DoD Directive 8100.2, "Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG)," April 14,2004;

b. LAN access to designated Controlled Unclassified Information, which includes BMDS CUI (access qualifies as an ADP/IT-III Position requirement), must be limited to U.S. Persons **(precludes access by individuals claiming dual citizenship without MDA/DOSS permission)** that have a minimum SECRET level clearance; or have been the subject of a favorably completed National Agency Check (NAC) or a more stringent personnel security investigation (access pending completion of NAC and final clearance determination is subject to approval by MDA/DOSS); or contractor equivalent; and

c. Submission of an Automated Information System Security Plan outlining procedures IAW OMB Circular A-130 and, if applicable, connectivity of wireless device implementation will be in compliance with DoD Directive 8100.2 with accreditation and certification by MDA/DOSS, prior to processing. **THIS REQUIREMENT WILL BE IMPOSED ON ALL SUBCONTRACTS, AS APPROPRIATE.**

(1) Contractor Equivalent: Contractor equivalent includes various background checks such as those performed by employers during hiring process. Minimum checks should include Citizenship, Personal Identification (Social Security Number), Criminal, and Credit. **This option is subject to MDA/DOSS approval.**

(2) ADP/IT-III Reauirement: For ADP/IT-III positions at the contractor's facility, the contractor will forward their ***uncleared*** employee information (completed SF 85P, Questionnaire for Positions of Public Trust, and two DD Forms 258 (Fingerprint Cards), through the Contracting Officer's Representative, to: the Organizational Security Branch; ATTN: Personnel Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

d. See FOUO Attachment for additional guidance.

e. MDA/DOSS reserves the right to conduct compliance inspections of the above requirements.

3. Publicly Accessible Internet Websites:

Contractor and subcontractor computer systems that provide public access via an Internet website will contain only BMDS information that has been officially approved in writing for public release by MDAIPA.

Reference Item 12:

1. Proposed public disclosure of unclassified information relating to work under this contract shall be coordinated with the MDA Task Manager for review. ONLY information that has been favorably reviewed and authorized by the MDA Public Affairs Directorate (MDAIPA) may be disclosed. Information developed after initial approval for public release must be submitted for review and processing.

2. Contemplated visits by public media representatives in reference to this contract shall receive prior approval from the MDA COR and from MDAIPA.

3. Critical technology subject to the provisions of DoD Directives 5230.24, "Distribution Statements on Technical Documents," and 5230.25, "Withholding of Unclassified Technical Data from Public Disclosure," shall be reviewed in accordance with established directives.

4. A request from a foreign government, or representative thereof, including foreign contractors, for classified and/or unclassified information in reference to this contract shall be forwarded to the MDA Security and Program Protection Division (MDA/DOSS) for review and appropriate action.

Reference Item 14:

1. All special security concepts/requirements and plans including those for System Security Engineering development, protective countermeasures, storage, and/or transportation of CPI program material must be coordinated with MDAIDOSS prior to implementation, to ensure adequate asset protection. Overall concept plans may be submitted for coordination/approval for the transportation and protection of any Boost, Midcourse, Terminal, Sensor, or Battle Management, Command and Control (BMC2) CPI to cover development, testing, and deployment.

2. Compliance with security requirements imposed by documents generated in response to DoDD 5200.39, Security, Intelligence, and Counterintelligence Support to Acquisition Program Protection, Sep 10, 1997 is required. Compliance with OPSEC measures if imposed by the program being supported or by documents generated by MDAIDOSS may be necessary. OPSEC program will be IAW MDA O-5205.02-INS, MDA OPSEC Program Instruction, dated 28 Jul 2005 or current edition. OPSEC plans shall be coordinated with MDAIDOSS. OPSEC requirements will be imposed on subcontractors as appropriate. Program protection measures shall be coordinated with MDAIDOSS, applied and approved by Program Element for ALL locations where Critical Program Information (CPI) is developed, produced, analyzed, maintained, transported, stored, tested, or used in training.

SAP Supplement to Contract No: HQ0006-07-C-0004.

1. Item 10f:

a. The Department of Defense Overprint to the National Industrial Security Program (NISPOM) Operating Manual will be provided to the contractor named in Item 6a if they do not possess a copy. The MDA Special Programs Directorate (MDAIDOSP) will provide detailed, Special Access Program (SAP)-specific guidance to the contractor under separate cover.

b. Access to SAP information or material shall be at government facilities and other designated locations only as identified and approved by MDAIDOSP. Access to SAP information requires a final U.S. Government Secret or Top Secret with a favorable NACLC or SSBI investigation completed within the last five years, a SAP nomination, and a special access non-disclosure briefing prior to access. The Government Program Security Officer (PSO) will contact the contractor Facility Security Officer (FSO) to obtain security information on personnel nominated for access, to include a current and signed SF-86, within one year.

2. Items 11a - *c:*

a. Access to MDA SAP information or data in regard to this Contract will be conducted in approved MDA SAP Facilities (SAPF) as authorized by MDA/DOSP.

b. Any facility that stores, processes or discusses SAP information or data in regard to this contract must be designated as an MDA-accredited SAPF. SAPFs will be accredited by MDA/DOSP prior to any discussions or receipt and/or generation of any classified material.

c. All SAP work will be performed in an approved SAPF. If a requirement to discuss, store, or process SAP information and to collate within an approved SAPF is identified, a Memorandum of Agreement for co-utilization must be executed between the MDA cognizant SAP security representative and the other government or contractor customer cognizant security representative. A Co-Utilization Agreement (CUA) is required between MDAIDOSP and the SCI Cognizant Security Authority (CSA) prior to introduction of MDA-sponsored SAP data into a Sensitive Compartmented Information Facility (SCIF). A Standard Operating Procedure (SOP) will be written for each SAPF and coordinated with MDAIDOSP.

3. Item 11i:

a. Prior to processing program or program-related information on Automated Information Systems (AISs), the contractor will provide MDAIDOSP with the necessary documentation outlined within the JAFAN 6/3 and be in receipt of subsequent approval.

b. AIS SOP shall implement security procedures tailored to system users for operations in accordance with program requirements, JAFAN 613, and where appropriate, the Overprint to the NISPOMSUP.

c. TEMPEST requirements may be necessary in the performance of this contract in accordance with program requirements, JAFAN 613, and where appropriate the Overprint to the NISPOMSUP.

4. Item 11j: OPSEC requirements may be necessary in the performance of this contract in accordance with individual program requirements and Overprint to the NISPOMSUP. Specific guidance will be provided by MDA/DOSP.

5. Item 12:

a. Public release of SAP information is PROHIBITED. Documents or other materials pertaining to this effort will not be released to the Defense Technical Information Center (DTIC) or any other such information service under any circumstances. A pre-publication and/or presentation(s) review is required prior to the use of any classified or unclassified information which is either tangentially or directly related to any SAP. In each case, approval must be obtained from MDA SAP Central Office. The request must be submitted by the person who desires to make the publication or presentation, via the Contract Program Security Officer (CPSO) to the MDA SAP Central Office Security Manager.

b. The contractor shall not use references to SAP accesses (Nicknames, Code Words, etc.) or information, even by unclassified acronyms, in advertising, promotional efforts or recruitment of employees.

6. Item 13: The following Regulations, Guides, Manuals, Program Security Classification and Procedures Guides apply to this contract: Chapter VIII, DoD 5200.1-R, Information Security Program Regulation; DoD 5220.22M Sup 1, National Industrial Security Program Operating Manual Supplement; DoD Overprint to the NISPOMSUP; JAFAN 613 and 619; SAP-specific Security Classification Guide(s), Applicable Facility Specific Standard Operating Procedures, Treaty Plans, and OPSEC Guides.

7. CONTRACT NUMBER. The complete contract number is HQ0006-07-C-0004. The contractor may be required to establish non-attributable internal procedures and charge numbers that will be documented in the facility's Standard Operating Procedures (SOP) as necessary for cost accumulation by uncleared personnel.

8. SUBCONTRACTING. Subcontracting must have prior approval of MDAIDOSP. Any classified program activity that requires the use of a subcontractor facility must meet JAFAN 619 criteria and be approved by MDAIDOSP.

9. DOCUMENTATION.

a. Collateral information/material not directly relating to this contract shall not be introduced or authorized within a SAPF without prior written authorization from MDAIDOSP.

b. All invoices/vouchers submitted under this contract shall be UNCLASSIFIED, and shall be devoid of any information that would require them to be classified or cause an Operations Security (OPSEC) concern.

10. COMMUNICATIONS AND TRANSMISSIONS.

a. Any communications of SAP information with outside activities not involved with the specific supported SAP are PROHIBITED, unless otherwise authorized by MDAIDOSP.

b. All programmatic material relating to this contract and its administration shall be classified in accordance with the requirements outlined in MDA and SAP-specific classification guides and this DD254 or as directed by MDAIDOSP.

c. Program related telephonic communications will be conducted on secure telephone units.

d. All documentation concerning SAP portions of this contract will be transmitted in accordance with Chapter 5, Section 4, of the Overprint to the NISPOMSUP. If U.S. Postal mailing is used, MDAIDOSP will provide guidance, as required.

11. VOUCHERS. All invoiceslvouchers submitted under this contract shall be UNCLASSIFIED and shall be devoid of any information that would require them to be classified. The invoice/voucher may reveal the contractor's name, customer name or UIC of the contract number. All invoices/vouchers shall be transmitted via means identified in paragraph 10, above, or as directed by MDA/DOSP.

12. LEGAL COUNSEL. Should the contractor require private counsel to represent corporate interests in matters related to or associated with SAP sponsored activities, the Procurement Contracting Officer, and MDA/DOSP shall be notified in writing. The private counsel shall be treated as a subcontractor. In those incidents where the issues are not program specific, it is the responsibility of the appropriate indoctrinated contractor personnel to prevent inadvertent dissemination of SAP related information/data, operational procedures and/or administrative details to the private counsel.

13. RETENTION OF PROGRAM RELATED DOCUMENTATION, SOFTWARE. AND HARDWARE. Upon completion of this contract and acceptance by the Government of final deliverables, the contractor shall:

a. Conduct an inventory/audit of all SAP material received and/or generated under this contract and forward it to MDA/DOSP.

b. In accordance with MDA/DOSP direction, the contractor shall destroy administrative security records and related documents utilizing approved destruction procedure/methods and maintain certificates of destruction for final close-out review. Retention of SAP information at the contractor facility is not generally authorized beyond contract close-out unless a follow on contract/task is anticipated. A written request for authorization for document retention must be forwarded to the Procurement Contracting Officer and the MDA SAP Central Office Security Manager for approval.

14. ISSUES/CONFLICT REPORTING.

a. Any questions regarding classification, access, or any other security related issue in regard to the SAP portion of this contract must be referred to MDNDOSP.

b. Any conflict between instructions contained in the NISPOM, the Overprint to the NISPOMSUP and this DD Form 254 must be reported to MDNDOSP by the most expedient and secure means.

Steven J Sampson

Steve Sampson
COR Signature Block

DEC 2 9 2006

Robert Leffler
SAP Security Policy
Missile Defense Agency

FOR OFFICIAL USE ONLY/ BMDS CONTROLLED UNCLASSIFIED INFORMATION SUPPLEMENT

1. Definitions.

a. Ballistic Missile Defense System Controlled Unclassified Information (BMDS CUI). MDA/BMDS Unclassified information associating specific technologies to components, sub-systems or systems revealing sensitive configurations of a sub-system or system; identification of out-year funding or redirection of funds to specific components or projects revealing a re-prioritization of program direction; or information revealing sensitive BMDS plans, intentions, or activities relating to BMDS operations or contingencies. Examples: 1) Unclassified information that, if not protected, could lead to revealing classified Critical Program Information. 2) Information that identifies the number of components intended to be configured that would make up the operational Field of View of an interceptor thus potentially leading to concluding the Instantaneous Field of View. 3) MDA/BMDS infrastructure information revealing the location of sensitive areas, the facility protective measures, information disclosing infrastructure or security operations, harm or damage to persons, systems, utilities, or facilities, that are not otherwise eligible for classification under Executive Order 12958, as amended. BMDS CUI meets the requirement of Controlled Unclassified Information, as defined below, requiring protection during dissemination.

b. Controlled Unclassified Information (CUI). Unclassified information which requires access and distribution limitations prior to appropriate coordination and an official determination by cognizant authority approving clearance of the information for release to one or more foreign governments or international organizations, or for official public release. It includes BMDS CUI or other information marked, or that is eligible for marking, as "For Official Use Only" (FOUO) in accordance with DoD 5400.7-R; technical information as discussed in DoD 5230.24 and 5230.25; information that is subject to export controls in accordance with the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR); sensitive information as defined in the Computer Security Act of 1987, or other qualifying information as identified in DoD 5200.1-R.

c. Designated BMDS CUI. Information identified within a Security Classification Guide to be protected as FOUO, identified by an MDA government official as requiring protective measures due to sensitivity even though unclassified, and/or required by statute to be protected from public disclosure.

d. Dual Citizenship. A dual citizen is a citizen of two nations. For the purposes of this document, an individual must have taken an action to obtain or retain dual citizenship. Citizenship gained as a result of birth to non-U.S. parents or by birth in a foreign country to U.S. parents thus entitling the individual to become a citizen of another nation does not meet the criteria of this document unless the individual has taken action to claim and to retain such citizenship.

e. For Official Use Only (FOUO). Information that may be withheld from public disclosure under one or more of the 9 exemptions of the Freedom of Information Act (FOIA) (See DODD 5400.7). FOUO is not a form of classification to protect U.S. national security interests.

f. National of the United States. A National of the United States is:

(1) A citizen of the United States, or,

(2) A person who, though not a citizen of the United States, owes permanent allegiance to the United States.

NOTE: 8 U.S.C. 1101(a) (22). 8 U.S.C. 1401, paragraphs (a) through (g) categories of persons born in and outside the United States or its possessions that may qualify as Nationals of the United States. This subsection should be consulted when doubt exists as to whether or not a person can qualify as a National of the United States (Contact the Office of the General Counsel for interpretation of Statues and Regulatory guidance).

g. Personal Information. Information about an individual that is intimate or private to the individual, as distinguished from information related to the individual's official functions or public life.

h. Privacy Act. The Privacy Act of 1974, as amended, 5 U.S.C. Section 552a.

i. U.S. Person. Any form of business enterprise or entity organized, chartered, or incorporated under the laws of the United States or its possessions and trust territories and any person who is a citizen or national (see National of the United States) of the United States, or permanent resident of the United States under the Immigration and Nationality Act.

2. General.

a. The FOIA requires U.S. Government offices to disclose to any requestor information resident in U.S. Government files unless the information falls under one of 9 exemption categories. BMDS CUI and other information may fall in this category.

b. BMDS CUI in the hands of contractors may not be released to the public by the contractor unless (a) the Contracting Officer's Representative (COR) concurs, (b) it has been reviewed by The Information Safeguards Branch, and (c) written approval has been provided by MDA/PA.

c. Access.

(1) Access to BMDS CUI must be limited to U.S. Citizens **(precludes access by individuals claiming dual citizenship without MDA/DOSS permission)** unless the access is authorized by MDA/DOSS or, in the case of technical data as defined by the ITAR, the access is covered by a Technical Assistance Agreement or other form of duly licensed export. This requirement does not apply to use of commercial off the shelf (COTS) equipment and services that do not have export limitations.

(2) Non-Sensitive Positions (ADP/IT-III positions). Non-sensitive positions associated with BMDS CUI are found at contractor facilities processing BMDS CUI on their (contractor's) unclassified computer systems. Personnel nominated to occupy ADP/IT-III designated positions (applies to any individual that may have access to BMDS CUI on the contractor's computer system) must have at least a National Agency Check (NAC) or contractor equivalent (company hiring practices reviewed and approved by MDA/DOSS). When "contractor equivalent" option is NOT authorized and there is no record of a valid investigation, the contractor shall forward the employee information (completed SF 85P, "Questionnaire for Positions of Public Trust," and two DD Forms 258 [Fingerprint Cards]), through the Contracting Officer's Representative, to: the Organizational Security Branch; ATTN: Personnel Security, 7100 Defense Pentagon, Washington, D.C. 20301-7100.

d. Impact of 9/11/01. Listings and locations of critical infrastructure, lists of individuals, information on security systems, and other information that may allow terrorists to target a facility have taken on greater significance. This type information is now protected as FOUO or, in many cases, is being classified.

3. Identification Markings.

a. An unclassified document containing BMDS CUI shall be marked "For Official Use Only" at the bottom of the page on the outside of the front cover (if any), on the first page, on each page containing FOUO information, on the back page and on the outside of the back cover (if any), centered at the bottom of the page. For convenience, all pages, even those that do not contain FOUO information, may be marked "For Official Use Only" in documents generated by an automated system.

b. Individual pages within a classified document that contain both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual **portions/paragraphs** containing FOUO information but no classified information shall be marked "FOUO." Individual pages containing FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page (unless all pages are being marked with the highest overall security classification level).

c. Certain classified material on this contract may be declassified by the Declassification Authority to UNCLASSIFIED. When classified material that is approved to be downgraded to UNCLASSIFIED is used, extracted, reissued, transmitted and/or updated, it must be reviewed by The Information Safeguards Branch and **MDA/PA** for public release, foreign disclosure or continued protection as For Official Use Only.

d. E-mails and other electronic files shall be marked in the same fashions as described for documents above, to the maximum extent possible.

4. Handling.

a. During any temporary sojourn of MDA Unclassified information **outside** of the contractor controlled work space (residence, telework facility, hotel), the material must be stored in a locked room, drawer, filing cabinet, briefcase, or other storage device, so that access to the material by unauthorized individuals **(i.e.,** family members, hotel staff, etc.) is prevented whenever untended by the contract employee.

(1) Long term task driven deadlines or the need to be able to perform official work while in an extended travel status on contract-driven business, require extended access to MDA Unclassified information outside of "official" work spaces. When that happens, employees may request written approval from their supervisors to possess, work on, and store MDA Unclassified information in **non-**contractor facilities for a period of not more than THIRTY CALENDAR DAYS.

(2) Requests for extended possession, use, and storage of MDA Unclassified information outside of "official" work spaces shall take the form of a Memorandum For Record (MFR) prepared by the employee which specifies the body of information to be removed by listing the: title or subject matter; Program, Project, or Task being supported; general volume and format of the information concerned; and projected date of return. Additionally, the MFR shall contain a signature block for the supervisor to sign and date when approval is granted.

(3) The availability of supervisory copies of **MFRs** as described in this section may be an inspection item during Security Program Reviews conducted by the **MDA/DOSS** staff.

(4) The affected employee shall keep the originally signed MFR in validation of authorization granted for the agreed term of use. The supervisor shall maintain a copy of the MFR with employee records for the same term.

(5) Requested extensions of supervisory authorization for employee possession, use, and storage of MDA Unclassified information outside of "official" work spaces may be granted in incremental blocks of 30 days each so long *as* the work-related requirement continues.

(6) All affected employees authorized to possess, use, and store MDA Unclassified information outside of "official" work spaces must return all MDA Unclassified information to contractor control upon "task" completion. When such a return has been completed, the supervisor shall annotate the date that all items were returned. The supervisor's copy shall be retained for a period of time, not to exceed one year.

b. The above excludes unclassified information of an administrative nature including necessary personnel recall rosters and official telephone lists which are needed by supervisors and employees to assure the physical security, safety, health, and general psychological well-being of the contractor work force.

5. Transmission/Dissemination/Reproduction.

a. Authorized contractors, consultants and grantees may transmit/disseminate BMDS CUI internally to each other and to DoD components and officials of DoD components who have a legitimate need for the information in connection with this contract. The following general guidelines apply:

(1) External electronic transmissions (voice, facsimile, and data) of specifically designated BMDS CUI shall be only over secure communications means approved for transmission of information when practical. Encryption of e-mail to satisfy this requirement shall only be accomplished by use of software containing a National Institute of Standards and Technology (NET)-approved security module and DoD-approved Public Key Infrastructure Certification available from: http://iase.disa.mil/pki/eca/iecavendors.html whenever possible. As an alternative, utilization of any FIPS 140-2 validated encryption (e.g., IPSec, SSL/TLS, S/MIME, or PGP) may be used. Non-secure communications means may transmit specifically designated BMDS CUI in rare instances (verbal approval must be followed up with a /Program Director/Contracting Officer's Representative (PD/COR) and/or the MDA Senior Management Official responsible for BMDS operational day-to-day activity.

(a) To transmit FOUO information to or from a Government computer, encryption should use a DoD-approved PKI certificate whenever possible.

(b) To transmit FOUO information between contractor computers, software with a NIST-approved security module and other-than-DoD PKI keys is acceptable.

(c) To transmit contractor information (competition sensitive, company proprietary, etc.) to a Government computer, the contractor is free to use whatever encryption they are comfortable with.

(2) BMDS CUI shall be transmitted over secure facsimile equipment. If not available, contractors shall use the following means of transmission when secure facsimile is not available:

(a) Hand-carry.
(b) U.S. Postal service.
(c) Overnight express mail services.

(3) BMDS CUI may be transmitted, processed, and stored internally on Automated Information Systems (AIS), electronic mail and other similar systems or networks 1) when distribution is to an

authorized recipient and 2) if the receiving system is protected by either physical isolation or a password protection system. Holders shall not use general, broadcast, or universal e-mail addresses to distribute BMDS CUI. Discretionary access control measures may be used to preclude access to BMDS CUI files by users who are authorized system users, but who are not authorized access to BMDS CUI. External transmission of BMDS CUI shall be secured using NIST-validated encryption. Contractors shall use the following means of transmission when authorized encryption is not available:

(a) Hand-carry.
(b) U.S. Postal service.
(c) Overnight express mail services.

(4) The World Wide Web shall be equated with "Public Access." Information must be reviewed by The Information Safeguards Branch and MDA/PA and officially approved for public release before placing on publicly-accessible Web pages or electronic bulletin boards.

(5) Do not mark shipping containers as containing BMDS CUI or FOUO.

(6) Reproduction of BMDS CUI may be accomplished on unclassified copiers or within designated government or contractor reproduction areas.

6. Storage. During working hours, BMDS CUI shall be stored in a manner that limits access by persons who do not have an official need for the information. During non-working hours and when internal building security is provided, BMDS CUI may be filed with other unclassified records in unlocked files or desks. When there is no internal building security, locked buildings or rooms provide adequate after-hours protection, or the material can be stored in locked receptacles such as cabinets, desks, or bookcases.

7. Disposition.

a. When no longer needed, BMDS CUI shall be disposed of in the same manner as classified waste, or in a manner that will preclude reconstruction. To use the "preclude reconstruction" option, the following minimum standard must be met:

(1) Cross-cut shredder with a maximum width of 1/4" and a maximum length of 1.5", or

(2) Strip shredder (or tearing/cutting) with a maximum width of 1/4".

b. Removal of the FOUO or BMDS CUI status can only be accomplished by the government originator. The MDA COR shall review and/or coordinate with proper authority the removal of FOUO or BMDS CUI status for information in support of contract activity.

8. Unauthorized Disclosure. The unauthorized disclosure of FOUO records does not constitute an unauthorized disclosure of DoD information classified for security purposes. Appropriate administrative action shall be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action shall be taken against those responsible. Unauthorized disclosure of FOUO information that is protected by the Privacy Act may also result in civil and criminal sanctions against responsible persons. The DoD Component that originated the FOUO information shall be informed of its unauthorized disclosure. Government and contractor organizations must inform the COR and MDA/DOSS of any unauthorized disclosures of BMDS CUI related to this contract.

AWARD/CONTRACT

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

RATING: DX-C9

PAGE 1 OF PAGES 25

2. CONTRACT (Proc. Inst. Ident.) NO.: 006-07-C-0007

3. EFFECTIVE DATE: 01 Feb 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: DE9AAH71329

5. ISSUED BY — CODE HQ0006

MISSILE DEFENSE AGENCY (MDA)
CONTRACTS DIRECTORATE
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

6. ADMINISTERED BY (If other than Item 5) — CODE S5111A

DCMA SOUTHERN VIRGINIA
190 BERNARD ROAD
BUILDING 117
FORT MONROE VA 23651

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

LUNA INNOVATIONS INC
2851 COMMERCE
BLACKSBURG VA 24060-6657

CODE 0P029 — 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 Section G

11. SHIP TO/MARK FOR — CODE

See Schedule

12. PAYMENT WILL BE MADE BY — CODE HQ0338

DFAS COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATIONS, PO
COLUMBUS OH 43218-2264

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 $300,000.00

16. TABLE OF CONTENTS

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 _____ 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
KELLY D. MABE / CONTRACTING OFFICER
TEL: 703-882-6151 EMAIL: kelly.mabe@mda.mil

NAME OF CONTRACTOR — 19C. DATE SIGNED

BY _____ (Signature of person authorized to sign)

20B. UNITED STATES OF AMERICA — 20C. DATE SIGNED 12-Feb-2007

BY _____ (Signature of Contracting Officer)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,822	Labor Hours		

RESEARCH AND DEVELOPMENT

CPFF

The Contractor shall perform research and development efforts and provide deliverables as specified in the Statement of Objectives (SOO) and Contract Data Requirements List (CDRLs).

FOB: Destination

ESTIMATED COST	$278,443.00
FIXED FEE	$21,557.00
TOTAL EST COST + FEE	$300,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00101					

INCREMENTAL FUNDING FOR CLIN 0001

CPFF

FOB: Destination

PURCHASE REQUEST NUMBER: DE9AAH71329

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

ACRN AA $300,000.00

CIN: DE9AAH713290001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP
	DATA AND REPORTS				
	CPFF				
	The Contractor shall provide the data deliverables in accordance with the Contract Data Requirements Lists, DD Form 1423-1.				
	FOB: Destination				

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

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the following:

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	$278,443
Fixed Fee:	$ 21,557
Estimated Cost-Plus-Fixed-Fee:	$300,000

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-Fee contract with a seven (7) month base period as specified in Section B and other related Sections, Attachments and Exhibits.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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. Technical 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. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, 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
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall 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."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, 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 D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

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

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List, DD Form 1423-1, Exhibit A.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-FEB-2007 TO 31-AUG-2007	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 01-FEB-2007 TO 31-AUG-2007	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

For Base Period:

a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for the SOW for a period of seven months after the effective date of the contract.

F-03 DELIVERY SCHEDULE OF TECHNICIAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List, DD Form 1423-1, Exhibit A.

ACCOUNTING AND APPROPRIATION DATA

AA: 9770400.2520 7 BM 2520 40603890C00 255Y S12135 MD7010305C1329 72H013
AMOUNT: $300,000.00
CIN DE9AAH713290001: $300,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of this contract:

(a) CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

(c) The Contracting Officer shall provide the following contractor information for the EDA POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC:	Michael E. Pruzan
E-Mail Address:	pruzanm@lunainnovations.com
Telephone No.:	540-769-8430

The point of contact on matters pertaining to contract audits is as follows:

Name:	Michael E. Pruzan
Title:	Director of Contracts
Telephone No.:	540-769-8430

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

Luna Innovations Incorporated

1703 South Jefferson Street, SW

Suite 400

Roanoke, VA 24016

G-04 PATENT INFORMATION (MAY 2005)

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, MDA/GC
7100 Defense Pentagon
Washington, DC 20301-7100

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

a. Requirement for Electronic Payment Requests by WAWF-RA

1. The Contractor shall submit all payment requests electronically in accordance with FAR Part 32. As prescribed in DFARS clause 252.232-7003, Electronic Submission of Payment Requests, contractors shall submit all

payment requests in electronic form unless the exception in the DFARS clause applies. Paper copies will no longer be processed for payment.

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at https://wawf.eb.mil using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

3. In accordance with Appendix F of the DFARS, at the time of each delivery of supplies or services under this contract, the contractor shall prepare and furnish to the Government the WAWF-RA electronic form in lieu of a paper copy Material Inspection and Receiving Report (MIRR), DD Form 250.

4. When requesting final payment, the Contractor must establish compliance with all terms of the contract by submitting a Final Receiving Report through WAWF-RA, or Letter of Transmittal, as applicable.

5. The WAWF Training Links are located on the Internet at https://wawf.eb.mil under "About WAWF".

6. Questions regarding the use of the system are to be directed to the WAWF Help Desk:

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

b. Submission of Invoices under Fixed Price Type Contracts

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

2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.

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

4. The contractor shall prepare either:

_____ a separate invoice for each activity designated to receive the supplies or services or
_____ a consolidated invoice covering all shipments delivered under an individual order.

5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.

6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

c. Submission of Vouchers under Time and Materials and Cost Type Contracts

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

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

3. When authorized by the DCAA in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

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

5. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001:	$300,000
Estimated funds exhaustion date:	31 August 2007

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

CLINs 0001 and 0002, may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.

G-08 PAYMENT OF FIXED FEE (ORDERING – LEVEL OF EFFORT) (MAY 2005)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7. The Contractor shall invoice the fee separately and submit such invoices to the MDA Contracting Officer's Representative (COR) for verification of the percentage of Direct Productive Labor Hours (DPLHs) performed for the billing period. Each invoice for fee shall contain a statement by

the Contractor as to the cumulative percentage of DPLHs performed and the cumulative percentage of fee invoiced. Each invoice for fee shall contain a statement by the Contractor as to the cumulative percentage of work performed and the cumulative percentage of fee invoiced. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the percentage of work performed. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the MDA COR) at the end of the billing period.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is [redacted] This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

H-06 INSURANCE (MAY 2005)

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

TYPES OF INSURANCE	MINIMUM AMOUNT
Workmen's Compensation and all occupational disease	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	$500,000 per occurrence
Automobile Liability (Comprehensive)	
Bodily Injury per person	$200,000
Bodily Injury per accident	$500,000
Property Damage per accident	$ 20,000

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

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

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

This provision does not prevent either party from taking any action to preserve its rights under the Contract Disputes Act or any other statute or regulation. Agreement to this provision is not a condition for award of this contract, nor will objections to this provision be considered in evaluation for award.

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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 "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials

may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.

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

c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR) when they are located at the MDA National Capital Region (NCR—address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Clearance Request.

(4) The COR will forward the Clearance Request with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/DC.

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) will notify the contractor of the agency's final decision regarding the status of the request.

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

(1) Seven (7) copies of each item.

(2) Written statement, including:
- (a) To whom the material is to be released
- (b) Desired date for public release
- (c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and
- (d) The contract number.

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

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

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

h. The MDA Director of Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC will not work with contractors who have not gone through their COR.

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

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/(2 letter code)
Attn: First name, Last name*
1301 Southgate Road
Arlington, VA 22202

* Insert name of COR or, if information is being forwarded by COR to MDA, insert the name of the Contracting Officer.

H-09 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (MAY 2005)

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

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

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

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

b. 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) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW)/Statement of Objectives (SOO), or other form of technical solutions, functions, requirements or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW/SOO or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW/SOO or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose; (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 one (1) year after such information is released or otherwise made available to the public, or (d) release such information.

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

c. Subcontracts: The Contractor shall include 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 conflicts 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 for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (if there is a potential conflict of interest; form shall be requested from the Procuring Contracting Officer).

(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 from 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 SOW/SOO or specification 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(s) or representation(s).

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses and additional costs, if any, will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

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

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

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. 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 clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

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, MDA/ACC
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

H-22 SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT (MAY 2005)

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

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted semi-annually and at contract completion to the Director, Small Business (SB), MDA. The report covers subcontract award data related to this contract/order.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually to the Director, SB, MDA. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector.

b. Please annotate the method by which you plan to provide your submission.

(1) ___ Electronic format through the following website: www.mdasmallbusiness.com

(2) ___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-3	Taxpayer Identification	OCT 1998
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
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	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights In Data-Special Works	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-1	Site Visit	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-14	Excusable Delays	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.252-3	Alterations in Solicitation	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-5	Authorized Deviations In Provisions	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2005
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.217-7003	Changes	DEC 1991
252.217-7012	Liability and Insurance	AUG 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7018	Notice Of Prohibition Of Certain Contracts With Foreign Entities For The Conduct Of Ballistic Missile Defense Research, Development, Test, and Evaluation	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial 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
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****

(LIST) ***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List	7	19-DEC-2006
Attachment 1	Statement of Work	3	26-JAN-2007
Attachment 2	DD 254	10	08-JAN-2007

Exhibit A
HQ0006-07-C-0007

CONTRACT DATA REQUIREMENTS LIST

FOR

Modular IR/Visible Sensor Electronics System

December 19, 2006

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List* (AMSDL), Apr. 1997

DoDD 5230.24, *Distribution Statements on Technical Documents,* Mar. 18, 1987

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List* (AMSDL), DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Objectives (SOO).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/DEP Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

DI Block	Entry	Definition
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry	Complete Mailing Address
COR	Missile Defense Agency ATTN: MDA/DEP Dr. Steve LeClair 7100 Defense Pentagon Washington, DC 20301-7100 Email: Steve.LeClair@mda.mil DODAAC: HQ0006
MDA/DACT	Missile Defense Agency ATTN: MDA/DACT Ms. Su Jin Chang 7100 Defense Pentagon

Washington, DC 20301-7100

Email: Su.Chang@mda.mil

DODAAC: HQ0006

DTIC

Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6218

Email For Unclassified-Unlimited Documents Only:
TR@dtic.mil

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.
Please DO NOT RETURN your form to either of these addresses. 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 TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Module IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Status Report	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-MGMT-80368	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/DEP

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
No	D	MTHLY	45 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A		N/A	20 DARP

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		LT	
15. TOTAL		2	

16. REMARKS

Contractor format as approved by the COR is acceptable.

Block 12: The first submission is due no later than 45 calendar days after contract initiation

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

ublic reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching xisting 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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.
Please DO NOT RETURN your form to either of these addresses. 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 TDP ____ TM ____ OTHER ____ XX
D. SYSTEM/ITEM Modular IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A002	Contract Funds Status Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
DI-MGMT-81468		MDA/DEP

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
No	D	MTHLY	See Block 16
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A		N/A	20 DARP

16. REMARKS

Contractor format as approved by the COR is acceptable

Block 12: The first submission is due twenty days after the first full month after contract initiation to include eporting period from the date of contract initiation.

Block 13: Subsequent submissions will be due no later than 20 calendar days after the reporting period.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		1	
15. TOTAL		2	

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. 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 TDP ___ TM ___ OTHER XX
D. SYSTEM/ITEM Modular IR/Visible Sensor Electronics System	E. CONTRACT/PR. NO HQ0006-07-C-0007	F. CONTRACTOR Luna Systems
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Technical Reports, Presentations, and Briefing Materials	3. SUBTITLE
4. AUTHORITY *(Data Acquisition Document No.)* DI-MISC-8058A	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/DEP

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION
No	D	AS REQUESTED	AS REQUESTED	
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION AS REQUESTED	

16. REMARKS

Contractor format as approved by the COR is acceptable.

Block 10, 12 and 13: Technical Reports, Presentations and Briefing Materials in accordance with the Statement of Work, and requested by the Contracting Officer's Representative on an as needed basis. Contractor briefing and report format is acceptable.

Blocks 12 and 13: Submission date will be no later than 20 days after request for data from the Contracting Officer's Representative.

Blocks 14 and 15: Delivery shall be by electronic means unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DEP word processing, spreadsheet, and database applications.

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
MDA/DEP - COR		1	
MDA/DACT		LT	
15. TOTAL		2	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Dr. Steve LeClair, MDA/DEP	December 19, 2006	W. H. Stieglitz, MDA Data Manager	December 19, 2006

Statement of Work
Modular IR/Visible Sensor Electronics System

1.0 TASK DESCRIPTION

The Contractor shall provide the engineering labor and material required to design, build and test portions of an IR/Visible sensor electronics subsystem for use in an interceptor kill vehicle optical tracking system. The Contractor shall support the Next Generation Sensor Producibility initiative by leveraging existing designs from the federally funded R&D Center at MIT-Lincoln Laboratory, such as the Missile Fly-Along Sensor Package (MFASP), to develop a modular sensor electronics subsystem for use in an end-to-end system demonstration scheduled in late 2007. The subsystem hardware used in the flight demonstration shall include new features that represent an incremental step towards a final subsystem configuration proposed in a SBIR Phase II effort.

Subtask 1. IR Interface Board Fabrication and Test – the Contractor shall procure all components, except the long lead items that will be ordered through a separate contract, necessary to fabricate at least five IR interface boards of *one design*. This board shall be capable of interfacing to *one of the two* IR sensors chosen for the flight demo. The Contractor shall perform limited environmental testing on the board to demonstrate operation and functionality for missile interceptor environments as defined for MFASP flights.

Subtask 2. Visible Interface Board With Associated Flex Circuit Fabrication and Test, Power Supply Design - The Contractor shall fabricate at least five visible interface boards and associated flex circuits required to connect the sensors to the boards. The Contractor shall perform limited environmental testing on the board to demonstrate operation and functionality for missile interceptor environments as defined for MFASP flights. The Contractor shall also perform all detailed design on circuitry required to provide power to the visible interface board.

Subtask 3. Compression / Encryption Board Design – The Contractor shall design the video multiplexing / demultiplexing, compression, encryption, built-in-test, and calibration portion of the compression / encryption board. This task shall *not* include the overall functional concept design, interface protocol, event trigger handling, and telemetry portions of the compression / encryption circuit board. The circuit board layout and a schematic of the entire board will also *not* be included in this task.

Subtask 4. Cable Assemblies – The Contractor shall identify and order all long lead items necessary for construction of the cable assemblies required to connect modules within the sensor electronics subsystem together. Given an overall concept design of the cable assemblies, the Contractor shall create detailed schematic drawings of all necessary cable assemblies.

Subtask 5. Program Management –The Contractor shall designate a Program Manager for this task who shall be responsible for the efficient management of all related efforts in this effort. The Program Manager's responsibilities shall include cost tracking, progress monitoring, planning, quality assurance, interfacing with the Government, document management, and reporting. The contractor shall conduct Technical Interchange Meetings and Program Management Reviews as required. The contractor shall furnish deliverable contract data required by this contract in accordance with the Contract Data Requirements List (CDRL) as specified below.

2.0 RELATIONSHIPS WITH OTHER ORGANIZATIONS

In the performance of this contract, it will be necessary for the contractor to visit Government facilities to discuss aspects of the work performed under this contract. Such visits will be coordinated with the COR.

Communications may additionally be necessary with other Government support contractors, academic institutions, and research laboratories to discuss aspects of the work performed under this contract. The necessity for such communication shall be coordinated with the COR.

3.0 PERIOD OF PERFORMANCE

Services to be performed hereunder shall be performed and completed from award of contract through seven months.

4.0 TRAVEL

The contractor shall take into consideration travel to Raytheon Missile Systems, Tucson, AZ and other MDA facilities within the Washington, DC area to attend meetings, program reviews, technical interchanges, and on-site integration and test facilities in support of this research, engineering, test and evaluation effort.

5.0 DELIVERABLES

Deliverables under this contract include:

- four IR interface boards, one of which could be a brassboard
- four visible interface boards, one of which could be a brassboard, and associated flextapes

- technical and administrative reports and plans in accordance with the below Contract Data Requirements List deliverables.

CDRL#	TITLE	DUE
A001	Status Reports	Monthly, 20 calendar days after the reporting period
A002	Contract Funds Status Report	Monthly, 20 calendar days after the reporting period
A003	Presentation/Briefing Materials	Design Review, 60 days after contract award
A003	Technical Reports	Modular Sensor Electronics Test Report