

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-A7	PAGE of PAGES 1 35
2. CONTRACT (PROC. INST. IDENT.) NO. F19628-03-C-0014		3. EFFECTIVE DATE	4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G	
5. ISSUED BY ESC/MAK ELECTRONIC SYSTEMS CENTER AIR FORCE MATERIEL COMMAND, USAF HANSCOM AFB, MA 01731 CHRIS S. GERFEN 781-377-4235 chris.gerfen@hanscom.af.mil		CODE FA8708	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S1221A DCMA NORTHROP GRUMMAN MELBOURNE 2000 WEST NASA BLVD P O BOX 9650 MELBOURNE FL 32902-9650 SCD: C PAS: (NONE)	
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) NORTHROP GRUMMAN SYSTEMS CORPORATION INTEGRATED SYSTEMS 2000 W NASA BLVD MELBOURNE FL 32902-9650 (321) 951-5473		<div style="border: 2px solid black; padding: 5px; text-align: center;"> MAILING DATE MAY 14 2003 </div>		8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)
CAGE CODE 70974				9. DISCOUNT FOR PROMPT PAYMENT N
11. SHIP TO / MARK FOR See Section F		12. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPER P O BOX 182264 COLUMBUS OH 43218-2264 EFT: T	10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA See Section G		
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
				15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT				NTE \$180,200,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> 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 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. <input type="checkbox"/> 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 set forth in full above, is hereby accepted as to 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) JOHN F BREITFELLER - VICE PRESIDENT AND CFO - AGS & BMS		20A. NAME OF CONTRACTING OFFICER JOSEPH A. ZIMMERMAN	
19B. Name of Contractor Northrop Grumman Systems Corporation Integrated Systems Airborne Ground Surveillance & Battle Mngmt Systems	19C. Date Signed May 12, 2003	20B. United States of America	20C. Date Signed 03 May 13
by  (signature of person authorized to sign)		by  (signature of Contracting Officer)	

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Each	\$180,200,000.00 NTE \$180,200,000.00
	<p><i>Noun:</i> WSI-PRE SDD</p> <p><i>ACRN:</i> 9</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>A. The contractor shall accomplish task objectives as set forth in the Statement of Objectives and as set forth in the Integrated Master Plan.</p> <p>B. The not-to-exceed (NTE) price for this CLIN is \$180,200,000.00.</p> <p>C. This CLIN is incrementally funded. Total funds obligated for this CLIN are \$54,000,000.00</p>		
000101			
	<p><i>Noun:</i> Funding Info Only</p> <p><i>ACRN:</i> AA \$54,000,000.00</p> <p><i>Descriptive Data:</i></p> <p>A. Breakout for funding/payment purposes. See Section G for payment instructions.</p> <p>B. Total funds provided under this SubCLIN: \$54,000,000.00.</p>		
0002			
	<p><i>Noun:</i> DATA FOR CLIN 0001</p> <p><i>Exhibit:</i> —</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Descriptive Data:</i></p> <p>A. Provide data associated with MC2A WSI PRE-SDD, CLIN 0001.</p> <p>B. This CLIN is NSP.</p>		
0003			
	<p><i>Noun:</i> WORK REQUESTS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>DD1423 is Exhibit:</i> A</p> <p><i>Descriptive Data:</i></p> <p>Work Requests in accordance with Special Contract Requirements Clause ESC-H908, "Work Requests (Oct 2002)."</p> <p>The Government may order additional work as set forth below: maintenance, repair, or overhaul of Government Property.</p>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0004		1 Each	U U
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Noun: STUDIES/OTHER EFFORTS/MISCELLANEOUS LABOR
ACRN: 9
NSN: N - Not Applicable
Contract type: Y - TIME AND MATERIALS
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

- A. The contractor shall provide special analysis tasks, studies, pre-operation support, and integration/installation support in accordance with the IMP; Section H Special Contract Requirement ESC-H909 - Task Requirements Notices (Nov 2002); and utilizing the labor rates set forth in Tables B-1 and B-2 (Section J, Attachment #_).
- B. The BEQ of labor hours is TBD hours.
- C. The not-to-exceed price for this labor CLIN is \$TBD. TO BE PROPOSED BY OFFEROR
- D. Preliminary inspection will be performed at the location of performance. Final inspection and acceptance will be at destination as evidenced by government execution of a DD Form 250, Material Inspection and Receiving Report.
- E. Points of inspection and acceptance (Destination) will be specified by the government in each task requirement notice.

000401

Noun: Funding Info Only
ACRN: U \$0.00

0005

Noun: DATA FOR CLINS 0004
Exhibit:
NSN: N - Not Applicable
DD1423 is Exhibit: A

- Descriptive Data:*
- A. Provide data associated with CLIN 0004, Studies/Other Efforts/Miscellaneous Labor.
 - B. This CLIN is NSP. Price is included in individual TRN's issued in accordance with CLIN 0004.
 - C. Points of inspection and acceptance will be in accordance with the applicable CDRL.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0006		1 Lot	U U
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Noun: TRAVEL AND ODC FOR CLIN 0004
ACRN: 9
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide travel and other direct costs in support of CLIN 0004. No profit or fee is associated with this CLIN. Additionally, rates will not exceed those established in the Joint Travel Regulation (in effect at the time of travel) for both per diem and travel expenses.

B. The estimated cost for this Cost Reimbursable CLIN is \$TBD.

000601

Noun: Funding Info Only
ACRN: U \$0.00

Descriptive Data:

A. This SubCLIN for breakout of funding.

B. Total funds provided under this SubCLIN: TBD.

0007

Noun: BASE FEE FOR PRE-SDD
NSN: N - Not Applicable

Descriptive Data:

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0008

Noun: TRADITIONAL AWARD FEE-PRE-SDD
NSN: N - Not Applicable
Descriptive Data:
 A. Traditional Award Fee in accordance with Section H Clause H910, "Award Fee" and the Multi-Sensor Command & Control (MC2A) Weapon System Integration (WSI) Award Fee plan, Section J.
 B. The obligated amount on this CLIN is: TO BE DETERMINED.
 C. Award Fee History: TO BE FILLED IN AFTER DETERMINATION OF EARNED AWARD FEE.

0009

1 U
Each U

Noun: TEAMING AWARD FEE-PRE-SDD
ACRN: 9
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: SOURCE
Acceptance: SOURCE
FOB: SOURCE
Descriptive Data:
 A. Teaming Award Fee in accordance with SCR ESC-H905, Teaming Award Fee and SCR ESC-H904, Teaming Fee Payback With Interest.
 B. The obligated amount on this CLIN is: TO BE DETERMINED AFTER DETERMINATION OF EARNED AWARD FEE.

000901

Noun: Funding Info Only
ACRN: U \$0.00
Descriptive Data:
 A. This subClin is for breakout of funding.
 B. Total funds provided under this SubCLIN: TBD

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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0010 RESERVED CLIN (supply)

Noun: RESERVED BMC2-PRE-SDD
NSN: N - Not Applicable

Descriptive Data:

- A. The contractor shall accomplish task objectives as set forth in the Statement of Objectives and as set forth in the Integrated Master Plan.
- B. The not-to-exceed (NTE) price for this CLIN is TBD. PRICE WILL BE DETERMINED BY GOVERNMENT SOURCE SELECTION.

001001

Noun: Funding Info Only
ACRN: U \$0.00

Descriptive Data:

- A. This SubCLIN is for breakout of funding.
- B. Total funds provided under this SubCLIN: TBD.

0011 RESERVED CLIN (supply)

Noun: RESERVED DATA FOR CLIN 0010
NSN: N - Not Applicable

Descriptive Data:

- A. Provide data associated with BMC2 PRE-SDD, CLIN 0010.
- B. This CLIN is NSP. Price is included in CLIN 0010.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
0012	RESERVED CLIN (supply) <i>Noun:</i> RESERVED- SDD-WSI <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> A. The contractor shall accomplish task objectives as set forth in the Statement of Objectives and as set forth in the Integrated Master Plan. B. The not-to-exceed (NTE) price for this CLIN is TBD. TO BE NEGOTIATED.		
0013	RESERVED CLIN (supply) <i>Noun:</i> RESERVED - DATA FOR CLIN 0012 <i>NSN:</i> N - Not Applicable <i>DD1423 is Exhibit:</i> D <i>Descriptive Data:</i> A. Provide data associated with SDD-WSI, CLIN 0012. B. This CLIN is NSP. Price is included in CLIN 0012.		
0014	RESERVED CLIN (supply) <i>Noun:</i> RESERVED BMC2-SDD <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i> A. The contractor shall accomplish task objectives as set forth in the Statement of Objectives and as set forth in the Integrated Master Plan. B. The not-to-exceed (NTE) price for this CLIN is TBD. PRICE WILL BE DETERMINED BY GOVERNMENT SOURCE SELECTION.		
0015	RESERVED CLIN (supply) <i>Noun:</i> RESERVED BMC2 DATA <i>NSN:</i> N - Not Applicable <i>DD1423 is Exhibit:</i> E <i>Descriptive Data:</i> A. Provide data associated with BMC2 SDD, CLIN 0014. B. This CLIN is NSP. Price is included in CLIN 0014		
0016	RESERVED CLIN (supply) <i>Noun:</i> RESERVED SDD BASE FEE <i>NSN:</i> N - Not Applicable <i>Descriptive Data:</i>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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RESERVED

0017	RESERVED CLIN (supply)		
	<i>Noun:</i>	RESERVED TRADITIONAL FEE SDD	
	<i>NSN:</i>	N - Not Applicable	

0018	RESERVED CLIN (supply)		
	<i>Noun:</i>	RESERVED - TEAMING FEE-SDD	
	<i>NSN:</i>	N - Not Applicable	

0020	RESERVED CLIN (supply)		
	<i>Noun:</i>	BLUE AIRCRAFT MODS	
	<i>NSN:</i>	N - Not Applicable	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price TBD

Applicable to following Line Items: 0009, 0018
Applies to Firm-Fixed-Price CLIN(s) only.

B036 CONTRACT TYPE: TIME-AND-MATERIALS (FEB 1997)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0004 within the performance period specified in Section F. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES	HOURLY RATE
TBD	

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is TBD..
Applies to Time-and-Materials CLIN(s) only.

B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997) (TAILORED)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

- (a) The total estimated cost of performance is TBN (insert estimated cost of performance)
- (b) The base fee is TBN (insert base fee)
- (c) The maximum possible Traditional Award Fee is TBN (insert maximum award fee)
- (d) The maximum possible Teaming Award Fee is TBN.
- (e) The Traditional Award Fee earned for performance from inception of contract through the evaluation period ending TBN (insert end of evaluation period) has been determined to be TBD (insert award fee earned).
- (f) The maximum possible Teaming Award Fee which may be distributed as of TBD (date award fee determined) is TBD (insert determined max award fee).
- (g) The total estimated contract value (including potential for earning all award fees) is TBD which is the sum of TBD in total estimated performance costs + TBD in traditional award fee + TBD in teaming award fee. This value does not include the potential of earning additional traditional teaming award fees. Information regarding the teaming fee can be found in Section H, Clause ESC-H905, TEAMING AWARD FEE (OCT 2002).
- (h) The maximum possible BMC2 Award Fee is TBN under CLIN XXX
- (i) BMC2 Award fee TBN.
Applies to Cost-Plus-Award-Fee CLIN(s) only.

B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is TBD

Applicable to following Line Items: 0006

Applies to Cost CLIN(s) only.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-C37 WORK DESCRIPTION/SPECIFICATION (NOV 1998) (OCT 2000)

The contractor shall furnish the supplies and/or services set forth in Section B as follows:

CLIN/SubCLIN	DESCRIPTION
0001	a. Section J, Attachment 1, Statement of Objectives for WSI b. Section J, Attachment 2, Integrated Master Plan for WSI c. Section J, Attachment 3, WSI TRD v28 d. Section J, Attachment 6, DD 254 e. Section J, Attachment 7, E-10A Security Classification Guide f. Section J, Attachment 9, Government Furnished Property List
0002	Exhibit A, Contract Data Requirements List, DD Form 1423 WSI Pre-SDD
0003	In accordance with individual work requests.
0004	a. Identified in each Task Requirement Notice (TRN). b. Rate Tables for Time and Materials CLIN 0004, Section J, Attachment # 10 .
0005	Exhibit A, Contract Data Requirements List, DD Form 1423 WSI Pre-SDD
0006	Identified in each Task Requirement Notice (TRN).
0007,0008, 0009	a. Section J, Attachment 5 WSI Award Fee Plan
0010-0020	Reserved

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) - ALTERNATE I (APR 1984)
52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)
52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)
Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: 'ISO 9000'
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-E23 INSPECTION & ACCEPTANCE (NOV 1998) (OCT 2000)

CLIN/SubCLIN	DESCRIPTION
0001	Inspection and acceptance shall be accomplished at the contractor's facility. Government execution of a DD Form 250 shall occur after successful completion of Initial Design Review (IDR) and Governmental approval of the meeting minutes.
0002	Inspection and acceptance shall be in accordance with the CDRL, Exhibit A.
0003	Inspection and acceptance in accordance with individual work requests.
0004	Inspection and acceptance will be set forth in each individual TRN.
0005	Inspection and acceptance in accordance with Exhibit A, DD Form 1423.
0006	Inspection and acceptance will be set forth in each individual TRN.
0007	Inspection and acceptance IAW MC2A WSI Award Fee Plan.
0008	Inspection and acceptance IAW MC2A WSI Award Fee Plan.
0009	Inspection and acceptance IAW MC2A WSI Award Fee Plan.
0010-0020	Reserved

PART I - THE SCHEDULE
SECTION F - DELIVERIES OR PERFORMANCE

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	FA2330	FA2330		ASREQ
	<i>Noun:</i>	WSI-PRE SDD				
	<i>ACRN:</i>	9				
0004		1	FA2330	FA2330		ASREQ
	<i>Noun:</i>	STUDIES/OTHER EFFORTS/MISCELLANEOUS				
	<i>ACRN:</i>	LABOR				
		9				
0006		1	FA2330	FA2330		ASREQ
	<i>Noun:</i>	TRAVEL AND ODC FOR CLIN 0004				
	<i>ACRN:</i>	9				
0009		1	08XR6	08XR6		ASREQ
	<i>Noun:</i>	TEAMING AWARD FEE-PRE-SDD				
	<i>ACRN:</i>	9				

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.242-15 STOP-WORK ORDER (AUG 1989)
Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s) only.
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.247-29 F.O.B. ORIGIN (JUN 1988)
- 52.247-34 F.O.B. DESTINATION (NOV 1991)

PART I - THE SCHEDULE
SECTION G - CONTRACT ADMINISTRATION DATA

<u>ACRN</u>	<u>Appropriation/Lmt Subhead/Supplemental Accounting Data</u>	<u>Obligation Amount</u>
AA		\$54,000,000.00
	57 33600 293 3650 675064 000000 00000 27449F 503000 F78100	
	<i>Funding breakdown:</i> On CLIN 000101: \$54,000,000.00	
	<i>PRIMIPR:</i> GMAXB036801598 \$44,800,000.00	
	GMAXB036802135 \$9,200,000.00	
	<i>Descriptive data:</i>	
	PR # GMAXB036801598 Complete	
	Note this PR id DERF money and has a ESP code of TC	
	PR # GMAXB036802135 Complete	

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-G35 ADMINISTRATIVE INFORMATION (OCT 2000)

- a. Contracting Office Representative: Chris Gerfen
- b. Contracting Officer: Joseph A. Zimmerman
- c. Office Symbol of Purchasing Officer: ESC/MAK
- d. Telephone Number: (781) 377-4235
- e. Facsimile Number: (781) 377-4924
- f. E-mail Address: chris.gerfen@hanscom.af.mil
- g. The Administrative Contracting Office for this contract is:
Defense Contract Management Agency
PO Box 9650
Melbourne, FL 32905-9650
DACO- Oscar Archer - 321-951-5822

G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

G014 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (SEP 1999) (TAILORED)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted to the Administrative Contracting Officer and to

ESC/JAZ
440 Wright St
Hanscom AFB, MA 01731-2903
781-377-4074

The ESC/JAZ (insert office symbol of patent administrator) patent administrator can be reached at

781-377-4074 (insert telephone number of patent administrator)

This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H284 COOPERATION WITH SUPPORT CONTRACTORS (OCT 2000)

- (a) The Air Force has entered into contracts with the contractors set forth in paragraph (d) below (hereinafter referred to as "support contractors") for services for scientific engineering and technical effort in support and under the technical direction of the MC2A Program Office. The Contractor shall be required to provide support and technical information to the support contractors, to the extent specified herein. The Contractor agrees that the Government may release to the support contractors any technical information required in the performance of this contract. The Contractor also agrees that other support contractors may be added by the Government at no change to the contract price. Additionally, the Contractor agrees to enter into or extend written mutual agreements with each support contractor for the protection of this information. A copy of the signed agreement or extension shall be furnished to the Contracting Officer within 30 days of notification of identity of support contractors.
- (b) Such support shall include the right of the support contractor(s) to attend all scheduled technical audits, technical and program reviews and formal tests conducted in the performance of this contract when specifically required and approved by the Contracting Officer. Discussion with subcontractors by a support contractor shall be accomplished with the approval of the PCO and the concurrence of the Contractor.
- (c) The support and technical information to be provided shall be no greater than required by this contract. The technical support required is limited to the support necessary for the support contractor to fulfill its respective role to provide assistance to the Program Office for evaluation of the technical aspects.
- (d) The support contractors will include the following:

ACS Defense, Inc. Five Burlington Woods Drive, Suite 100 Burlington, MA 01803	ARINC 2551 Riva Road Annapolish, MD 21401-7465
---	--

BAE Systems - Enterprise System Hangar 1730, East Ramp Bedford, MA 01730	Bernier and Associates 458 Boston Street, Suite 6 Topsfield, MA 01983
--	---

Dynamics Research Corporation (DRC) 60 Frontage Road17 Andover, MA 01810-5498	Interactive Process Tech (IPT) Associates Bowditch Road Jamaica Plain, MA 02130
---	--

MCR Federal, Inc. 2000 Corporate Ridge, Suite 400 McLean, VA 22102	Oasis Systems Incorporated 34 Crosby Drive, Suite 3400 Bedford, MA 01730
--	--

P3I, Incorporated 77 Main Street Hopkington, MA 01748	Quantech Services, Inc. 3 Preston Court, Suite 240 Bedford, MA 01730
---	--

Titan Systems Corporation
700 Technology Park Drive
Billerica, MA 01821

ESC-H444 SYSTEM PERFORMANCE RESPONSIBILITY (OCT 2000)

The parties agree to the intent of placing a Special Contract Requirement (SCR) on contract which addresses SPR. The specific language of the SCR will be mutually agreed upon during the definitization process.

ESC-H904 TEAMING FEE PAYBACK WITH INTEREST (OCT 2002)

(a.) The available award fee for the Teaming Effectiveness assessment at Milestone B is shown in Attachment G of the Award Fee Plan and ESC-H905. Although the entire award fee for teaming effectiveness is associated with Milestone B, a portion of that award fee will be distributed to the contractor at the beginning of each fiscal year as shown in Attachment G of the Award Fee Plan if a determination of "Teaming Relationship Effective" is achieved for the previous Fiscal Year. Prior to the FDO decision on teaming award fee distribution for any fiscal year, the FDO will meet with representatives from the Contractors for the purpose of exchanging feedback to support the distribution decision.

(b.) In the event the FDO distributes teaming award fee prior to Milestone B and the subsequent decision at Milestone B is "Teaming Relationship Ineffective", the Government and the Contractor agree that the teaming award fee distributed prior to the decision shall be returned by the Contractor to the Government with interest. Interest will be calculated and applied in accordance with FAR 52.232-17 "Interest". Where it states in Paragraph (b) of FAR 52.232-17 "Amounts shall be due at the earliest of the following dates:", subpara. (1) "the date fixed under this contract" shall apply. (See Attachment G for Teaming Award Fee Payback Interest Example.) In the event one or more of the FDO's interim assessments is a "Teaming Relationship Ineffective," resulting in no teaming award fee being distributed, and the subsequent decision at Milestone B is "Teaming Relationship Effective," the Contractor Team shall be entitled to the total teaming award fee, including any undistributed teaming award fees from prior periods.

(c.) Interest due to the Government, should that be necessary, will accrue as follows:

PAYMENT	TREASURY INTEREST RATE	EXAMPLE
FY03	Rate in effect at time of payment, from the Government to the Contractor, either by Electronic Funds Transfer or other means, of the 1st teaming award fee payment. The rate is applicable to all teaming award fee paid from that point forward.	Payment dated Nov 01, 2002. Rate 6% Funds: paid \$500K for FY03 Teaming Fee. Accruing Interest: \$500K x 6% in effect from Nov 01, 2002, until new rate change.
	When the treasury issues a rate change notice, the new rate shall be applicable to all teaming award fee funds paid from that point forward.	New rate change July 01, 2003: 6.5% Funds paid: still \$500K Accruing Interest: \$500K x 6.5% in effect from July 1, 2003 until next rate change.
FY04	Rate in effect at time of payment, from the Government to the Contractor, either by Electronic Funds Transfer or other means, of the 2nd teaming award fee payment. The new rate shall govern all teaming award fee funds paid from that point forward.	award fee paid Dec 01, 2003 Rate change 6.75% Funds paid: \$3.6M for FY04 Teaming Fee Accruing Interest: \$4.1M x 6.75% from Dec 01, 2003 until next rate change.
	When the treasury issues a rate change notice the new rate shall govern all teaming award fee funds paid from that point forward.	New rate change July 01, 2004: 6.5% Funds paid: now \$4.1 M Accruing Interest: \$4.1M x 6.5% in effect from July 01, 2004 until next rate change.
FY05	Rate in effect at time of payment, from the Government to the Contractor, either by Electronic Funds Transfer or other means, of the 3rd teaming award fee payment. The new rate shall govern all teaming award fee funds paid from that point forward.	award fee paid Dec 01, 2004 Rate change 6.5% Funds paid \$5.9M for FY05 Accruing Interest: \$10.0M x 6.5% from Dec 01, 2004 until next rate change.

When the treasury issues a rate change notice, the new rate shall govern all teaming award fee funds paid from that point forward.

New rate change July 01, 2005: 6.375%
Funds: now \$10.0M
Accruing Interest: \$10.3M x 6.375% in effect from July 01, 2005 until next rate change, final "Teaming Relationship Effective" or "Teaming Relationship Ineffective" determination. If determination "Effective," Contractor keeps payments and interest does not apply. If determination "Ineffective," Contractor continues to accrue interest at effective treasury rates until payback payment, including all interest accrued, is paid back to the Government.

ESC-H905 TEAMING AWARD FEE (OCT 2002)

(a) Amount of fee. In addition to the base fee and traditional award fee set forth elsewhere in the contract, the Contractor may earn a total teaming award fee amount of \$TBD upon completion of Milestone B. The teaming award fee will be awarded based on the Fee Determining Official's (FDO's) determination of "effectiveness" or "ineffectiveness" of the Northrop Grumman - Raytheon-Boeing-and eventual BMC2 TBD teaming performance. Although the entire teaming award fee is associated with Milestone B, a portion of that award fee, or "Interim Teaming Award Fee," will be distributed to the contractor at the beginning of each Government fiscal year as shown in Award Fee Plan Attachment G and in accordance with Award Fee Plan paragraph 4.2.2, if a determination of "Teaming Relationship Effective" is achieved for the previous fiscal year. If the FDO's final assessment is "Teaming Relationship Ineffective," distributed portions are due back to the Government with interest in accordance with H904 Teaming Fee Payback with Interest and the Award Fee Plan.

(b) Evaluation and decision. The "Teaming Effectiveness" portion of the award fee will be evaluated by a qualitative assessment of the effective teaming relationship of Northrop Grumman Corporation, Raytheon Systems Corporation, The Boeing Company and eventual BMC2 TBD. The evaluation criteria for the teaming award fee are specified in the award fee plan. The Fee Determining Official (FDO) makes the final decision of the award fee amount distributed on an interim basis as well as the final earned teaming award fee payment. The determination and methodology for determining the award-fee amount are unilateral decisions made solely at the discretion of the Government.

(c) Self-Evaluation. The Contractor may submit to the Contracting Officer, within five (5) working days after the end of each award fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed five (5) pages. This self-evaluation will be used in the Government's evaluation of the Contractor's performance.

(d) Feedback. At a minimum, the Government will provide continuous "Teaming Effectiveness" feedback to the Contractors through informal briefings at program reviews and technical interchange meetings. While the Teaming Effectiveness assessments will not formally be taken to the Award Fee Review Board (AFRB) until the Milestone B event, the assessments will be provided to the Contractors in a nominally semi-annual Senior Acquisition Executive/Chief Executive Officer (SAE/CEO) review. These SAE/CEO reviews will generally be scheduled to follow the AFRBs. Additionally, prior to the FDO decision on teaming award fee distribution for any fiscal year, the FDO will meet with representatives from the Contractors for the purpose of exchanging feedback to support the distribution decision.

(e) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the interim or final teaming award fee amounts.

(End of clause)

ESC-H906 KEY PERSONNEL (OCT 2002)

The Contractor employees identified below are key personnel, important to the successful performance of the work under the Contract. The Contractor agrees to assign these employees to the performance of the work. Whenever, for any reason, one or more of these employees becomes unavailable for assignment for work under this Contract, the Contractor shall replace each such employee with a person of comparable ability acceptable to the Government. The Contractor shall inform the Government in advance, in writing, whenever such an employee change becomes necessary.

The Key Personnel are as follows:

- TBD (Program Manager)
- TBD (Chief Systems Engineer)
- TBD (IPT Leads)
- TBD (Business Manager)

ESC-H908 WORK REQUESTS (OCT 2002)

(a) The following procedure shall be used to order additional work of the type covered by CLIN 0003 of the contract. Such work shall be called for by the issuance of work requests. It is agreed that work requests may be issued at the sole option of the Contracting Officer or as delegated to the Administrative Contracting Officer (ACO) during the term of the contract, and that the Government has no obligation to issue any such work request. Prior to the issuance of a work request, the Contractor shall propose, in writing, a firm price or a not-to-exceed amount and delivery schedule for the work contemplated. The Contractor shall not proceed with the work until the price is negotiated and the Contracting Officer has provided written authorization to proceed. However, whenever the Contracting Officer determines that it is in the best interest of the Government not to delay performance of the work, the Contracting Officer may specify in the work request that the Contractor is authorized to proceed, subject to the not-to-exceed amount. Within sixty (60) days after receipt of such a work request, the parties shall negotiate a firm price and delivery schedule for the work ordered, and the contract shall be amended accordingly by supplemental agreement.

(b) Work requests issued under paragraph (a) above shall:

- (1) Be issued on Standard Form 30 or AFMC Form 702, Amendment of Solicitation/Modification of Contract;
- (2) Bear the number of the contract;
- (3) Be serially numbered, dated, and signed by the Contracting Officer;
- (4) Refer to the contract line item under which the work request was issued;
- (5) Describe the work to be performed; and
- (6) Set forth the price and delivery schedule.

(c) The terms and conditions of the contract shall be applicable to work requests issued under this clause. Failure to agree upon a reasonable price shall be considered a "dispute concerning a question of fact" within the meaning of the "Disputes" clause. Modifications to work requests may be issued subject to the same conditions as the original work request. The term "work" includes both supplies and services covered by the referenced CLIN(s).

ESC-H909 TASK REQUIREMENT NOTICES (NOV 2002)

{Applicable to CLINs 0004, 0005 and 0006}

(a) Task requirements will be placed on Task Requirement Notices (TRN) on a Labor Hour and Cost Reimbursement basis. Only the PCO is authorized to issue TRNs, which will be authorized by a Contracting Officer's letter.

(b) Contractor will propose an estimated number of hours, by category for each TRN as applicable. The Contractor shall furnish all the necessary qualified personnel, materials, facilities, and management resources to furnish the supplies and services set forth in the Integrated Master Plan within the terms specified and at the price(s) stated in the Contract Schedule. The quantities of supplies and services specified in the Schedule are estimates only, and are not purchased by this contract. If the Government's requirements do not result in TRN orders in the quantities prescribed as "estimated" or "maximum" in the Schedule, the fact shall not constitute the basis for an equitable adjustment.

(c) It is understood and agreed that the Contractor shall use, in the performance of the contract, the labor categories and hours specified in each TRN utilizing the labor rates and categories set forth in this contract. All planned Subcontracting effort shall be coordinated and approved by the Government, and will be authorized only at the time the TRN is issued.

(d) The labor categories and hours specified in each TRN represent the current best estimate of the services to be performed. They will be applied at the sole discretion of the Government against the negotiated rates to this contract. To enhance flexibility and to allow the Contractor to determine the optimum labor mix for the TRN, the Contractor may, without notice to the Government, increase or decrease the number of hours for each labor category specified in the TRN by no more than 30%. These adjustments are allowable only to the extent that the not-to-exceed price and the total number of hours of labor CLIN are not exceeded. The Contractor will not be paid for expenditures above the not-to-exceed price of any TRN Time and Material, or the total TRN ceiling amount.

(e) Within thirty (30) days after the completion of each TRN, an authorized representative of the Contractor shall certify, in writing to the PCO (with a copy to the ACO), the number of hours used in each labor category and all cost-reimbursement expenditures incurred in the performance of the TRN. This certification will also identify who performed the labor, i.e., the prime contractor or a specified subcontractor. This information will be the basis for the TRN close-out. DD Form 250 will be submitted along with the certification of hours as the basis for payment.

(f) Notwithstanding any other provision, the Contractor shall maintain sufficient accounting records for verification of the number of hours and categories of labor actually expended in performing each TRN under this contract, by CLIN. It is further understood and agreed that these accounting records shall be available for Government review during the performance of the contract and until three (3) years after final payment under the contract. In the event that subcontract labor is included in the labor effort contained in subparagraph (c) above, the foregoing records provisions shall be included in all applicable subcontracts.

(g) Payments under CLINs 0004 and 0006 of this contract will be in accordance with FAR 52.232-7 entitled "Payments under Time-and-Materials and Labor-hour Contracts". Materials, travel, and other direct costs associated with CLIN 0006 shall not exceed the estimated cost as specified in each TRN. In addition, billing of payment for the actual performance in each individual TRN will be at the rates established in the contract schedule. Withholding of amounts due as contemplated by the clause will apply to the total contract CLIN and not to individual TRNs. Withholding will not exceed 2.5% for the entire CLIN 0004 for the basic effort, regardless of the number of TRNs issued against the contract, and will apply to the first orders and continue until the maximum withholding amount is reached. To facilitate close-out of early TRNs, the amount withheld may be transferred to any subsequent active TRN. Ceiling price, as used in the clause, applies to CLIN 0004, for the basic effort, and not to the total contract.

ESC-H910 AWARD FEE (MAR 2003)

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award-fee amount of up to TBN for total contract / TBN for Period One (insert dollar amount) on the basis of performance during the evaluation periods.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Review Board (AFRB). The AFRB recommends an award fee to the Fee Determining Official (FDO) who makes the final decision of the award-fee amount paid based on the Contractor's performance during the award-fee evaluation period.

(c) Award Fee Plan. The evaluation criteria and associated grades are specified in the award-fee plan. The evaluation periods with the associated award-fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award-fee plan. Upon contract award, the Contractor will be provided the FDO-approved award-fee plan.

(d) Modification of Award Fee Plan. Unilateral changes may be made to the award-fee plan if the Contractor is provided written notification by the Contracting Officer before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(e) Self-Evaluation. The Contractor may submit to the Contracting Officer within five (5) working days after the end of each award-fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed 5 single-sided pages (insert number of pages) pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period.

(f) Disputes. All FDO decisions regarding the award fee, including but not limited to, the amount of the award fee, if any; the methodology used to calculate the award fee, the calculation of the award fee, the Contractor's entitlements to the award fee, and the nature and success of the Contractor's performance, shall not be subject to the "Disputes" clause nor reviewed by any Board of Contract Appeal (BCA), court, or other judicial entity.

(g) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.

ESC-H911 ROLE OF THE MC2A WEAPONS SYSTEM INTEGRATOR (WSI) CONTRACTOR IN THE EVALUATION OF PROPOSALS (APR 2003)

The MC2A WSI prime contractor, Northrop Grumman, and its subcontractors Boeing and Raytheon, will support the Government in the technical evaluation of offers in response to BMC2 request for Proposals (RFP). It is the Government's intent to use the services of designated representatives of the aforementioned companies as non-Government advisors in the technical evaluation of offers. The exclusive responsibility for source selection evaluations rests with the Government. Prior to gaining access to proposals, these designated representatives shall execute Source Selection Information Briefing Certificates prohibiting the transmission or revelation of source selection or proprietary information to unauthorized persons. The certificate will be maintained in the official Government source selection files. These MC2A WSI contractors personell will have access to all technical aspects of the proposal. The MC2A WSI contractor will not have access to any cost or pricing data provided in the proposal. In addition, the Government will not provide the MC2A WSI contractor with any Contractor Performance Assessment Report data collected by the Performance Risk Assessment Group during the source selection process.

The WSI designated Non-Government Advisors assigned to participate in the technical evaluation of other Contractor's BMC2 proposals or products may gain access to proprietary information of other companies during evaluation of their offers. The WSI Prime Contractor, Northrop Grumman, and it's Sub-Contractors, Boeing and Raytheon, agree to enter into company-to-company agreements to (1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the WSI Contractor and it's Sub-Contractors shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the WSI Contractor and it's Sub-Contractors from other sources and furnished voluntarily without restriction

ESC-H912 PRE-SDD PRE-CONTRACT COSTS (MAY 2003)

All costs up to \$5,000,000.00, within the limits of FAR 52.232-22, incurred by the contractor after 30 Apr 2003 directly related to the MC2A WSI Pre-SDD effort and before the effective date of this contract will be recognized to the same extent as if incurred after the effective date.

ESC-H913 ASSOCIATE CONTRACTOR AGREEMENTS (MAY 2003)

The parties agree to the intent of placing this clause on contract. The specific language of the clause will be mutually agreed upon during the definitization process.

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the _____ (insert name of the program or project) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

(b) ACAs shall include the following general information:

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

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

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

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

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

(h) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT
_____	_____	_____

(insert contractor name, address, and program or contract number)

ESC-H914 ENGINEERING CHANGE PROPOSALS (MAY 2003)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of TBD, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. Change orders issued under the Changes clause of this contract are not an authorization to exceed the estimated cost in the schedule unless there is a statement in the change order, or other contract modification, increasing the estimated cost.

(c) When the cost* of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on cost*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

* Use a term suitable for the type of contract.

H004 TECHNICAL REVIEW (MITRE) (MAY 1997)

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

(3) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, to refrain from disclosing proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(c) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(d) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database_Version: 5.3.x.000; Issued: 4/30/2003; Clauses: ; FAR: FAC 2001-13; DFAR: DCN20030301; DL: DL 98-021; Class Deviations: CD 2002o0003; AFFAR: 2002 Edition; AFMCFAR: 2002 Edition; AFAC: AFAC 2003-0402; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.202-01 DEFINITIONS (DEC 2001)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- 52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-08 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)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997) - ALTERNATE I (OCT 1997)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media:
'Microsoft Excel'
- 52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.216-11 COST CONTRACT -- NO FEE (APR 1984)
Applies to Cost CLIN(s) only.
- 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)
Date is '13 MAY 2003'
- 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)
Para (a), Dollar amount is '\$54,000,000.00'

PART II - CONTRACT CLAUSES
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- 52.216-25 Para (b), Dollar amount is '\$64,500,000.00'
CONTRACT DEFINITIZATION (OCT 1997) - ALTERNATE I (APR 1984)
Para (a), Specific type of contract: 'cost-plus award fee'
Para (a), Specific type of proposal: 'cost-plus award fee'
Para (b), Schedule for definitizing this contract: '
EVENT DATE COMPLETE
BOEs submitted 1 Aug 03
One-pass review begin 11 Aug 03
Full-up cost proposal submitted 8 Sep 03
Award 23 Sep 03'
Alt I, Para (d), Definitive contract resulting from this letter contract will include a negotiated
(insert "price ceiling" or "firm fixed price"): 'price ceiling'
Alt I, Para (d), Proposed price upon which the award was based: '\$215,000,000.00'
- 52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)
- 52.219-09 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)
- 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
- 52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is 'zero'
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (SEP 2002)
- 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (APR 2002)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
- 52.225-08 DUTY- FREE ENTRY (FEB 2000)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
- 52.227-01 AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
(AUG 1996)
- 52.227-10 FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
- 52.227-12 PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)
para (l), insert agency instructions for communications 'TBD'
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.229-04 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (APR
2003)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.230-02 COST ACCOUNTING STANDARDS (APR 1998)
- 52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
- 52.232-01 PAYMENTS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC
2002)
Applies to Time-and-Materials CLIN(s) only.
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

PART II - CONTRACT CLAUSES
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- 52.232-11 EXTRAS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-17 INTEREST (JUN 1996)
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (FEB 2002)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)
- 52.233-01 DISPUTES (JUL 2002)
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s), Time-and-Materials CLIN(s) only.
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR
1984)
- 52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
Applies to Time-and-Materials CLIN(s) only.
- 52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
- 52.244-02 SUBCONTRACTS (AUG 1998)
Para (e), approval required on subcontracts to: 'The Boeing Company and Raytheon Company'
Para (k), Insert subcontracts evaluated during negotiations. 'TBD'
- 52.244-02 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)
Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the
following subcontracts: 'None'
Para (k), Insert subcontracts which were evaluated during negotiations: 'TBD'
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.245-02 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989)
- 52.245-05 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR
LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.246-24 LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
- 52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
Applies to Firm-Fixed-Price CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL
SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.248-01 VALUE ENGINEERING (FEB 2000)
Para (m). Contract number. 'F19628-03-C-0014'
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP
1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (SEP 1996)

- 52.249-06 *Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
TERMINATION (COST-REIMBURSEMENT) (SEP 1996) - ALTERNATE IV (SEP 1996)
Applies to Time-and-Materials CLIN(s) only.
- 52.249-08
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-14
EXCUSABLE DELAYS (APR 1984)
Applies to Time-and-Materials CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
- 52.251-01
GOVERNMENT SUPPLY SOURCES (APR 1984)
- 52.253-01
COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)
- 252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
- 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER
THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
- 252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
- 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)
- 252.219-7004 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN (TEST PROGRAM) (JUN 1997)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)
- 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
- 252.225-7009 DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND
COMPONENTS) (AUG 2000)
- 252.225-7010 DUTY-FREE ENTRY--ADDITIONAL PROVISIONS (AUG 2000)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)
- 252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)
- 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS (DEC 1991)
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (DEC 2000)
- 252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN
2000)
- 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC
ENTERPRISES-DOD CONTRACTS (SEP 2001)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL
COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED
INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.228-7001 GROUND AND FLIGHT RISK (SEP 1996)
252.228-7002 AIRCRAFT FLIGHT RISK (SEP 1996)
Applies to Firm-Fixed-Price CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)
252.234-7001 EARNED VALUE MANAGEMENT SYSTEM (MAR 1998)
Para (f), Subcontractors selected for application of EVMS: 'The Boeing Company and Raytheon Company and the BMC2 contractor'
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991)
252.235-7003 FREQUENCY AUTHORIZATION (DEC 1991) - ALTERNATE I (DEC 1991)
252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (DEC 1991)
252.242-7000 POSTAWARD CONFERENCE (DEC 1991)
252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
Applies to Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.
252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
Applies to Firm-Fixed-Price CLIN(s) only.
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III (MAY 2002)
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. 'None'
5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)
Para (b), Any additional requirements to comply with local security procedures 'None'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.216-25 CONTRACT DEFINITIZATION (OCT 1997) (TAILORED)

(a) A CPAF definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPAF proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is

EVENT	DATE COMPLETE
NG prepares and submits BOEs	1 Aug 03

Gov and NG conduct one-pass review	11 Aug 03
NG submits cost proposal	8 Sep 03
Negotiations of price and all T's & Cs complete	12 Sep 03
Award	23 Sep 03

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination;

and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

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

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

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

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

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

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

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

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

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

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

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

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

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000) (TAILORED)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of TBN percent (TBN%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) TBD through TBD are incrementally funded. For these item (s), the sum of TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As

used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

TBD

Applies to Firm-Fixed-Price CLIN(s) only.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<u>DOCUMENT</u>	<u>PGS</u>	<u>DATE</u>	<u>TITLE</u>
EXHIBIT A	34	18 APR 2003	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423 WSI PRE-SDD
EXHIBIT B	35	18 APR 2003	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423 BMC2 PRE-SDD
EXHIBIT C	35	18 APR 2003	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423 WSI SDD
EXHIBIT D	35	18 APR 2003	CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423 BMC2 SDD
ATTACHMENT 1	2	01 MAR 2003	STATEMENT OF OBJECTIVES FOR WSI
ATTACHMENT 2	39	24 APR 2003	INTEGRATED MASTER PLAN FOR WSI
ATTACHMENT 3	0		WSI TRD V28
ATTACHMENT 4	14	01 FEB 2003	NORTHROP GRUMMAN INTEGRATED SYSTEMS AIRBORNE GROUND SURVEILLANCE AND BATTLE MANAGEMENT SYSTEMS MASTER SUBCONTRACTING PLAN
ATTACHMENT 5	39	22 APR 2003	WSI AWARD FEE PLAN
ATTACHMENT 6	3	18 APR 2003	DD-254
ATTACHMENT 7	10	18 APR 2003	E-10A SECURITY CLASSIFICATION GUIDE
ATTACHMENT 8	0	08 NOV 2002	MP-RTIP WIDE AREA SURVEILLANCE INTERFACE CONTROL DOCUMENT/PLATFORM CONSTRAINTS DOCUMENT, REV D.: INCLUDED BY REFERENCE
ATTACHMENT 9	0		GOVERNMENT FURNISHED PROPERTY LIST *TBN*
ATTACHMENT 10	0		RATE TABLES FOR TIME AND MATERIALS CLIN 0004 *TBN*