

CUSTOMER CONTRACT REQUIREMENTS
GMD Core Completion Contract
CUSTOMER CONTRACT HQ0147-09-C-0008

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006). This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (excluding subparagraph (c)(1)) (Jul 1995) . Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$100,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997) . This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997) . This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007) . This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2007) . This clause applies only if this contract exceeds

\$100,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (Dec 2007) . This clause applies only if this contract is in excess of \$5,000,000, has a period of performance of more than 120 days, and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.203-14 Display of Hotline Poster(s) (Dec 2007) . This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.204-2 Security Requirements (Aug 1996) . Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007) . This clause applies only if performance under this contract requires Seller to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system..

52.208-8 Required Sources for Helium and Helium Helium Usage Data (Apr 2002). This clause only applies if helium is required.

52.211-5 Material Requirements (Oct 1997) . Any proposal will be submitted to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (Sep 1990) . This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (Jun 1999) . This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types: (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-10 Price Reduction For Defective Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR

15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-12 Subcontractor Cost or Pricing Data (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (b) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "The Boeing Company or any of its wholly owned subsidiaries."

52.215-14 Integrity of Unit Prices (excluding subparagraph (b)) (Oct 1997) . This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-15 Pension Adjustments and Asset Reversions (Oct 2004) . This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-19 Notification of Ownership Changes (Oct 1997) . This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (Oct 1997) . This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.219-8 Utilization of Small Business Concerns (May 2004) .

52.219-9 Small Business Subcontracting Plan (Nov 2007) . In paragraph (c), "Contracting Officer" shall mean Buyer. This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern.

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 2005) . Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-20 Walsh-Healy Public Contracts Act (Dec 1996) . This clause applies only if this contract exceeds \$10,000.

- 52.222-21 Prohibition of Segregated Facilities** (Feb 1999) .
- 52.222-26 Equal Opportunity** (Mar 2007) .
- 52.222-36 Affirmative Action for Workers With Disabilities** (Jun 1998) .
This clause applies only if this contract exceeds \$ 10,000.
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans** (Sep 2006) . This clause applies only if this contract exceeds \$100,000.
- 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees** (Dec 2004) . This clause applies only if this contract exceeds \$100,000.
- 52.222-41 Service Contract Act of 1965** (Nov 2007) . This clause applies only if this contract is subject to the Act.
- 52.222-50 Combating Trafficking in Persons** (Aug 2007) . In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer..
- 52.223-3 Hazardous Material Identification and Material Safety Data** (Jan 1997) . This clause applies only if Seller delivers hazardous material under this contract.
- 52.223-11 Ozone Depleting Substances** (May 2001) . .
- 52.227-1 Authorization and Consent** (Dec 2007) .
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement** (Dec 2007) . A copy of each notice sent to the Government will be sent to Buyer.
- 52.227-10 Filing of Patent Applications - Classified Subject Matter** (Dec 2007) .
- 52.228-3 Workers' Compensation Insurance (Defense Base Act)** (Apr 1984) .
- 52.228-4 Worker's Compensation and War-Hazard Insurance Overseas** (Apr 1984) .
- 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts** (Mar 1990) .

52.230-6 Administration of Cost Accounting Standards (Mar 2008) . Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, or H004 is included in this contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (Dec 1994) .

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) . This clause applies only if work will be performed on a Government installation. "Contracting Officer" shall mean Buyer.

52.242-15 Stop Work Order (Aug 1989) . Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.244-5 Competition in Subcontracting (Dec 1996) .

52.244-6 Subcontracts for Commercial Items (Mar 2007) .

52.245-1 Government Property (Jun 2007) . This clause applies only if Government property is acquired or furnished for contract performance.

52.247-63 Preference for U.S.-Flag Air Carriers (Jun 2003) . This clause only applies if this contract involves international air transportation.

2. DoD FAR Supplement Clauses. DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (excluding paragraph (g)) (Dec 2004) . This clause applies only if this contract exceeds \$100,000 and does not apply to the purchase of commercial items or commercial components. "Contractor" and "contract" are not changed in paragraphs (a) and (b). In paragraph (e), "Government" shall mean Government or Buyer. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer". Paragraph (g) is deleted and "Contracting Officer" shall mean Contracting Officer.

252.204-7000 Disclosure of Information (Dec 1991) . Seller will submit requests for authorization to release through Buyer.

252.211-7000 Acquisition Streamlining (Dec 1991) . This clause applies only if this contract exceeds \$1 million.

252.211-7003 Item Identification and Valuation (Aug 2008) . Seller shall comply with the unique item identification requirements of this clause for those subassemblies, components, and parts specified elsewhere in this contract. Such identification and marking shall be a high-capacity 2D machine readable code to comply with the version of MIL-STD-130, Identification Marking of U.S. Military Property, set forth elsewhere in this contract; or if not so stated, then the Seller shall comply with MIL-STD-130 N. The code may include, as space is available, linear bar code and human readable characters. Unless otherwise specified in Boeing product drawings or specifications, the seller may use either Construct #1 or Construct #2. The Seller shall not be required to furnish item valuations as set forth in this clause.

252.215-7000 Pricing Adjustments (Dec 1991) . This clause applies only if this contract exceeds \$650,000.

252.215-7003 Excessive Pass - Through Charges - Identification of Subcontract Effort (Apr 2007) . The term "subcontractor" means Seller's subcontractors.

252.215-7004 Excessive Pass-Through Charges (May 2008). This clause applies unless this contract is (1) a firm-fixed-price contract awarded on the basis of adequate price competition; (2) a fixed-price contract with economic price adjustment awarded on the basis of adequate price competition; (3) a firm-fixed-price contract for the acquisition of a commercial item, or (4) a fixed-price contract with economic price adjustment for the acquisition of a commercial item. In paragraph (a), "Contractor" retains its original meaning. In paragraph (b), "Government" and "Contracting Officer" mean Buyer. In paragraph (c) "Contracting Officer" means Buyer. In subparagraph (c)(2), "the proposal" means Seller's proposal. In paragraph (d), "Government" and "Contracting Officer" mean Buyer. In paragraph (e), "Contracting Officer" retains its original meaning.

252.222-7000 Restrictions on Employment of Personnel (Mar 2000) .

252.223-7001 Hazard Warning Labels (Dec 1991) . This clause applies only if Seller delivers hazardous material under this contract.

252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994) . This clause applies only if this contract involves ammunition or explosives. "Government" means Government or Buyer in paragraph (b)(2), each time it appears in (e), (f)(1), (f)(2), the first time it appears in (g)(1)(i), and in (g)(3). "Government" means Buyer in paragraphs (c)(3), (c)(4), (c)(5), and the second time it appears in (g)(1)(i). "Contracting Officer" means Contracting Officer and Buyer in paragraph (g)(4). "Contracting Officer" means Buyer in paragraphs (c)(1), (c)(2), (c)(3), (c)(4), (c)(5), and each time it appears in (d).

252.223-7003 Change in Place of Performance - Ammunition and Explosives (Dec 1991) . This clause applies only if DFARS 252.223-7002 is applicable to this contract. The term "Contracting Officer" means Buyer.

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) - Alternate I (NOV 1995) (Nov 1995) - **Alternate Alt I** . This clause applies to this contract if it requires, may require, or permits Seller to treat or dispose of non-DoD-owned toxic or hazardous materials as defined in this clause.

252.225-7001 Buy American Act and Balance of Payment Program. (Jun 2005) .

252.225-7002 Qualifying Country Sources as Subcontractors (Apr 2003) .

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award (May 2007) . The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (May 2007) . This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.225-7012 Preference for Certain Domestic Commodities (Jan 2007) .

252.225-7013 Duty-Free Entry (Oct 2006) . This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (Mar 2006). This clause does not apply to the purchase of commercial items other than ball or roller bearings or to items which contain no ball or roller bearings.

252.225-7040 Contractor Personnel Supporting a Force Deployed Outside the United States (Jun 2006) .

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States (Mar 2006) . This clause applies only if this contract requires Seller to perform or travel outside the United States and Seller is not (i) a

foreign government, (ii) a representative of a foreign government, or (iii) a foreign corporation wholly owned by a foreign government..

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep 2004) . This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights in Technical Data - Noncommercial Items (Nov 1995) . This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Jun 1995) . This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995) .

252.227-7019 Validation of Asserted Restrictions - Computer Software (Jun 1995) . This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7026 Deferred Delivery of Technical Data or Computer Software (Apr 1988) . This clause applies only if the delivery of data is required or if computer software may be originated, developed or delivered under this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (Apr 1988) . This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data - Withholding of Payment (Mar 2000) . In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) . This clause applies only if the delivery of data is required by this contract.

252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Dec 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

252.231-7000 Supplemental Cost Principles (Dec 1991) .

252.234-7001 Earned Value Management System (Mar 1998) . This clause is applicable only if this contract states that the Earned Value Management System criteria applies to Seller.

252.235-7003 Frequency Authorization (Dec 1991) . This clause applies only if this contract requires the development, production, construction, testing, or operation of a device for which a radio frequency authorization is required.

252.239-7000 Protection Against Compromising Emanations (Jun 2004) . This clause applies only if computer equipment or systems that will be used to process classified information will be delivered under this contract.

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Jan 2007) .

252.246-7003 Notification of Potential Safety Issues (Jan 2007) . This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (May 2002) - **Alternate 1** (Mar 2000) .

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) . Contracting Officer and, in the first sentence of paragraph (a), Contractor mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

252.249-7002 Notification of Anticipated Contract Terminations or Reduction (Dec 2006) . This clause applies only if this contract is \$550,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of the referenced clause.

252.251-7000 Ordering From Government Supply Sources (Nov 2004).

This clause applies only if Seller is notified by Buyer that Seller is authorized to purchase from Government supply sources in the performance of this contract.

3. Commercial Items. If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.219-8 Utilization of Small Business Concerns (May 2004). This clause applies only if this contract offers further subcontracting opportunities. If this contract exceeds \$550,000 (\$1,000,000 for construction of any public facility) and Seller is not a small business concern, Seller must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-26 Equal Opportunity (Mar 2007) .

52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) . This clause applies only if this contract exceeds \$100,000.

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) . This clause applies only if this contract exceeds \$100,000.

252.246-7003 Notification of Potential Safety Issues (Jan 2007). This clause applies only if this subcontract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies and parts integral to a system. The notification required by paragraph (c) of this clause will be provided to Buyer and to the administrative contracting officer (ACO) and the procuring contracting officer (PCO) if Seller is aware of the ACO and PCO for the prime contract.

252.247-7023 Transportation of Supplies by Sea (May 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) . "Contracting Officer" and, in the first sentence of paragraph (a), "Contractor" mean Buyer. This clause applies only if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or

distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

4. Cost Accounting Standards.

(1) (Applicable if this contract incorporates clause H001). The version of FAR 52.230-2, Cost Accounting Standards, incorporated by clause H001 is the version dated April 1998..

(2) (Applicable if this contract incorporates clause H002). The version of FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, incorporated by clause H002 is the version dated April 1998. .

(3) (Applicable if this contract incorporates clause H004). The version of FAR 52.230-5, Cost Accounting Standards - Educational Institution, incorporated by clause H004 is the version dated April 1998..

5. The following prime contract special provisions apply to this purchase order:

Special Provisions for HQ0147-09-C-0008:

A. INSURANCE

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

TYPES OF INSURANCE AMOUNT	MINIMUM
Workmen's Compensation and all occupational disease law	As required by State law
For U.S. Performance	\$100,000 per accident
General Liability (Comprehensive) Bodily Injury occurrence	\$500,000 per
Automobile Liability (Comprehensive) Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000

Property Damage per accident \$ 20,000

Defense Base Act Workmen's Compensation As required by FAR 52.228-3

For Performance Outside the U.S.

B. PUBLIC RELEASE OF INFORMATION

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

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

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

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

5. The MDA COR will notify the contractor of the agency's final decision regarding the status of the request.

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

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

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

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

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

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

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

C. ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

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

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

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

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

unless such information is released or otherwise made available to the public, (c) use such information in an unsolicited proposal to the Government, unless such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government. The inadvertent disclosure of non-public information by the government to the Contractor shall not preclude the contractor from competing for future work; provided the Contractor promptly notifies the Government of the inadvertent disclosure, takes reasonable steps to return or destroy and prevent dissemination of such information and agrees not to use such information for any purpose, unless such information is released or otherwise made available to the public.

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

C. Subcontracts: The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for one (1) year thereafter. When the provisions of this clause are included in a subcontract, the term "GMD CCC Contracting Officer" shall represent the Contractor's Supplier Management designee. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government GMD CCC Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the OCI Clause restrictions outlined above.

D. Disclosures: If the Contractor discovers an actual or potential organizational conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall be made on the OCI Analysis/Disclosure Form provided at Attachment xx to the contract, and shall

include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

E. Remedies and Waiver:

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

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

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

D. CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS

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

The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area

Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

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

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

C. INDIAN INCENTIVE

This contract contains the FAR clause 52.226-1, Utilization of Indian Organizations and Indian-Owned Economic Enterprises and DFARs clause 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns.

As the prime contractor, you may request an adjustment to the contract for subcontractor awards to any eligible Indian Organizations, Indian-owned economic enterprise, or Native Hawaiian small business concerns listed at www.asq.osd.mil/osbp/programs/iip/participate.index.htm

To request a payment you must submit to the Contracting Officer the following:

1. Copies of certification of 51% ownership from all eligible subcontractors and copies of certification of tribal, Native Alaskan, or Native Hawaiian enrollment from all eligible subcontractors or completed a self certification form found at: http://www.acq.osd.mil/osbp/programs/iip/participate/IIP_SELF_CERT_FORM.doc
<http://www.acq.osd.mil/osbp/programs/iip/participate/index.htm>
2. Copies of all eligible subcontractors' invoice receipts. The prime must supply an invoice summary sheet, which lists invoices by number and explains the 5% rebate amount.

3. Request letter that: states subcontractor's status as an Indian, Native Alaskan, or Native Hawaiian-owned enterprise; and cites DFAR Clause 252.226-7001.

Funding for this rebate is provided by the DoD Office of Small Business Program (OSBP) when authorized in the Defense Appropriation Act. The GMD program office is not responsible for paying this incentive. Therefore upon receipt of the above request, the Contracting Officer will review the package for completeness and forward the request to the OSBP. There may be an extensive delay between the request submittal and payment of the incentive.

Upon receipt of the funds by the contracting officer, a modification will issued adding the funds for payment of the above request against the appropriate CLIN.

D. INSERTION OF LIMITED OR RESTRICTED RIGHTS INTO THE GMD PROGRAM

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

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

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

- a. The Contractor shall assist MDA GMD JPO by ensuring development and production of the GMD Element complies with NEPA (42 U.S.C. 4321-4370d), implementing regulations (40 C.F.R 1500-1508), and executive orders, (such as E.O. 12114, Environmental Effects Abroad of Major Federal Actions, and E.O. 11514, Protection and Enhancement of Environmental Quality).
- b. The Contractor shall assist MDA GMD JPO by ensuring development and production of the GMD Element complies with the PPA (42 U.S.C. 13106), Section 312 (Emergency Planning and Response) and Section 313 (Toxic Release Inventory) of the Emergency Planning and Community Right to Know Act of 1986, implementing regulations (40 C.F.R. 355 and 372.65); Executive Order 12856 (Federal Compliance With Right-to-Know Laws and Pollution Prevention Requirements); and National Aerospace Standard (NAS) 411, Hazardous Materials Management Program requirements.
- c. The Contractor shall assist MDA GMD JPO by ensuring development, production, construction, and operation of the GMD Element complies with E.O. 13423. All new construction and renovations must conform to the January 2006 High Performance Buildings Memorandum of Understanding (MOU) and incorporate sustainable strategies, resource conservation, site, and indoor environmental quality considerations (including metering and procurement of “green” products).
- d. The Contractor shall provide input to the ESH evaluation as directed by the GMD Program Office and MDA’s Environmental Management Office to assist the Government with complying with DoD 5000.2, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) acquisition programs.
- e. The Contractor shall support and assist the Government’s compliance with NEPA, PPA, E.O. 13423, and ESH Program Protection by providing environmental professionals to: participate in Integrated Product Teams (IPTs); support MDA’s geographic site process; provide information, system related documents, and technical assistance to the Government’s environmental personnel and its associated contractors for addressing overall environmental compliance (and reporting), hazardous materials and/or hazardous waste, pollution prevention, and any type or level of issue dealing with the National Environmental Policy Act, but not limited to; review draft documents; and, provide written comments as requested by the Government.

f. The Contractor and subcontractors shall maintain accurate accident and injury/illness records for the GMD Element. For contractor or subcontractor work performed on Government installations, the Contractor shall notify DoD installation Commander, or designee, immediately (flash notification via telephone and/or email) of all accidents, injuries, environmental illnesses, or other issues regarding compliance with environmental regulations or policies. The Contractor and subcontractor shall report environmental releases and/or incidents (including violations) to the host installation and MDA's Environmental Management Office.

(1) The Contractor shall conduct accident investigations and provide documentation to the host installation and MDA's Quality and Safety Office, which will be provided by the Procuring Contracting Officer upon request.

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

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

F. SAFETY ACT

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

G. TRAVEL

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

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

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

H. BASE SUPPORT

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

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

The Contractor expressly recognizes that the Government is not contractually required to provide base support except to the extent approved under the above procedures. The parties recognize that the base support customarily provided to Government contractors at the installations identified in Section J may vary depending on the current capabilities of the Government installation. Deviations from the list of requested base support shall not be grounds for modifying this contract.

For contractor or subcontractor work performed on Government installations, the Contractor shall comply with all applicable DoD, Federal, State, local and host

installation regulations and requirements relating to the safety and health of contractor/subcontractor employees and the host installation.

I. PROGRAM SYNCHRONIZATION / ASSOCIATE CONTRACTOR AGREEMENTS (ACAs)

The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which are under separate development by multiple contractors. MDA intends to use the concept of End-to-End (EtE) performance to serve as the organizing principle that will align and synchronize these otherwise independent efforts to achieve the desired operational BMDS. Synchronization is defined as the logical alignment of all management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces. The Government will coordinate requirements to be incorporated into each contract, either as part of Requests for Proposal (RFP) for new contracts or per the “Changes” clause in respective contracts, with the affected contractors to ensure that, when incorporated, the work to be done by each contractor has been described in a manner to enable successful integration of other Elements with the GMD Element. The Government will include the agreed upon requirements in the Statement of Work (Attachment 1) of this contract and other Element contractors. The work to be performed by Associate Contractors will include interface support associated with the integration of the requirements of this contract into the BMDS and support to key Missile Defense Agency (MDA) BMDS program reviews. In addition, the Contractor shall support Technical Interface/Integration Meetings (TIMs) with other BMDS Contractors and other Government agencies in pursuit of these program synchronization objectives.

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

When associate contracts have been modified as described in paragraph (a.) of this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

Company Name	Contract # and Description	ACA Purpose
Raytheon	HQ0006-08-D-0003 XBR Operations & Maintenance	Maintain configuration & vessel management & adherence to schedule, safety, development & operations on the SBX-1.
Dynetics	HQ0006-06-F-0006	Accreditation and

	Certification and Accreditation (C&A)	Certification for GMD activities for mission and test communications
Boeing	HQ0006-02-9-0001 National Team Systems Engineering (NTS)	Facilitate the BMDS Build D architecture, development and integration
Lockheed Martin	HQ0006-02-9-0002 National Team Command, Control Battle Management and Communications (NTB)	Facilitate development, testing and integration of unifying Missile Defense functions (UMDF)
Boeing	HQ0147-07-D-0001 European Missile Field Construction (EIS)	Interfaces with GMD element
Raytheon	HQ0147-08-D-0001 European Mid-Course Radar (EMR)	Integrate and verify interfaces European Mid-Course Radar
Raytheon	HQ0006-03-C-0047 AN/TPY-2 Radar	THAAD Radar
Raytheon	HQ0006-06-C-0047 Thule UEWR	Interface with GMD element
Raytheon Technical Service Co.	FA2521-06-C-8006 AFTAC CLS (CDU Sustainment)	Interface with GMD element
ITT Corporation	F19628-02-C-0010 EWR/UEWR Sustainment	Interface with GMD element

The Contractor shall negotiate and enter into appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other BMD contractors as necessary to implement the exchanges of information described above and protect proprietary information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and all amendments to ACAs shall be provided to the Contracting Officer and identified on Attachment xx so that the Government can document the flow on information.

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

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

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

The Government needs to include the requirements it wants contractors to perform in their respective contracts to achieve the types of working relationships expected to have other Elements integrated with the GMD Element. Experience on the SBX Operations and Sustainment effort tells us how important it is to include requirements in both Boeing's contract and the associate contract. Boeing recommends including as many of the associate contracts as possible in this clause prior to pricing the proposal to minimize the amount of change once this contract is definitized.

J. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

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

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

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

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

K. GOVERNMENT DIRECTION

Government personnel, Government SETA contractors and Federally Funded Research and Development Companies (FFRDCs) personnel will frequently be present at IPT meetings and contractor facilities. The Government IPT members, their SETA support and FFRDCs may communicate with the Contractor on technical issues; review designs/documents/work products; and provide clarification, opinion and advice on contract requirements. The Contractor shall not construe advice, opinions, reviews and clarifications from the Government IPT members, their SETA support or FFRDCs as changes to the terms and conditions of the contract. A Procuring Contracting Officer (PCO) is the only individual authorized to change the terms and conditions of the contract.

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

(a) Definition.

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

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

NOMENCLATURE		NATIONAL STOCK		SENSITIVITY	
		NUMBER		CATEGORY	

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

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

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

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

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

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

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

(End of clause)

M. 252.225-7014 Alt I - Preference for Domestic Specialty Metals (DEVIATION 2008-O0002)

(a) Definitions. As used in this clause -

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

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

(3) “Commercially available off-the-shelf item” –

(i) Means any item of supply that is -

(A) A commercial item;

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

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

- (ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App 1702), such as agricultural products and petroleum products.
- (4) “Component” means any item supplied to the Government as part of an end item or of another component.
- (5) “Electronic component” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors, inductors, capacitors, diodes, switches, transistors, or integrated circuits.
- (6) “End item” means the final production product when assembled or completed, and ready for issue, delivery, or deployment.
- (7) “Produce” means the application of forces or processes to a specialty metal to create desired physical properties through quenching or tempering of steel plate, or gas atomization or sputtering of titanium.
- (8) “Qualifying country” means any country listed in subsection 225.872-1(a) or (b) of the Defense Federal Acquisition Regulation Supplement (DFARS).
- (9) “Required form” means in the form of mill product, such as bar, billet, wire, slab, plate or sheet, and in the grade appropriate for the production of -
 - (i) A finished end item delivered to the Department of Defense; or
 - (ii) A finished component assembled into an end item delivered to the Department of Defense.
- (10) “Specialty metal” means -
 - (i) Steel -
 - (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon; 0.60 percent; or copper, 0.60 percent; or
 - (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
 - (ii) Metal alloys consisting of -
 - (A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

- (B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
 - (iii) Titanium and titanium alloys; or
 - (iv) Zirconium and zirconium alloys.
- (11) “Subsystem” means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
- (b) Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, except for -
- (1) Electronic components;
 - (2) (i) Commercially available off-the-shelf (COTS) items; other than -
 - (A) COTS fasteners, unless such fasteners are incorporated into COTS end items, subsystems, assemblies, or components.
 - (B) Forgings or castings of specialty metals, unless such forgings or castings are incorporated into COTS end items, subsystems, or assemblies.
 - (C) Commercially available high performance magnets, unless such high performance magnets are incorporated into COTS end items or subsystems
 - (ii) A COTS item is considered to be “offered without modification” as long as it is not modified prior to contractual acceptance by the next higher tier in the supply chain.
 - (A) Specialty metals contained in a COTS item that was accepted without modification by the next higher tier are excepted and remain excepted even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).
 - (B) For specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, the added specialty metals are subject to the restrictions (e.g., a special reinforced handle made of specialty metal that is added to a COTS item).

- (C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restrictions (e.g., a COTS aircraft is outfitted with a COTS engine, but not the COTS engine normally provided with that aircraft.)
 - (D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the specialty metals restrictions. (e.g., An aircraft is normally sold to the public with an option for several different radios. DoD requests a military-unique radio. The aircraft is still a COTS item, but the military-unique radio is not a COTS item, and must comply with the specialty metals restrictions, unless another exception applies.)
- (3) Fasteners that are commercial items that are purchased under a contract or subcontract with a manufacturer of such fasteners, if the manufacturer has certified that it will purchase, during the relevant calendar year, an amount of domestically melted specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50% of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.
 - (4) Items manufactured in a qualifying country:
 - (5) Items for which the Government has determined in accordance with 225.700x-3 of Class Deviation 2008-O0002 that specialty metal melted or produced in the United States cannot be acquired as and when needed in -
 - (i) A satisfactory quality;
 - (ii) A sufficient quality; and
 - (iii) The required form.
 - (6) Specialty metals, other than specialty metals in high performance magnets, that do not meet any of the exceptions in paragraphs (b)(1) through (5) of this clause, if the total weight of specialty metals does not exceed 2 percent of the total weight of specialty metals in the item, as estimated in good faith by the Contractor.
- (c) (1) *Streamlined compliance for commercial derivative military articles.* As an

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

- (i) This is an acquisition of commercial derivative military articles, and
 - (ii) The Contractor has certified in its offer in accordance with paragraph (c)(2) of this clause.
- (2) *Certification for streamlined compliance for commercial derivative military articles (to be submitted with offer when applicable).* The offeror certifies _____ does not certify _____ that prior to award it will have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of -
- (i) An amount equivalent to 120% of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract);
 - or
 - (ii) An amount equivalent to 50% of the amount of specialty metal that is purchased by the contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.
- (3) For the purposes of the certification in paragraph (c)(2) of this clause, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes the specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military article.
- (d) Unless the Contractor has certified in accordance with paragraph (c), the Contractor shall insert the substance of this clause, excluding paragraph (c) but including this paragraph (d), in all subcontracts for articles containing specialty metals.

(a) If the offeror submits a proposal in the amount of \$50,000,000 or more--

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

(i) The plan shall--

(A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(B) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(C) Describe the management system and its application in terms of the EVMS guidelines;

(D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(iii) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

(b) If the offeror submits a proposal in an amount less than \$50,000,000--

(1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include--

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and

(ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

(End of provision)

N. 252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this

contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (a) of this clause.

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the re-baselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

**O. 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL
MAR 2000)**

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in **ALASKA**, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

P. 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. HQ0006-09-C-0008.

(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.

Q. COMINGLING AND REALLOCATION OF GMD ASSETS

a. This special Contract Requirement (SCR) is applicable to MDA/GMD Contract HQ0006-01-C-0001, Ground-based Midcourse Defense (GMD) System; Contract HQ0147-09-C-0007, GMD Weapon System PBL/Operations and Sustainment; and Contract HQ0147-09-C-0008 CCC Development (if awarded).

b. Definitions pertinent to this provision are as follows:

(1) Like Assets: Items having the same or interchangeable part numbers; identified by engineering drawings and configuration management requirements as physically and functionally interchangeable to meet all design specification requirements of all uses for which the items are approved.

(2) Comingling: Intermixing of like assets.

(3) Reallocation: The transfer of assets (parts or material) between contracts.

(4) Physical Transfer: The actual movement of a piece of hardware (an asset) from use on one contract to another contract.

(5) Accountability Transfer: A formal documented change to custodial, individual or stock records to reflect the physical transfer of assets from one contract to another.

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

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

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

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

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

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