

**PART I --- THE SCHEDULE  
SECTION F  
DELIVERIES OR PERFORMANCE**

F-11. **PERIOD OF PERFORMANCE**  
(IAW FAR 11.401(a))

(a) The Basic Period of this contract shall be a total of not less than 6 years plus a Transition Period. The Award Term Periods of this Contract shall be from Period 07 through Period 22. The total contract term will be determined in accordance with Section H-909, Integrated Incentives, and the Joint STARS TSSR Award Term Plan of this contract. The total ordering period of the contract shall not extend past Period 22.

(b) The Basic Period shall be in effect from the Date of Award of the Contract through 31 October 2006. Performance of tasks under item(s) **XX01 through XX09** will be as specified on DD Form 1155 Orders. Orders issued prior to the expiration date of the Contract will be carried to completion provided sufficient monies are available and performance does not normally exceed **120** days beyond the period of each Order. In the event completion of the Order cannot be completed within the established time period, the Order may be extended to a time and at terms agreeable to both parties.

F-12. **PERIOD OF PERFORMANCE**  
(IAW FAR 11.401(a))

(a) The Period of Performance for the Transition Period is the date of award through 31 October 2000 for all recurring annual services / requirements. Period of Performance for Transition for non-severable services / requirements is as specified in the individual order.

(b) The Period of Performance for each annual contract period (Periods 01 through 22) is 01 November XXXX through 31 October XXXX for all annual recurring services / requirements. Period of Performance for Periods 01 through 22 for non-severable services / requirements (e.g. Programmed Depot Maintenance) is as specified in the individual orders.

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

Services under this Contract are required to be performed at the following location(s): **WARNER ROBINS AIR LOGISTICS CENTER, ROBINS AIR FORCE BASE GA, the Contractor's facilities located at Melbourne FL, Lake Charles LA, Warner Robins GA, and those Subcontractor facilities, as designated by the Contractor, required to perform Supply Chain Management and Aircraft Maintenance.**

F-26. **52.242-15** **STOP-WORK ORDER** AUG 1989  
(IAW FAR 42.1305(b)(1))

F-27. **52.242-15** **STOP-WORK ORDER -- ALTERNATE I** APR 1984  
(IAW FAR 42.1305(b)(2))

F-30. **52.247-29** **F.O.B. ORIGIN** JUN 1988  
(IAW FAR 47.303(1))

F-31. **52.247-30** **F.O.B. ORIGIN, CONTRACTOR'S FACILITY** APR 1984  
(IAW FAR 47.303-2(c))

F-32. **52.247-31** **F.O.B. ORIGIN, FREIGHT ALLOWED** JUN 1988  
(IAW FAR 47.303-3(c))

F-33. **52.247-32** **F.O.B. ORIGIN, FREIGHT PREPAID** JUN 1988  
(IAW FAR 47.303-4(c))

F-35C. **F.O.B. ORIGIN**  
(IAW FAR 47.305(b))

Any supply item applicable to this document shall be delivered:

F.O.B. carrier's equipment at the plant or plants at **WARNER ROBINS AIR LOGISTICS CENTER, ROBINS AIR FORCE BASE GA, the Contractor's**

facilities located at Melbourne FL, Lake Charles LA, Warner Robins GA, and those Subcontractor facilities, as designated by the Contractor, required to perform Supply Chain Management and Aircraft Maintenance.

FOR SHIP TO AND DELIVERY (IF APPLICABLE): SEE SECTION E

F-36.	<b>52.247-34</b>	<b>F.O.B. DESTINATION</b> (IAW FAR 47.303-6(c))	NOV 1991
F-65.	<b>52.247-48</b>	<b>F.O.B. DESTINATION--EVIDENCE OF SHIPMENT</b> (IAW FAR 47.305-4(c)) (Applicable only to line items that specify f.o.b. destination with inspection and acceptance at origin)	FEB 1999
F-68.	<b>52.247-55</b>	<b>F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY</b> (IAW FAR 47.305-12(a)(2))	APR 1984
F-78.	<b>52.247-65</b>	<b>F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS</b> (IAW FAR 47.303-17(f))	JAN 1991
F-470C.	<b>5352.247-9000</b>	<b>COMMERCIAL BILL OF LADING SHIPMENTS - CARRIER'S RATES (AFMC)</b> (IAW AFMCFARS 5347.104-4(90))	JUL 1997

The Contractor shall ensure that proposed carrier's rates are equal to or better than rates available to the Government. Contact the transportation officer for this Contract, as identified by the Administrative Contracting Officer, for confirmation that the proposed carrier's rates are no higher than those otherwise available to the Government. List the shipping costs on the invoice to the Government and attach a copy of the carrier's billing. Failure to properly annotate the invoice and provide a copy of the carrier's billing may result in those costs not being reimbursed or only partially reimbursed.

F-471C.	<b>5352.247-9001</b>	<b>F.O.B. ORIGIN, FREIGHT PREPAID (AFMC)</b> (IAW AFMCFARS 5347.303-4(c)(90))	JUL 1997
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(a) In accordance with FAR 52.247-32, F.O.B. Origin, Freight Prepaid, the specified F.O.B. point is:

<b><u>ITEM</u></b>	<b><u>F.O.B. POINT</u></b>
<b><u>TO BE CITED ON EACH ORDER</u></b>	<b><u>TO BE CITED ON EACH ORDER</u></b>

(b) Shipment(s) shall be made with freight transportation costs prepaid by the Contractor, who shall verify with the freight shipment company that rates for this/these shipment(s) are equal to or lower than those used for U.S. Government shipments. If rates are not equal to or lower than those for Government shipments, contact the Contracting Officer for additional instructions. Shipping charges are to be shown as a separate item on the payment invoice. If the charges are \$100 or more, a copy of the freight charges invoice must be attached to the payment invoice. Failure to properly annotate the invoice and provide a copy of the carrier's bill may result in those costs being disallowed.

F-477.	<b>5352.247-9017</b>	<b>F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (AFMC)</b> (IAW AFMCFARS 5347.305-12(a)(90))	SEP 1998
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The F.O.B. point for delivery of Government-furnished property, as defined in FAR 52.247-55, F.O.B. Point for Delivery of Government-Furnished Property, shall be:

**As cited on Individual Orders**  
(insert f.o.b. point of delivery)

F-500.	<b>NOTIFICATION REGARDING ADMINISTRATIVE PROBLEMS</b>	JUL 1992
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If at any time during the performance of this Contract administrative problems should arise which will have an adverse impact on timely performance by the Contractor or affect the Order price, the Contractor is required to immediately notify WR-ALC/LKK, 460 Second Street, Suite 221, ROBINS AFB GA 31098-1640 and the cognizant Administrative Contracting Officer (ACO).



schedules hereunder shall be set forth in writing by the ACO. The written documentation shall reflect the original output date, revised output date, and the basis for extension.

(1) On aircraft which have abnormally high corrosion, or which have structural damage not covered by the specification (i.e., crash damage) the Contractor shall within twenty (20) calendar days of aircraft input submit work requests with appropriate delivery schedule extension request applicable thereto to the ACO. Requests for schedule extensions shall contain sufficient information/rationale documentation) to permit evaluation/verification of the validity of the requests without extensive investigative effort.

(2) Schedule extensions may be granted for additional Service Bulletins / Airworthiness Directives / TCTOs / Etc. work directed by the ACO/PCO not covered in Contractual specifications (e.g., added or updated T.O.s or regulations). This does not include removal/replacement required as a result of compliance with the Contract specification. Requests for extensions must be presented to the ACO prior to accomplishment of the specific work within the next business day following identification of the additional compliance requirements.

(3) "Over and Above" work for correction of discrepancies exceeding, in the aggregate, 200 hands-on labor hours, found while conducting Functional Check Flight (FCF) or flight line operations that should not have been discovered during previous work may warrant a schedule extension. Any extension shall only apply with respect to work exceeding 200 hands-on labor hours. Requests for extensions must be presented to the ACO prior to accomplishment of the specific work requiring the extension rather than after the fact and within the first six (6) hours of the next business day following discovery of the condition.

(4) Notwithstanding anything to the contrary elsewhere in the Order, when delay in the FCF is caused by inclement weather or lack of Government flight crew, an extension may be granted not to exceed the number of calendar days the inclement weather or lack of Government flight crew prevented performance of the flight test. Requests for extensions must be submitted to the ACO within the first six (6) hours of the next business day following discovery of the delay condition.

(5) Schedule extensions may be granted upon discovery of an O&A for which the time required to remediate the maintenance action, or acquire the replacement material, cannot be accomplished within the remaining cycle time for the depot maintenance work. In this instance, the Contractor shall present a written advisory notice to the ACO of the facts causing the impact, propose work-around solutions, if applicable, or recommend deferral until the next scheduled maintenance cycle, if practical. The ACO shall evaluate the schedule impact advisory notice for determination of the appropriate direction to be implemented. Submittal of the advisory notice shall be presented to the ACO within the next business day after the aforementioned work-around solutions or material availability dates are determined.

**(d) GENERAL INFORMATION:**

(1) Situations Impacting Delivery: Any situation arising during the life of this Contract that will have an impact on input or output schedules shall be reported to the ACO immediately.

(2) Once an aircraft physically arrives at the Contractor's depot level maintenance facility and the flight crew relinquishes/transfers possession and control to the Contractor (via AF Form 1149), the aircraft is considered inducted and all of the terms and conditions of the Order apply, including the clauses entitled "Ground and Flight Risk," and "Aircraft Flight Risk" regardless of the date of input determined pursuant to paragraph (a) above.

(3) NOTE: Any Extensions granted pursuant to paragraph (c) above may result in changes to the Award Fee Plan evaluation scoring criteria as set forth in Clause H-912.

(4) In performance of the over-and-above work as may be required during aircraft maintenance, the Contractor will use AFTO Form 349, or commercial equivalent documents, for each over-and-above action discovered during the maintenance work. A complete set of all AFTO Form 349, or commercial equivalent documents, shall be provided upon completion of the maintenance cycle for each Joint STARS that had PDM or Drop-in Maintenance work. Data entry into REMIS and/or CAMS databases remains an USAF task.

(5) The Contractor will disposition each over-and-above discovered during maintenance in accordance with the guidance contained in the E-8C Serviceability Guide and applicable USAF TO's for all standard repairs. All DER recommended dispositions for non-standard repairs will be coordinated by the Contractor with the WR-ALC LKS Sustainment Program Manager prior to authorizing the over-and-above work. Said coordination shall be accomplished on an expedited basis so that direction can be issued within 48 hours after submittal of the AFTO Form 349 or commercial equivalent documents by the Maintenance Subcontractor as set forth in Clause H-913(d).

(6) Return of an aircraft to flight status at the Maintenance Subcontractor's facilities shall require ACO concurrence that the Contractor's Quality personnel have observed and approved all pre-flight safety-of-flight checklist requirements.

(7) Each Joint STARS aircraft Input for scheduled or unscheduled maintenance at the Maintenance Subcontractor(s) facilities will be afforded Protection Level 2 (PL-2) physical security as defined in AFI 31-101 pursuant to Section J, Joint STARS Security Classification Guide, and DoD Contract Security Specification Checklist (DD Form 254). At Contract award, Northrop Grumman facilities at Lake Charles, LA and Melbourne, FL are not compliant with PL-2 physical security requirements. Costs for achieving PL-2 physical security at Lake Charles LA and Melbourne FL were not included in the costs cited in the Menu of Services for each performance period in Section J. Following final direction from the Joint STARS JPO defining the methodology required for compliance with PL-2 physical security requirements at Lake Charles and/or Melbourne facilities, and to the extent that such compliance impacts the cost of work either authorized or to be authorized under this Contract, the Contractor shall be entitled to an equitable adjustment for the costs required by such compliance. In no event shall an aircraft be input into a location without verification of compliance

with PL-2 physical security OR an approved waiver to that requirement.

F-901. **FOB DESTINATION** (APPL CLIN XX02) JUL 2000

F.O.B. Contractor's Depot Level Maintenance Facility or Contractor Supply Chain Management Facility when resident at Robins AFB GA 31098.

F-902. **DISALLOWANCE OF DELIVERY SCHEDULE EXTENSIONS** JUL 2000

No delivery schedule extensions due to delay in obtaining security or foreign disclosure clearances for Subcontractors will be authorized.

F-903. **F.O.B. POINT FOR DELIVERY OF GOVERNMENT - FURNISHED PROPERTY** JUL 2000

Pursuant to clause F-68, herein, Government-Furnished Property identified below will be delivered to the following locations:

GOVERNMENT PROPERTY

LOCATION

*Section J, or as cited  
on individual Orders*

*Extant Govt. Property will remain at  
current locations as cited in Section J,  
unless cited otherwise on individual Orders.*

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(Offeror fill-in required)

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(Offeror fill-in required)

**PART I --- THE SCHEDULE  
SECTION G  
CONTRACT ADMINISTRATION DATA**

G-1. **ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual Orders issued hereunder.

G-51. **TRANSPORTATION APPROPRIATION CHARGEABLE**

The Transportation Allotment Identification (TAI) relates directly to each ACRN(s). For example the TAI "TAA" is for the same line item(s) as ACRN "AA."

**FMS TRANSPORTATION ALLOTMENT SHALL BE USED ONLY WHEN SHIPMENT ON GOVERNMENT BILL OF LADING IS AUTHORIZED**

Insert "3" if movement via surface mode or "2" if movement via airlift in place of any "#" shown.  
Insert last digit of current fiscal year in place of any asterisk "\*" shown when material is shipped.

TAI                      ALLOTMENT

TO BE CITED ON EACH APPLICABLE ORDER

G-200. **PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING  
CLASSIFICATION CITATIONS**  
(IAW DFARS 204.7107(e)(3))

These instructions will be set forth as required for a task or order issued hereunder.

G-300C. **ACTIVITY ADDRESS CODE**  
(IAW AFM 67-1, Chapter 1, Part 2, Volume I)

(a) When requisitioning Government Property pursuant to Section F, Clause F-903, the Contractor shall use Activity Address Code EZ/EY5976, which applies to Contractor's Melbourne FL facility.

(b) Offeror will insert his current EZ/EY Code as listed in DoD Directory, DoD 4000.25-6M.

G-445. **5352.237-9002** **CONTRACT HOLIDAYS (AFMC)** JUL 1997  
(IAW AFMCFARS 5337.110-90(c))

(a) The prices/costs in Section J, Menu of Services, for each performance period of the Contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this Contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are Contract holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the next day, and Year-End Holidays (Christmas Eve through New Year's Day).

G-900. **5352.232-9000** **REMITTANCE ADDRESS** JUL 2000

Chase Manhattan Bank  
New York New York  
ABA Number 021000021  
Northrop Grumman Corporation  
Account Number 9102791630

G-901. **INVOICE AND PAYMENT- COST REIMBURSEMENT** JUL 2000

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. NOTE: Contractor invoices **SHALL** identify the amount billed against each Contract line item number.

G-902. **IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER** JUL 2000

In accordance with FAR 52.204-3, Taxpayer Identification Number is 95-105-5798.

G-903. **MISCELLANEOUS ADMINISTRATIVE INFORMATION** JUL 2000

(a) Instructions regarding Patents Clause:

The ACO will forward all documentation (reports, invention disclosures, notices, requests) and other information concerning patents to the following addressee:

WR-ALC (Patent Counsel)  
460 Second St., STE 221  
Robins AFB, GA 31098-1640

(b) Transportation Office: Transportation Officer  
DCM - Orlando  
DCMDE-GOTB1  
3555 MaGuire Boulevard  
Orlando, Florida 32803-3726

(c) Submit Invoices/Vouchers: DFAS - Columbus Center  
Attn: DFAS-CO/SOUTH ENTITLEMENT OPERATIONS  
P.O. Box 182264  
Columbus OH 43218-2264

**PART I --- THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

H-900. **TOTAL SYSTEM SUPPORT RESPONSIBILITY** JUL 2000

(a) In accordance with the Contract Statement of Objectives (SOO), Total System Support Responsibility (TSSR) is assumed by the Contractor; TSSR is the long term total responsibility for the Joint STARS weapon system to include sustainment of the air vehicle, ground support system, operational and maintenance trainers, integrating supply chain and spares management, systems engineering, and technical data. To the extent authorized and

funded by annual Orders, the Contractor will be directly responsible and accountable for total weapon system availability and performance, through day-to-day management, direction, and control of program activities and resources. The Contractor will fully integrate TSSR activities with the USAF blue-suit operational-level maintenance personnel to provide seamless weapon system sustainment from flight line to depot.

(b) In order to meet SOO objectives, the Contractor shall perform the requirements set forth in the Contract Technical Requirements Document (TRD), to the extent as authorized by annual Orders. However, in order to assure the achievement of the essential elements and objectives of the SOO, the Contractor shall have the flexibility, through the effective use of Cost As an Independent Variable (CAIV) type studies and trade-off analyses, to make changes to the scope of the individual sustainment elements during any Order performance period. If the Contractor adequately demonstrates that, in order to assure aircraft availability or training to meet the Warfighter's requirements, or to achieve its RTOC initiatives without compromising the Warfighter's requirements, such changes are required, the changes will be implemented within the scope of the Order and the Contracting Officer will be advised of such fact. The Contracting Officer shall be given five (5) working days to provide comment, unless agreed otherwise, prior to the implementation of any change. Unless the Contracting Officer provides written direction to suspend the CAIV initiative, it shall be deemed to have been authorized.

(c) The parties agree that the TSSR responsibility levied on the Contractor will be fulfilled by the Contractor's ability to effectively provide, in

accordance with the requirements set forth in Orders issued annually, effective integration of the Joint STARS sustainment activities, comprised of Systems Management and Engineering (including Configuration Management, and Diminishing Manufacturing Sources Management); Supply Chain Management (Prime Mission Equipment and Aircraft Inventory and Repair); Training and Trainer Management; aircraft (airframe) and engine maintenance; technical data maintenance (including JIMIS); software maintenance; Ground Support System maintenance; and budget and performance forecasting.

H-901.

**ORDERING PROCEDURES**

JUL 2000

(a) The Procuring Contracting Officer (PCO) identified in Clause IB-432 is authorized to issue orders under this Contract.

(b) Any supplies and/or services to be ordered hereunder shall be authorized by issuance of a order by the Contracting activity designated above and in block 6 of the DD Form 1155 (Order For Supplies Or Services). Orders under CLINs XX01, XX02, XX03, and XX09 will be issued in accordance with the Menu of Services, which is incorporated in Section J of this Contract for each annual performance period. For any Joint STARS modifications or other work to be authorized under CLINs XX04 and XX06 - XX08, orders will be issued in accordance with the procedures set forth in paragraph (j) below.

(c) Orders may be issued under the Basic Period from Contract Award through 31 October 2006 for the periods listed below and for Award Term Periods as may be earned in accordance with Section H-909, Integrated Incentives, and Section J. Award Term Plan. Following the issuance of the initial Order, all subsequent Orders will be issued at least thirty (30) days prior to the commencement of work associated with that Order, with an Effective Date of 01 November 20XX. Contract ordering periods are as follows:

**BASIC PERIOD:**

Transition Period:	Date of Award through 31 OCTOBER 2000.
Period 01:	01 NOVEMBER 2000 through 31 OCTOBER 2001.
Period 02:	01 NOVEMBER 2001 through 31 OCTOBER 2002.
Period 03:	01 NOVEMBER 2002 through 31 OCTOBER 2003.
Period 04:	01 NOVEMBER 2003 through 31 OCTOBER 2004.
Period 05:	01 NOVEMBER 2004 through 31 OCTOBER 2005.
Period 06:	01 NOVEMBER 2005 through 31 OCTOBER 2006.

**AWARD TERM PERIODS:**

Period 07:	01 NOVEMBER 2006 through 31 OCTOBER 2007.
Period 08:	01 NOVEMBER 2007 through 31 OCTOBER 2008.
Period 09:	01 NOVEMBER 2008 through 31 OCTOBER 2009.
Period 10:	01 NOVEMBER 2009 through 31 OCTOBER 2010.
Period 11:	01 NOVEMBER 2010 through 31 OCTOBER 2011.
Period 12:	01 NOVEMBER 2011 through 31 OCTOBER 2012.
Period 13:	01 NOVEMBER 2012 through 31 OCTOBER 2013.
Period 14:	01 NOVEMBER 2013 through 31 OCTOBER 2014.
Period 15:	01 NOVEMBER 2014 through 31 OCTOBER 2015.
Period 16:	01 NOVEMBER 2015 through 31 OCTOBER 2016.
Period 17:	01 NOVEMBER 2016 through 31 OCTOBER 2017.
Period 18:	01 NOVEMBER 2017 through 31 OCTOBER 2018.
Period 19:	01 NOVEMBER 2018 through 31 OCTOBER 2019.
Period 20:	01 NOVEMBER 2019 through 31 OCTOBER 2020.
Period 21:	01 NOVEMBER 2020 through 31 OCTOBER 2021.
Period 22:	01 NOVEMBER 2021 through 31 OCTOBER 2022.

(d) Unless specified otherwise in each Order, Orders issued hereunder shall be Cost Plus Award Fee (CPAF) and, as a minimum, will include the following:

- (1) Date of order.
- (2) Contract number and Order number.
- (3) Item number and description, quantity, and total Estimated Cost for the work authorized.
- (4) Delivery or performance dates; and in the case of PDMs, the input and output schedules for each PDM as required by Clause F-900.
- (5) Identification of the amount of cost estimated for non-severable work that will be performed after 31 October for each performance period authorized.
- (6) Place(s) of delivery for performance of supplies or services.
- (7) Place(s) of acceptance of work authorized.
- (8) F.O.B. point for individual supplies or services.
- (9) Packaging, packing, and shipping instructions, if any.
- (10) Accounting and Appropriation data.
- (11) Method of payment and payment office, if not specified in the Contract
- (12) A statement authorizing the contractor to exercise Cost As An Independent Variable (CAIV) decisions, in accordance with clause H-900, if applicable. For each applicable order, the order shall state "H-900 CAIV applies."
- (13) Data requirements cited in DD Form 1423 CDRL Exhibits appended to the Order.
- (14) Government-Furnished Property (including Facilities, Services, Material, Aircraft, and Information) required for performance of the work authorized by each Order, if in addition to Government Property identified in Section J.
- (15) The dollar amount of overtime authorized during performance of each Order as required by FAR 52.222-2, Payment For Overtime Premiums.
- (16) The amount of Award Fee Pool dollars that have been reserved for the work authorized by the Order.

**Note:** Orders issued as other than CPAF Pricing Arrangements, items (5), (12), (15) or (16) above do not apply.

- (e) All Orders, and modifications to Orders, issued hereunder shall be subject to the terms and conditions of this Contract. The Contract shall control in the event of conflict with any Order issued hereunder.
- (f) The Menu of Services Price tables, incorporated in Section J for each performance period, provide prices for Joint STARS TSSR tasks at Work Breakdown Structure (WBS) Level 6. These WBS elements are coded to reflect those tasks which are: "1" work scope included in initial budget considerations, "2" work scope that initially exceeded the initial budget considerations, but was subsequently determined to fit within the authorized funding available (i.e. recovered work scope), "3" work scope requirements that exceed the identified budget (i.e. deferred work scope), and "4" requirements for which no budget was determined at the time of Contract award (i.e. work scope requiring other funding sources). Annual Orders issued under CLINs XX01, XX02, and XX03 shall include as a minimum, the sum of those tasks identified as "1" and "2."
- (g) The Parties agree the effort set forth in CLINs XX02 and XX03 of this Contract is dependent upon the availability of common infrastructure as set forth in CLIN XX01 of this Contract. In the event that CLIN XX01 of this Contract is not funded and authorized concurrently with CLINs XX02 and XX03, or is terminated or substantially reduced in scope, the Contractor shall be entitled to submit a proposal for equitable adjustment of CLINs XX02 and XX03. After negotiating the proposal, the Contractor shall be entitled to the amount agreed to by both Parties, delivery or completion schedule adjustment, and adjustment to other affected terms and conditions as agreed to, and the Contract shall be modified accordingly.
- (h) CLINs XX01, XX02, XX03 and XX09 of this Contract were proposed and negotiated on an annual performance period basis. (For purposes of this Contract, the term annual performance period is defined as the period from 01 November of a given calendar year through the next following 31 October.) The parties agree that the supplies or services categorized in Table B-1 of the Menu Of Services as Categories "1" and "2", shall be authorized in their entirety for each annual ordering period, at the prices identified in said Table B-1 of the Menu of Services applicable to each performance period as incorporated in Section J. Any Category "3" or "4" tasks may be also be authorized individually at the prices set forth in the Table B-1 of the Menu of Services, incorporated in Section J, applicable to each performance period. All tasks shall be authorized at the onset of the performance period, and shall be authorized for the entire twelve (12) month period. If the Government elects to authorize Category "3" or "4" tasks for other than the annual period as defined above, the Table B-1 prices shall be adjusted bilaterally by the parties.
- (i) Payments under this Contract shall be made in accordance with FAR 52.216-7, upon Contractor submittal of a properly prepared cost voucher supported by a statement of the claimed allowable costs for performing the applicable individual Orders. Final payment for the purpose of Contract closeout will be on the basis of the schedule in effect during each performance period as set forth above. The parties agree that for purposes of Contract close out, annual Orders will be treated as individual Contracts. Upon completion of all authorized work, the Contractor will initiate Contract closeout proceedings in accordance with the Contractor's procedures within sixty (60) days after DCMA/Contractor Final Overhead Rates are established for the last calendar year of work performed under the Orders.

(j) Prior to the issuance of Orders under CLINs XX04, XX07 and XX08, and, a price and delivery request will be issued to the Contractor. The request will contain a description of the work required, the Government's desired delivery/completion date, the pricing arrangement, and a request for a price proposal. The Contractor's price proposal will be submitted within forty-five (45) days, or sooner if possible, and shall indicate acceptance of the requested delivery schedule or propose an alternate schedule. If the Contractor's proposal exceeds the Cost and Pricing Data threshold, the Contractor shall include cost data and the SF1411 certification for current cost or pricing data in accordance with FAR 15.4 for all costs (i.e., hours, materials, other direct costs, Subcontracting and travel) proposed. However, when prices are established for efforts under table B1 through B3 of the Menu of Services incorporated in Section J for each annual performance period, the parties will price the proposal using the applicable tables B1, B2, or B3 rates/prices.

(k) The Award Fee Pool will be decreased or increased accordingly, based on circumstances of the adjustment under consideration. When an order is modified to decrease or increase scope, the Award Fee Pool will be decreased or increased accordingly.

H-902.

**EXTENDED PROGRAM MANAGEMENT**

JUL 2000

The prices for effort under this Contract exclude costs for any extended Program Management beyond the final period of performance to be authorized hereunder. Accordingly, the Contractor shall be entitled to an equitable adjustment for any extension of Program Management services beyond that final annual period of performance necessary to support any non-severable PDMs, PME repairs, or Deployment activities that may extend beyond the

end of the last period of performance authorized for CLIN XX01. Specific guidance shall be provided by the Contracting Officer for pricing considerations applicable to the exercise of an off-ramp, as may be initiated pursuant to Clause H-909(c)(3) and H-909(c)(7), or prior to the final two-year period if this Contract continues to its full term.

H-903.

**CONTRACT CHANGE PROPOSAL PREPARATION COSTS**

JUL 2000

(a) Proposal preparation costs associated with Contract changes (to include ACSNs, ECPs, and CCPs) will be included within the Contractor's pricing of each change submitted as allowable direct costs in accordance with the Contractor's CAS Disclosure Statement.

(b) Contract changes are categorized as either Contractor-initiated or Government-initiated. A Contractor-initiated change is defined as any change submitted by the Contractor absent written direction from the Contracting Officer. A Government-initiated change is defined as any change submitted pursuant to written direction from the Contracting Officer. For Government-initiated changes, other than changes associated with proposal corrections or changes resulting from Contractor non-compliance with either 1) FAR requirements, or 2) Government instructions and direction, the Contractor shall be entitled to equitable adjustment for reasonable change preparation Estimated Cost and Award Fee Pool whether the changes are approved or disapproved. For Contractor-initiated changes, the Contractor will receive an equitable adjustment to the Estimated Cost and Award Fee Pool only if the changes are approved and Contractually incorporated.

H-904.

**DIRECTION TO ACCOMPLISH AND CONSIDERATION AND PAYMENT  
FOR TIME-AND-MATERIAL AND LABOR-HOUR TASKS**

JUL 2000

(a) During the term of this Contract, the Government may require under CLIN XX07 that the Contractor provide additional Engineering Services (Tasks) applicable to the Joint STARS Program on a time-and-material basis. Upon definition of a specific engineering services task, the PCO will request the Contractor to submit a proposal for the engineering services, pursuant to Clause H-901(k) on a case-by-case basis, under a time-and-material or labor-hour pricing arrangement when mutually agreed between the Parties. Direct materials, purchased services, travel expenses and any other direct charges integral to furnishing the specified engineering tasks will be included in the time-and-material pricing arrangement.

(b) In accordance with FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, the Contractor shall be paid the appropriate hourly rates prescribed in Section J, Menu of Services, Table B-3, for the applicable performance period for the direct labor hours performed. Overtime shall be reimbursed at the appropriate rates prescribed in Section J, Menu of Services, Table B-3, for the applicable performance period provided that the individual Order issued under Clause H-901(d)(15) specifies the total overtime hours authorized in performance of the engineering services task. Materials, subcontracts and other direct costs shall be reimbursed at the appropriate rates prescribed in Section J, Menu of Services, Table B-3, for the applicable performance period for the direct charges incurred in furnishing the engineering services tasks. Each individual Order shall set forth the total cost to the Government for the engineering services tasks as the ceiling price for the Order.

(c) In the event that the mix of labor categories results in a different composite than that cited as the ceiling price in individual orders for engineering services tasks, the Contractor shall submit a written request to the PCO requesting realignment of the labor categories.

(1) In the event that realignment of the engineering services labor categories can be accomplished within the ceiling price cited in the individual Order, the PCO shall promptly grant the request by modification of the affected Order.

(2) In the event that realignment of the engineering services labor categories cannot be accomplished within the ceiling price cited in the individual Order, the PCO may grant the request after receipt of additional funds to increase the ceiling price through modification of the affected Order. Alternately, the PCO may grant realignment of the engineering services labor categories as cited in (d)(1) above and direct that no further adjustments shall be made without a change in the ceiling price of the affected Order.

(3) The Contractor is under no obligation to complete the Order prior to realignment of the engineering services labor categories or to incur costs greater than the ceiling price cited in the affected Order.

H-905.

**CONTRACT PRICING AND BUDGET UPDATES**

JUL 2000

- (a) The Contractor shall provide updated pricing information in accordance with this clause to enable the orderly, uninterrupted performance of this Contract. In addition, the Contractor shall assist the Government in its future budgeting activity to ensure that future budget requests include adequate funding to support the operational needs of the Joint STARS weapon system and reflect the efficiencies that will result from the TSSR approach.
- (b) This Contract provides firm pricing for the Transition Period and TSSR operations for annual performance periods 01 and 02 (e.g. Period 01 {2001} extends from 01 November 2000 through 31 October 2001), along with budgetary estimates for annual performance periods 03 through 06. Eighteen (18) months after award of the Order for performance period 01, the Contractor will submit a firm proposal for performance periods 03 and 04 including associated Award Fee Plan and Award Term Plan recommended changes, along with updated budgetary pricing for performance periods 05 and 06. At the same time, the Contractor will submit budgetary estimates for potential performance periods 07 and 08. This proposal submission will be accomplished in accordance with the WR-ALC Eight Step Proposal Process in such a way that the updated pricing is incorporated into the Contract in time to support the issuance of performance period 03 Orders to enable performance to begin not later than 01 November 2002. This pricing update process will continue every twenty-four (24) months thereafter through June 2020, unless the Section J, Joint STARS Award Term Plan process does not result in extensions of this contract through annual performance period 22. In that case, pricing updates will only be submitted to the extent necessary to provide firm pricing through the end of the Award Term years earned.
- (c) In addition to firm pricing and budgetary updates, the Contractor will provide the Government with annual inputs to the Joint STARS Program Objective Memorandum (POM) that reflect the Total System Support Requirements needs of the Joint STARS program. These inputs will be provided to the Joint STARS System Support Manager in an appropriate format by 15 January of each calendar year.
- (d) The terms, conditions, price, and Incentive Plans of this contract were negotiated based on Air Combat Command interim performance standards. The parties recognize that these standards will be updated and finalized as the weapon system matures. The parties agree that as the standards change, discussions will be initiated to address impacts to the contract terms, conditions, price, and Incentive Plans and these changes will be implemented upon conclusion of discussions and availability of sufficient funding.

H-906.

**JOINT STARS TSSR PUBLIC/PRIVATE PARTNERING FOR DEPOT MAINTENANCE**

JUL 2000

- (a) This clause recognizes and enables Public/Private Partnering between the Contractor and Warner Robins Air Logistics Center (WR-ALC) Depot Maintenance Activity Group (DMAG), hereafter referred to as the Depot, as an essential requirement for execution of the approved Joint STARS Total Systems Support Responsibility (TSSR) Acquisition Strategy. The Partnering enabled by this clause provides for Government Furnished Supplies and Services (GFSS) to be performed by the Depot as an integral part of the Contractor's performance under this Contract in a manner consistent with statutory requirements and current policies, and with the designation of Joint STARS as a pilot project under Air Force Acquisition Lightning Bolt 99-7, Product Support Partnerships.
- (b) The Government hereby recognizes that the Contractor's ability to perform this Contract is dependent in part upon the Government's direct funding of, and the Depot's satisfactory performance of GFSS provided in accordance with the Section J, Partnering Agreement (PA). Funding of the GFSS is not included in the funding of this Contract, nor will the cost of GFSS be included in the CLIN prices cited in individual Orders, or the face value of this Contract. However, the Contractor's internal costs and fees for planning, management, and integration of the GFSS efforts are included within Table B-1 of the Menu of Services prices, incorporated in Section J, for each annual performance period for CLIN XX01. Consequently, notwithstanding that the supplies or services provided by the Depot are GFSS, the Contractor under annual Orders issued for CLIN XX01 has defined contractual obligations for planning, management, integration, and the performance of specific depot support functions as authorized by individual orders under this contract, that must be performed adequately before the Contractor may be granted relief in Estimated Cost, Award Fee Pool, schedule and Award Fee and/or Award Term provisions of this Contract because of late or defective GFSS.
- (c) In executing their Partnering responsibilities, the Contractor and the Depot will comply with the PA and the approved Implementation Agreements (IAs) issued under it. Consistent with those Agreements, the Contractor shall obtain from the Depot the specific GFSS authorized in the Implementation Agreements (IA) List, which are included in the IAs contained in Section J. The PA does not authorize either the Contractor or the Depot to unilaterally terminate or change the PA or any IA under it, nor to add an IA. Any such action shall be by mutual agreement and subject to the prior approval of the Contracting Officer in accordance with paragraph (d) of this clause.
- (d) The PA defines the methodology that shall be utilized by the Contractor and the Depot to accomplish both Depot Core workloads and non-Core (or alternatively "Core-Plus") workloads in support of the Joint STARS Program. In the event future SORAP (Source of Repair Assignment Process) decisions drive a change to Core workload, existing IAs, or the need for new IAs, such changes will be directed by the Contracting Officer and implemented under the PA by bilateral agreement between the Contractor and the Depot. The Contracting Officer shall make an appropriate equitable adjustment to this Contract for the impact of such direction on Estimated Cost, Award Fee Pool, schedule, and Award Fee and/or Award Term provisions of this Contract. The Contractor and the Depot may jointly propose additions to or deletions from the Implementation Agreement List. The Contractor shall coordinate such actions in writing with the Contracting Officer prior to Contractor or Depot signatures, including any expected need for equitable adjustment to this Contract. In the event the Contractor desires to utilize the Depot to perform additional non-Core work, the proposed new or modified IA shall be accompanied by an appropriate best value analysis when it is submitted to the Contracting Officer for coordination. Following Contracting Officer concurrence and signature by the Contractor and Depot, a copy of the new Implementation Agreement (IA) or the Termination Agreement will be provided to the Contracting Officer to support a timely update to the Implementation Agreements listed in Section J of this Contract. Other substantive changes to individual IAs will be similarly coordinated with the Contracting Officer, and reflected in the IAs listed in Section J as appropriate.

- (e) In accordance with the terms of the PA, the Contractor will utilize the Project Order (PO), reference PA Article 9, and Temporary Work Request (TWR), reference PA Article 10, processes to initiate specific Depot Joint STARS work. The Contractor is responsible for ensuring that TWRs are issued and, in the case of TWRs not based upon pre-established fixed unit costs, managed after issuance to ensure that each is adequately funded under the Project Order (PO) process in advance of performance to forestall any possibility of anti-deficient performance. In the event that the need arises to terminate or otherwise discontinue a specific TWR, for whatever reason, the terminating document along with appropriate supporting documentation will be approved by WR-ALC/LKS. Conversely, requests for equitable adjustment, termination, or partial termination, of any portion of the GFSS workload will not be granted due to failure of the Contractor to perform its responsibilities associated with GFSS as authorized by annual Orders. In the event that termination drives the Contractor to assume responsibility for performance of that workload directly, or by commercial subcontract, the Contractor shall be entitled to an appropriate equitable adjustment to this Contract pursuant to this clause. Such equitable adjustment may be requested to the Estimated Cost, Award Fee Pool, schedule, Award Fee and/or Award Term Plans or any other provisions affected under this Contract and will be submitted to the Contracting Officer when the TWR termination package is submitted to WR-ALC/LKS for coordination. However, regardless of the timing of such a request, the Contractor is not authorized to implement alternative activities to replace a terminated TWR until this Contract has been bilaterally modified in accordance with the Changes clause of this Contract. The Parties recognize that Contracting Officer authority to implement such alternative activities for Core workload may require AFMC consent.
- (f) The Contracting Officer's technical representative for this Public/Private Partnering between the Contractor and the Depot will be a person(s) designated from within WR-ALC/LKS. As soon as practical after the award of this Contract, the Contracting Officer will provide the name(s) of the designated WR-ALC/LKS individual(s) to the Contractor and the Depot. The Contracting Officer may update such notice in writing at any time. The individual(s) so named will execute the Government responsibilities for IAs, PO's, and TWRs as specifically called out in the PA.
- (g) The Contractor is expected to perform technical analysis, of Depot proposals submitted in response to activities under the PA, including the adequacy of hours proposed for estimated unit or task cost TWRs. However, the Contractor is not responsible for verifying the adequacy or accuracy of approved Depot labor rates, overhead rates, or repair rates. Therefore, any requirement for "cost or pricing data" imposed upon the Contractor shall not be deemed to apply in any way to the Depot.
- (h) The Contractor is expected to maintain appropriate insight and oversight of Depot work under the PA in compliance with the terms of the PA. Provided such actions as contemplated by the PA and IAs are taken by the Contractor to ensure adequate Depot performance, the Contractor may request, and the Contracting Officer will make an appropriate equitable adjustment to the Estimated Cost, Award Fee Pool, schedule, Award Fee and/or Award Term Plans or any other provisions affected if the Depot fails to perform a TWR in accordance with the requirements of the PA and the applicable IA. However, equitable adjustments shall be granted only if any such failure causes an increase or decrease in the Estimated Cost of, or the time required for performance of, any part of the work under this Contract, or leads to termination or discontinuance of the TWR. Further, under these circumstances, and provided the contractor has exercised reasonable diligence in executing its duties to ensure adequate depot performance and effective program integration, delay or non-performance by the Government in its capacity as a provider of GFSS shall also not be used, in whole or in part, by the Government as a basis for: (a) an adverse rating of the Contractor under the Contractor Performance Assessment Review System (CPARS) for its performance under this Contract, (b) debarring or suspending the Contractor from doing business with the Government or proposing the Contractor for debarment or suspension, and/or (c) withdrawing Government approval of the Contractor's Purchasing System.
- (i) In the event that the Contractor's work effort or cost is audited pursuant to the terms of this Contract, and such auditor requests access to the Depot records to support the audit, the Contractor will promptly notify the Contracting Officer. At that point, the Contracting Officer will make appropriate arrangements with the audit or oversight agency to enable direct Government to Government access to the Depot supporting material. Similarly, if the Contractor requires audit or oversight support from a Government organization, such as DCAA or DCMA, such support may be requested from the Contracting Officer.
- (j) The Contractor and the Depot have agreed to utilize the processes of Article 13, Resolution of Disputes and Disagreements, of the PA to resolve issues that may arise between them during performance under this Contract. However, any disagreement between the Contractor and the Contracting Officer, or the Contracting Officer's technical representative(s), will be resolved in accordance with the "Disputes" clause of this Contract. A decision under Article 13 of the PA does not alter or eliminate any rights or duties of either the Government or the Contractor provided in this Contract.
- (k) The Contractor shall protect all classified information required to be utilized in performance of this Contract in accordance with the Joint STARS Program Security Classification Guide, Section J. However, the Contractor's responsibility for the Depot's implementation is limited to ensuring they have a copy of that document. The Depot will be required to follow its own and higher headquarters security requirements in discharging its responsibilities for protection of any classified material, data, or information provided to it by the Contractor. Further, the Contractor shall not be responsible for reconciling any perceived discrepancies between the Joint STARS Program Security Classification Guide and the Depot internal procedures. Any such discrepancies shall be a matter for internal Government resolution.
- (l) The Government Furnished Supplies or Services supplied by the Depot to the Contractor are deemed to be a special form of Government property provided within the provisions of the PA. Therefore, the procedures and remedies specified in this clause or the PA shall take precedence over the Government Furnished Property clause of this Contract. Further, the Contracting Officer approves the Contractor relieving the Depot from liability for loss of or damage to property of the Government that may occur as a result of their performance of TWRs issued pursuant to the PA and specific IAs in support of this Contract. This includes property, which as between the Government and the Contractor under this Contract, is Government property, including, but not limited to, prime mission equipment or other hardware being repaired and maintained. Therefore, if the Air Force is responsible for such loss or damage, the Contracting Officer agrees to hold the Contractor harmless for such loss or damage. In the event that there are any conflicts between the terms and conditions of this Contract (other than the Government Furnished Property provisions) and any of the GFSS partnering documentation, the terms and conditions of this Contract shall prevail.
- (m) If the work to be performed by the Depot pursuant to the PA, IA and/or specific TWRs is moved by the Government to a different location, for whatever reason, or is otherwise significantly impacted by Government reorganization or consolidation, the Contractor may request, and the Contracting Officer shall make, an appropriate equitable adjustment to the Estimated Cost, Award Fee Pool, schedule, Award Fee and/or Award Term Plans or any

other provisions affected.

(n) The ability of the Depot to perform Core and SORAP work decisions for Prime Mission Equipment (PME) maintenance is predicated on the Joint STARS Program Office furnishing to the Depot specific initial operational capabilities of lay-in long lead repair parts required for organic repairs and Automated Test Programs (ATPs) required for fault isolation diagnostics on PME assets. In the event that either, or both, of these initial capabilities do not exist at the time that a TWR is issued to the Depot to perform PME maintenance, the Depot will promptly notify the Contractor, in writing, that it cannot perform the required PME maintenance work and request that either the TWR schedule be amended to a date when the capabilities will be available or alternately request that the Contractor rescind the TWR and implement another source for PME maintenance. Thereafter, the Contractor shall seek Contracting Officer direction as set forth in paragraph (h) hereof.

(o) The ability of the Depot to perform Core and SORAP work decisions for Software (S/W) Computer Program Configuration Item (CPCI) maintenance is predicated on the Joint STARS Program Office (JPO) furnishing to the Depot specific initial operational capabilities of S/W Source Code, S/W Documentation and S/W Equipment (i.e. computers). In the event that any of these initial capabilities do not exist at the time that a TWR is issued to the Depot to perform S/W CPCI maintenance, the Depot will promptly notify the Contractor, in writing, that it cannot perform the required S/W CPCI maintenance work and request that either the TWR schedule be amended to a date when the capabilities are available or alternately request that the Contractor rescind the TWR and implement another source for S/W CPCI maintenance. Thereafter, the Contractor shall seek Contracting Officer direction as set forth in paragraph (h) hereof.

(p) Any deficiency that is discovered after the Depot has performed PME maintenance pursuant to a TWR, and for which the Depot has conducted testing using the ATPs furnished by the Joint STARS Program Office, shall not be processed for corrective action as a warranty failure due to the

subsequent finding of an inability of the ATPs to adequately diagnose the specified failure mode discovered. All such deficiencies shall be excluded from either the Depot or Contractor responsibility for GFSS. Any such ATP diagnostic shortcomings shall be reported to the Contracting Officer for direction as set forth in paragraph (h) hereof. Such direction may require establishment of authorization and funding to modify the affected ATPs and/or authorization for an alternate source for performance of maintenance to the failed PME.

(q) In the providing of the GFSS by the Depot, the Depot's performance is contingent upon receiving from either Northrop Grumman Corporation (NGC) or the JPO engineering and other support functions as expressly stated in paragraph 3.2.1 of the PA. Typical engineering assistance services include, but are not limited to, the following: engineering support for Depot workloads, configuration control activities, ICS PME activities, parts sourcing, PME projects, interpretation/advice/update of technical data, Test Program Sets (TPS) updates, Technical Orders (TO) and Time Compliance Technical Order (TCTO) support, support equipment activities, engineering information/data for software required for maintenance/integrated release, equipment specialist support, programmatic workload projections, Depot capability planning for Core/SORAP/GO72E, and other functions typically provided by a weapon system Supply Management Activity Group (SMAG). In the event that the Contractor is not authorized to provide said specific engineering services, through the annual Order procedures, and the Joint STARS Program Office has not made appropriate arrangements to provide such engineering assistance services, then the Depot shall be entitled to request in writing an adjustment to the TWR schedule until such time as the Joint STARS Program Office is able to satisfy the requirement. Alternately, the Depot may opt, in writing, that the TWR be rescinded and that the Contractor obtain an alternate source for maintenance. Immediately after Depot notification, the Contractor shall seek Contracting Officer direction as set forth in paragraph (h) hereof. The engineering services cited above, for purposes of this clause, are not deemed to be GFSS.

H-907.

#### **COMMON ITEM SERVICE LEVEL AGREEMENTS (SLAs)**

JUL 2000

(a) Service Level Agreements (SLAs) will be established with the appropriate Air Force Air Logistics Centers (ALCs), the Defense Logistics Agency Inventory Control Points (ICPs), and other Department of Defense activities. These SLAs will foster a partnering relationship between the JSTARS System Program Office (SPO), the Common Item ICPs, and Northrop Grumman Corporation acting as the JSTARS Supply Chain Manager. The specific objectives of the SLAs are to:

- (1) Enhance communications between the Common Item ICPs, the JSTARS SPO, and the Northrop Grumman Supply Chain Manager
- (2) Define responsibilities of the parties
- (3) Establish the standards for Common Item support and define the metrics used to measure performance against these standards
- (4) Establish joint processes to maximize Common Item support to the Warfighter
- (5) Define the performance evaluation processes to be used

(b) The Contractor's responsibilities for establishing SLAs include supporting the JPO in contacting the Government entities, negotiating the terms of an SLA tailored to meet the needs and responsibilities of that specific Government entity, and signing the document at the conclusion of these negotiations. If, after exerting its best efforts in good faith negotiations, the Contractor is unable to achieve a mutually agreeable SLA in a timely manner, the Contractor will seek additional assistance from the JPO and shall not be adversely evaluated under the Integrated Incentive clause of this Contract or otherwise held accountable.

(c) Provided that the Contractor reasonably and diligently fulfills its responsibilities under a signed SLA, the Contractor shall not be adversely evaluated under the Integrated Incentive clause of this Contract or otherwise held accountable for adverse support impacts of Common Item ICP actions that are beyond the Contractor's span of control, whether resulting from funding shortfalls, ICP priority decisions, inability to de-capitalize Joint STARS PME spares, or other causes.

H-908. **CONTRACTOR EFFORTS TO SUPPORT ESTABLISHMENT OF DEPOT CAPABILITY** JUL 2000

Any Contractor efforts required to facilitate or otherwise establish or improve Depot capability for performing work currently determined to be Core, or that may be subsequently determined to be Core through SORAP decisions, shall be subject to separate authorization and funding.

H-909. **INTEGRATED INCENTIVES** JUL 2000

(a) Integrated Incentive Structure. This clause establishes an integrated incentives structure and process under which the Government will provide incentives to motivate excellence and continuous improvement in Contractor performance through a combination of the opportunities to earn Award Fee payments and Award Term performance period adjustments. This integrated incentives structure ensures consistency in evaluations of actual performance and appropriate balance between near-term and long-term considerations. It also minimizes the administrative burden on the Government and Contractor by avoiding duplication of evaluation structures, personnel, and reporting. Under this structure, the results of semi-annual Award Fee determinations form a significant input to the periodic Award Term evaluations and are combined with other evaluation criteria as specified in the Joint STARS TSSR Award Term Plan.

(b) **Award Fee:**

(1) Available Award Fee. In addition to the profit/fee as may be set forth elsewhere in the Contract, the Contractor may earn a total Award Fee amount of up to (insert dollar amount) on the basis of performance during the evaluation periods. (The total dollar amount Award Fee available for

each performance period shall be identified in each Order, or modification thereto, as prescribed in Section H-901, Ordering Procedures.)

(2) 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). The FDO makes the final decision of the Award Fee amount earned based on the Contractor's performance during each semi-annual Award Fee evaluation period, which in turn determines a portion of the points earned in the annual Award Term evaluation process.

(3) Award Fee Plan. The qualitative evaluation criteria and associated grades, as well as the quantitative criteria and associated scoring system, are specified in the Joint STARS TSSR Award Fee Plan. The semi-annual evaluation periods with the associated Award Fee Pool amounts and qualitative and quantitative performance criteria are also specified in the Joint STARS TSSR Award Fee Plan. The FDO-approved Joint STARS TSSR Award Fee Plan is located in Section J to this Contract.

(4) Modification of Award Fee Plan. Changes to the Joint STARS TSSR Award Fee Plan will be made by bilateral agreement. Where the Government desires a change to the Award Fee Plan and a mutual agreement cannot be reached, the Government and Contractor agree that the Contracting Officer will implement the change, pending closure through the Alternate Disputes Resolution process cited in Clause H-943. Where the Contractor desires a change to the Award Fee Plan and a mutual agreement cannot be reached, the Government and Contractor agree that the Contracting Officer will not implement the change, pending closure through the Alternate Disputes Resolution process cited in Clause H-943.

(5) Self-Evaluation. The Contractor will 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 completed semi-annual evaluation period. This self-evaluation shall not exceed 15 pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period. The Contractor will brief the self-evaluation to the AFRB at the beginning of its deliberations, and will be provided the opportunity to brief the FDO before a final determination on Award Fee is made. The Contractor's self-assessment briefing may not exceed one-half hour in length, excluding time for questions and answers.

(6) Determination and Methodology. The determination and methodology for determining the Award Fee amount are unilateral decisions made solely at the discretion of the Government.

(7) Award Fee Payment.

(i) Award Fee is not subject to the allowable cost and payment or termination clauses of this Contract.

(ii) The Contractor may bill for the Award Fee immediately upon receipt of the Contracting Officer's unilateral Order authorization document for payment of the Award Fee amount earned in each semi-annual evaluation period.

(c) **Award Term:**

(1) Award Term Adjustments. The Government may extend the initial six-year Contract performance period on the basis of Contractor performance. When awarded, annual adjustments will be in positive or negative yearly increments. The total of all such adjustments will not exceed sixteen years, resulting in a total Contract performance period of not less than six years nor more than twenty-two years plus the Transition Period between Contract award and 31 OCTOBER 2000. The Contract performance period may be unilaterally modified to reflect the Term Determining Official (TDO) decisions.

(2) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB, for which membership will be the same as the AFRB, recommends Award Term points to the TDO who makes the final determination of the Award Term points based on the Contractor's performance during each annual Award Term

evaluation period.

(3) Award Term Plan. The evaluation criteria, performance criteria, and associated point allocations, ranges and weightings are specified in the Joint STARS TSSR Award Term Plan. The annual evaluation periods with the associated cumulative positive or negative points resulting in Award Term adjustments, or implementation of the off-ramp, are also specified in the Joint STARS TSSR Award Term Plan. The off-ramp process will commence whenever the Contractor has failed to earn additional Award Term periods and there are only two remaining performance periods authorized for the Contract term. The TDO-approved Joint STARS TSSR Award Term Plan is located in Section J to this Contract.

(4) Modification of Award Term Plan. Changes to the Joint STARS TSSR Award Term Plan will be made by bilateral agreement. Where the Government desires a change to the Award Term and a mutual agreement cannot be reached, the Government and Contractor agree that the Contracting Officer will implement the change, pending closure through the Alternate Disputes Resolution process cited in Clause H-943. Where the Contractor desires a change to the Award Term Plan and a mutual agreement cannot be reached, the Government and Contractor agree that the Contracting Officer will not implement the change, pending closure through the Alternate Disputes Resolution process cited in Clause H-943.

(5) Self-Evaluation. The Contractor will submit to the Contracting Officer, within five (5) working days after the end of each annual Award Term evaluation period, a brief written self-evaluation of its performance for that completed period. This self-evaluation shall not exceed fifteen (15) pages. This self-evaluation will be used in the ATRB's evaluation of the Contractor's performance during the completed annual period. The Contractor will brief the self-evaluation to the ATRB at the beginning of its deliberations, and will be provided the opportunity to brief the TDO before a final determination on Award Term points is made. The Contractor's self-assessment briefing may not exceed one-half hour in length, excluding time for questions and answers.

(6) Determination and Methodology. The determination and methodology for determining the Award Term points are unilateral decisions made solely at the discretion of the Government.

(7) Adjustment Limitations. If at any time after a TDO decision, the cumulative points awarded do not earn adjustment of at least two years beyond the then current performance period, then the off-ramp process may be initiated. The off-ramp process will entail a transition period during which the Government will execute an acquisition strategy to remove, not later than the end of the off-ramp period, all activities "not-inherently sole source" to Northrop Grumman." In such event, the operation of the Joint STARS TSSR Award Term Plan will cease, except as may be revised by bilateral agreement appropriate for any compelling need requiring continued performance under the Contract.

(d) Contractor Off-ramp Responsibilities. The off-ramp process will be initiated if, at the conclusion of an annual evaluation period and the TDO's decision, there are only two (2) years of term remaining on the contract. The off-ramp process will entail a two-year transition period during which the Government will execute an acquisition strategy to remove, not later than the end of the off-ramp period, all activities "not-inherently sole source to Northrop Grumman." The contractor's responsibilities under an off-ramp shall include:

(1) provide data (as necessary) for the acquisition planning process and the selection of replacement contractors;

(2) cooperation with the Government to effect the off-ramp (to include non-interference with Government interface and negotiations with contractors currently or previously participating at any tier under this contract; and

(3) cooperation with any new contractors selected by the Government during the final calendar quarter of the off-ramp term. The contractor's performance during an off-ramp may affect the amount of any award fee to be paid and will be reflected in the Contractor Performance Report (CPARs) for this contract.

H-910.

#### **AWARD FEE POOL ADJUSTMENTS**

JUL 2000

Any adjustments required to the Award Fee Pool resulting from changes in authorized work scope, such as, but not limited to that described in H-913, H-914, and H-924 will be provided by modification to the Order within an expeditious manner (nominally within thirty (30) days from the Contractor submittal of a request for equitable adjustment in accordance with those clauses). Such adjustments shall not delay the payment of Award Fees otherwise payable in accordance with the Joint STARS TSSR Award Fee Plan incorporated herein in Section J.

H-911.

#### **LIMITATIONS ON AWARD FEE AND AWARD TERM PLAN EFFECTIVITY**

JUL 2000

(a) The Joint STARS TSSR Award Fee Plan and the Joint STARS TSSR Award Term Plan incorporated in this Contract have been structured to provide for flexibility in their application over a reasonable range of annual budgets, operation tempo, and number of aircraft in the Joint STARS fleet during the period of performance. However, the Parties recognize that quantitative measurements, criteria, and resulting award determinations under these Plans cannot reasonably be applied over an unlimited range of potential outcomes. Therefore, it is agreed that the effectivity of these Plans assumes an average annual 3400 CLS budget for CLINs XX01 through XX03 of not less than \$60 Million or more than \$100 Million unadjusted for annual economic inflation factors, an operations tempo of not less than 600 nor more than 860 average annual flying hours per aircraft, and the planned growth of the Joint STARS aircraft fleet to at least fifteen (15) Joint STARS E-8C aircraft in March 2003.

(b) In the event that actual budgets, operations tempo, or number of aircraft vary outside of the specified ranges, the Parties agree to enter into good faith negotiations to equitably adjust the Joint STARS TSSR Award Fee and Joint STARS TSSR Award Term Plans to take into account the impact of such deviation from current assumptions stated above.

(c) The following formula shall be used in calculating the average annual flying hours per aircraft as contemplated in paragraph (a) above.

Average Annual Flying Hours per Aircraft = AAFHPA

Number of Aircraft Months =  $\frac{P1 \text{ Time (mo)}}{12 \text{ mos.}} + \frac{P2 \text{ Time (mo)}}{12 \text{ mos.}} + \frac{P3 \text{ Time (mo)}}{12 \text{ mos.}} + \dots + \frac{Pn \text{ Time (mo)}}{12 \text{ mos.}}$

Therefore, the formula is as follows:

**AAFHPA = (Total Flying Hours P1 + P2 + P3 + .....Pn) / Number of Aircraft Months**

H-912. **ADJUSTMENT OF INTEGRATED INCENTIVES FOR AIRCRAFT PROGRAMMED DEPOT MAINTENANCE (PDM) PERFORMANCE** JUL 2000

(a) In accordance with Clause F-900, entitled Delivery Schedule For Aircraft Receiving Depot Level Maintenance (Type C1, C2, C3 or C4 and/or WSIP) / Inspection, and subject to the receipt of annual authorization through Orders, input of E-8 Joint STARS aircraft for Programmed Depot Maintenance is anticipated to be in accordance with the following input schedule for Performance Periods 01 and 02:

<b>PERFORMANCE PERIOD 01</b>			<b>PERFORMANCE PERIOD 02</b>		
<b>AIRCRAFT (TAIL #)</b>	<b>DLM TYPE</b>	<b>INPUT DATE</b>	<b>AIRCRAFT (TAIL #)</b>	<b>DLM TYPE</b>	<b>INPUT DATE</b>
T1 (#86-0416)	C2/W	January 2001	P1 (#92-3289)	C4	February 2002
P3 (#93-0597)	C2	March 2001	P10 (#96-0043)	C3	January 2002
P5 (#94-0284)	C1/W	July 2001	P4 (#93-1097)	C2	August 2002

Additional PDM input schedules will be inserted during the biennial Contract update process as contemplated by Clause H-905, Contract Pricing and Budget Updates.

(b) Actual input dates will be agreed upon not less than thirty (30) days prior to induction and shall be calculated in accordance with section F-900 for purposes of measuring "Deviation In Total Aircraft Possessed Days" in accordance with the Section J, Joint STARS TSSR Award Fee Plan..

(c) In the event an aircraft arrives more than thirty (30) days after the scheduled input date but is input during the period of performance originally anticipated, any additional cost occasioned by the late input will not be considered in the evaluation of the actual cost of performance versus "Cost Performance To Contract Estimate" in the Award Fee evaluation area set forth in the Section J, Joint STARS TSSR Award Fee Plan. The contractor shall take all reasonable actions to mitigate increased costs attributable to late aircraft input.

(d) In the event that the time required to complete any PDM Over and Above (O&A) effort extends the aircraft beyond the scheduled output date for Programmed Depot Maintenance, the calculation of Total Aircraft Possessed Days will be adjusted consistent with such extension for purposes of measuring "Deviation In Total Aircraft Possessed Days" in accordance with Section J, Joint STARS TSSR Award Fee Plan. The Contractor shall notify the Government, prior to approval of any work that would result in an impact to the PDM scheduled output date. Any such extension must be authorized pursuant to Clause F-900. In the event that correction of the discrepancy would impact output schedule and is not a Safety of Flight or a Mandatory Time Compliance action, the Contractor will have the option to disposition the discrepancy as "Noted But Not Corrected" (NBNC). A listing of all discrepancies dispositioned as NBNC will be provided at the time that the PDM aircraft is returned to the 93<sup>RD</sup> ACW in order to remedy the noted NBNC discrepancies following aircraft return. Further, in the event the cumulative value of PDM O&A work greater than 40 hours per each O&A exceeds 2,500 hours of hands-on labor, in accordance with Clause H-913, the Contractor for purposes of measuring "Deviation In Total Aircraft Possessed Days," in accordance with the Section J, Joint STARS TSSR Award Fee Plan, will be entitled to an equitable adjustment subject to the provisions of Clause H-913, if required.

(e) In accordance with Clause F-900, when delay in a required Functional Check Flight (FCF) is caused by inclement weather or lack of Government flight crew, the calculation of Aircraft Possessed days will be adjusted consistent with such delay for purposes of measuring "Deviation In Total Aircraft Possessed Days" in accordance with Section J, Joint STARS TSSR Award Fee Plan.

(f) PDM O&A work for correction of discrepancies exceeding, in the aggregate, 200 hands-on labor hours, found while conducting a FCF or during flight line operations that should not have been discovered during previous work, may also necessitate an adjustment to the calculation of Aircraft Possessed days as specified above. Such adjustment shall only apply with respect to work exceeding 200 hands-on labor hours. Pursuant to Clause F-900(c), requests for such extensions must be presented to the Government prior to accomplishment of the work requiring the extension, rather than after the fact, and within the first six hours of the next business day following discovery of the deficiency conditions.

H-913. **PDM OVER AND ABOVE WORK PROCEDURES** JUL 2000

(a) In order to minimize the level of effort associated with the administration of Programmed Depot Maintenance Over and Above (PDM O&A) activities, the parties have agreed to establish an Estimated Cost for an agreed level of PDM O&As. All PDM O&A direct hands-on labor that fall within a 40 hour hands-on labor threshold per individual O&A Work Request are included in the PDM subcontracted effort for each PDM. O&A direct material is excluded from the PDM Subcontractor price for each PDM. Accordingly, the Estimated Cost established hereunder includes only the direct hands-on labor cost required for correction of any maintenance discrepancies that exceed 40 hours hands-on labor per O&A Work Request and all PDM O&A direct material required for each PDM. As such, a second threshold has been established for those discrepancies that will exceed the 40 hours hands-on labor threshold per individual O&A Work Request. These thresholds are 2,500 total additional hands-on labor hours and \$200,000 O&A direct material for each PDM, resulting in an additional Estimated Cost for the variable work required to be performed for each PDM. These second threshold Estimated Costs are subject to either upward or downward adjustment based on the actual experienced hands-on labor hours and direct material dollars expended for PDM O&A work. Adjustments will be made using the PDM O&A Composite Wrap Rate and the PDM O&A Material Burden Factor cited in Table B-2 of the Menu of Services price table, incorporated in Section J, for each PDM in each performance period. The Award Fee Pool will be increased or decreased accordingly, based on the price adjustment procedure stated above and in paragraph f below.

(b) Definitions:

(1) Over and Above (PDM O&A) Work - Any maintenance discrepancy discovered during Programmed Depot Maintenance work that requires direct material and/or more than 40 hours of direct "hands-on" labor to correct.

(2) Hands-on Labor - Direct hands-on labor is limited to the time that the mechanic or shop floor worker physically expends to effect the PDM O&A repair. Direct hands-on labor does not include the mechanic time to: (A) move work stands, (B) obtain direct O&A material, indirect material, tooling repair instructions or work instructions, (C) clean around work areas, (D) time while waiting for quality inspection, (E) work breaks or personal hygiene, or (F) other time as may be incurred by the mechanic while not physically performing the actual O&A work.

(3) Direct O&A Material – Direct O&A Material is limited to parts or materials that are purchased, supplied, manufactured or fabricated by the

Contractor for the sole purpose of incorporating them into or making them a part of the end products, or components thereof, that are required to effect the PDM O&A repair. Aircraft fuel, oil and lubricants (e.g., POLs) are GFP pursuant to Clause H-916. Purchased services or inter-divisional work are also treated as Direct O&A Material when they are expressly required for accomplishment of the authorized O&A work. All factory chemicals, compounds, indirect materials and tools, cleaning and clean-up materials, and all other similar items of an indirect operational nature that may be used or consumed in the accomplishment of the O&A repairs are excluded.

(4) PDM O&A Composite Wrap Rate - This is the labor rate established in Section J, Menu of Services, Table B-2 price table in each performance for each PDM that will be used to adjust the additional Estimated Cost for PDM Labor O&As either upward or downward to account for actual expenditures either in excess of or less than the 2,500 total hands-on labor hours PDM O&A threshold for each PDM as established by the PDM O&A Additional Estimated Labor Cost in Table B-1 of the Menu of Services price table, incorporated in Section J, for each PDM in each performance period. PDM O&A efforts that fall within 40 hour hands-on labor threshold for each PDM O&A Work Request are excluded since they are already in the PDM Subcontractor's price. The PDM O&A Composite Wrap Rate will be applied to only those hands-on labor PDM O&A Work Requests required to adjust the 2,500 hands-on labor threshold exclusive of the PDM Subcontractor's 40-hour threshold per PDM O&A Work Request. The PDM O&A Composite Wrap Rate has been developed based on factoring in all direct costs such as supervision, quality control or engineering and all direct administration costs (e.g. estimating, budgeting, purchasing) required to support the direct hands-on labor.

(5) PDM O&A Material Burden Factor - This is the material factor established in Section J, Menu of Services, Table B-2 price table in each performance for each PDM that will be used to adjust the additional Estimated Material Cost for PDM Material O&As either upward or downward to account for actual expenditures either in excess of or less than the \$200,000 total direct material dollars threshold for each PDM as established by the PDM O&A Additional Estimated Material Cost in Table B-1 of the Menu of Services price table, incorporated in Section J, for each PDM in each performance period. All PDM O&A direct material costs are excluded from the PDM Subcontractor's price for performance of each PDM.

(6) PDM O&A Estimated Cost Adjustment - This is a one time adjustment to each PDM authorized by the Order to the PDM O&A Additional Estimated Cost for each PDM to account for the difference between the hands-on direct labor and direct material thresholds included in the Order from Table B-1 of the Menu of Services price table, incorporated in Section J, for the PDM O&A Additional Estimated Cost for each PDM and the actual the hands-on direct labor and purchased direct material expenditures, either upward or downward for each PDM. This adjustment mechanism is required owing to the variable nature of work for each PDM O&A, and serves to reduce the administrative costs associated with processing individual PDM O&A Work Requests to the Contracting Office for every variable work scope element of PDM O&A cost.

(7) Estimated Cost as used herein when referring to adjustments, is intended to include a corresponding adjustment to the Award Fee Pool for each PDM.

(c) Responsibility for PDM O&A Work - The Contractor is responsible for determining if a discrepancy that is written up by the PDM Subcontractor is in fact a PDM O&A in accordance with the definition established in (1) above. The Contractor is also responsible for acceptance of each PDM O&A upon its completion. Negotiation of the hands-on labor hours and negotiation/approval of direct materials for each PDM O&A, shall be conducted between the Contractor and the PDM Subcontractor.

(d) Administration of PDM O&As - It is the intent that the Contractor approve the PDM Subcontractor PDM O&A's during the work shift in which they are presented, but in no event later than 48 hours after submittal for approval. If a PDM O&A will cause a Work Stoppage, and it is agreed that the work is required, and agreement is not reached on the cost to remediate the discrepancy, the Contractor will authorize repair at the direct hands-on labor hours specified in the PDM O&A Work Request, on a Not To Exceed (NTE) basis. The PDM Subcontractor will proceed with the repair, and notify the Contractor prior to 80% of the specified number of hours being expended. At that juncture, the parties will mutually agree on the remaining number of direct hands-on hours required to complete the PDM O&A repair. If such mutual agreement is still not possible, a revised direct hands-on labor NTE

hour ceiling will be authorized and the foregoing process will be repeated. When it is determined that PDM O&A direct material is required, the PDM Subcontractor shall submit a PDM O&A Work Request identifying the PDM O&A direct material required. The PDM O&A shall identify the part number, nomenclature, quantity, and provide a NTE Price for the required PDM O&A direct material. If the Contractor concurs with the requirement, the PDM O&A Work Request will be authorized and the PDM Subcontractor will proceed to acquire such PDM O&A direct material. The PDM O&A direct material shall be reimbursed at the actual cost for the authorized direct material, including the PDM Subcontractor's PDM O&A material burden factor. However, such reimbursement by the Contractor to the PDM Subcontractor will be limited to the NTE Price approved for the PDM O&A Work Request, unless an adjustment to such NTE Price has been mutually revised prior to PDM Subcontractor acquiring such PDM O&A direct material. The Contractor reserves the right to furnish the PDM O&A direct material or to authorize the PDM Subcontractor to proceed with acquiring the PDM O&A direct material based on the Contractor's direction. To facilitate prime Contract administration typically associated with PDM O&A's, the only approval process required for work within the established thresholds will be based on whether or not the work is in fact required, and whether or not the work exceeds the 40 hour hands-on labor threshold per O&A Work Request included in the PDM Subcontractor's price for performing each PDM. Orders for each PDM O&A will be adjusted, upward or downward, upon completion of the PDM work, based upon the difference between the 2,500 total hands-on labor hours and the \$200,000 material threshold amounts when compared to the actual direct hands-on labor, in excess of the PDM Subcontractor's 40-hour hands-on labor obligations, and the actual direct material amounts experienced times the applicable PDM O&A Composite Wrap Rate or PDM O&A Material Burden Factor.

(e) The PDM O&A rates/factors to be used for adjustments are as set forth in Table B2 of the Menu of Services price table, incorporated in Section J, for each PDM O&A in each performance period.

(f) The following is a sample equitable adjustment calculation: (all values are notional)

PDM O&A hands-on labor <u>Hours Estimated</u>	Actual hands-on PDM <u>O&amp;A Labor Hours Incurred</u>	Hours Over/ (Under)	Over and Above <u>Labor Rate</u>	Order Est. Cost <u>Adjustment</u>	Award Fee Pool <u>Adjustment</u>
2,500	3,000	500	\$120.00/hr.	\$60,000	\$6,000
PDM O&A Direct Material <u>Estimated</u>	Actual Direct Material <u>Incurred</u>	Mat'l Over/ (Under)	PDM O&A Mat'l <u>Burden Factor</u>	Order Est. Cost <u>Adjustment</u>	Award Fee Pool <u>Adjustment</u>
\$200,000	\$190,000	(\$10,000)	125%	(\$12,500)	(\$1250)
Del. Order Equitable Adj.				\$47,500	
Funds Reserved for Award Fee Pool Adjustment.					\$4,750

(g) For billing purposes, costs incurred in excess of the above PDM thresholds for hands-on labor and/or direct material, but prior to definitization of the Estimated Cost Equitable Adjustment for each PDM as provided herein, are deemed to be allowable, allocable cost hereunder except that the Government shall not be liable for payment of any Invoice that will exceed the aggregate Order Estimated Cost.

H-914.

**UNSCHEDULED (DROP-IN) DEPOT LEVEL MAINTENANCE**

JUL 2000

(a) The Estimated Cost and Award Fee Pool established in Section B, for CLIN XX02 and Section J, Joint STARS TSSR Award Fee Plan, provide for Contractor support of unscheduled (drop-in) depot level maintenance. Since the level of drop-in maintenance activity cannot be determined for the entire term of this Contract, the parties have agreed to establish a base level of 1,000 hands-on labor hours and \$25,000 of direct material cost to support this type of activity during each annual Order performance period, which if exceeded or not attained, will result in an equitable adjustment to both the Estimated Cost and Award Fee Pool of the affected Orders issued under this Contract. The equitable adjustment will be calculated using the negotiated Drop-In Maintenance Hands-On Labor Rate and the Drop-In Maintenance Direct Material Burden Factor as set forth in Table B-2 of the Menu of Services price table, incorporated in Section J, for each Drop-in Maintenance required during each performance period. The Award Fee Pool will be increased or decreased accordingly, based on the price adjustment procedure stated below.

(b) The following is a sample equitable adjustment calculation: (all values are notional)

Drop in Mx hands-on labor <u>Hours Estimated</u>	Actual hands-on Mx <u>Labor Hours Incurred</u>	Hours Over/ (Under)	Over and Above <u>Labor</u> <u>Rate</u>	Order Est. <u>Cost</u> <u>Adjustment</u>	Award Fee Pool <u>Adjustment</u>
1,000	600	(400)	\$150.00/hr.	(\$60,000)	(\$6,000)

Drop in Mx Direct Material <u>Estimated</u>	Actual Direct Mx <u>Material Incurred</u>	Mat'l. Over/ <u>(Under)</u>	PDM O&A Mat'l <u>Burden Factor</u>	Estimated Cost <u>Adjustment</u>	Award Fee Pool <u>Adjustment</u>
\$25,000	\$30,000	\$5,000	125%	\$6,250	\$625
Order Equitable Adj.				(\$53,750)	
Funds Reserved for Award Fee Pool Adj.					(\$5,375)

(c) For billing purposes, costs incurred in excess of the above Drop-In Maintenance thresholds for hands-on labor and/or direct material, but prior to definitization of the Estimated Cost Equitable Adjustment for annual Drop-In Maintenance as provided herein, are deemed to be allowable, allocable cost hereunder except that the Government shall not be liable for payment of any Invoice that will exceed the aggregate Order Estimated Cost.

H-915. **END ITEMS BEYOND ECONOMICAL REPAIR** JUL 2000

(a) "Economically Repairable End Items" are defined as end items which can be restored to a serviceable condition in accordance with the applicable requirements, when costs of repair will not exceed seventy-five (75%) percent of the affected item current replacement value at the time of any BER designation. If the Contractor estimates the total cost of the repair and/or overhaul of any end item received will exceed the above percentage of the current replacement value, the Contractor shall promptly notify the Administrative Contracting Officer in writing and shall not perform further services on any such items except at the direction of the Administrative Contracting Officer. Upon receipt of the written notification that a particular item is not repairable, the Contractor shall dispose of the unit in the manner directed by the Administrative Contracting Officer.

(b) The Procuring Contracting Officer may authorize the Contractor, through the Administrative Contracting Officer, to exceed the percentage of the current replacement value in subparagraph (a) above when an item is in critical supply status.

H-916. **AIRCRAFT CONSUMABLES** JUL 2000

Notwithstanding any other provisions of this Contract to the contrary, all aircraft fuel, oil, and lubricants (e.g., POLs) required for Joint STARS flight activities shall be provided by the Government as GFP. Fuel, oil, and lubricants (e.g., POLs) shall be provided regardless of the location of the flights performed.

H-917. **FEDERAL AVIATION ADMINISTRATION (FAA) REQUIREMENTS** JUL 2000

(a) The Contractor shall employ or have available, as required, qualified personnel who as Designated Engineering Representatives (DER) or Designated Alteration Station (DAS) representatives can determine compliance with applicable airworthiness requirements of the Federal Aviation Administration (FAA) regulations. These representatives of the FAA will be certified under the provisions listed in Part 183 Title 14 (Aeronautics and Space) of the Code of Federal Regulations or the provisions of Federal Aviation Administration Regulations Part 21, Sub-Part M.

(b) The Contractor shall designate and maintain throughout the period of performance of the Contract a focal point for control and coordination of all FAA related activities.

(c) Design approval of installations which are not a part of the basic type design (i.e., the Boeing 707-300 series aircraft) shall be in accordance with the provisions set forth elsewhere in this Contract.

(d) The Government has established these FAA requirements to ensure that repair and refurbishment efforts (including implementation of Service Bulletins and Airworthiness Directives) related to the basic 707 aircraft be accomplished in a manner that does not degrade the airworthiness of the basic aircraft. The Government does not intend to obtain, nor require the Contractor to obtain, a supplemental type certificate for the E-8C Joint STARS aircraft.

(e) Authority to grant deviations from the FAA-approved type design which occur during this Contract effort is reserved to the Contracting Officer.

H-918. **RESPONSIBILITY FOR SCHEDULED AND UNSCHEDULED MAINTENANCE PERFORMED AT AIRCRAFT MAINTENANCE SUBCONTRACTOR'S FACILITY** JUL 2000

(a) The Contractor is responsible for oversight of all PDM or Drop-In Maintenance effort performed by the Aircraft Maintenance Subcontractor. As a minimum, Contractor Procurement, Engineering, and Quality personnel will be present at the Aircraft Maintenance Subcontractor's facility during performance of each PDM or Drop-In Maintenance effort.

(b) The Defense Contract Management Agency (DCMA) may invoke its right to monitor work at any time during the PDM or Drop-In Maintenance effort process at the Aircraft Maintenance Subcontractor's facility. The Contractor's representatives will cooperate with the DCMA representatives on site. All

DCMA interface with the Aircraft Maintenance Subcontractor will be through the Contractor, who will be responsible for all coordination with the Aircraft Maintenance Subcontractor. Any corrective actions required of the Aircraft Maintenance Subcontractor will be issued by DCMA to the Contractor and the Contractor will assure that the Aircraft Maintenance Subcontractor undertakes such corrective actions.

(c) The Prime Contractor is ultimately responsible for oversight (custody and protection) of the aircraft during PDM or Drop-In Maintenance at the Aircraft Maintenance Subcontractor's facility. The Contractor is authorized to flow down the Ground and Flight Risk clause, DFARS 252.228-7001, and Limitation of Liability clauses FAR 52.246-23 and FAR 52.246-24, to the Aircraft Maintenance Subcontractor.

H-919.

**WARRANTY FOR AIRCRAFT WHICH RECEIVE SCHEDULED OR  
UNSCHEDULED DEPOT LEVEL MAINTENANCE.**

JUL 2000

(a) Definitions:

(1) "Acceptance" as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as agent of another, ownership of existing and identified depot level maintenance supplies, or approves specific depot level maintenance services rendered, as partial or complete performance of the Order. It includes the execution of an official document (e.g. DD Form 250 or Certificate of Contract Compliance) by an authorized representative of the Government.

(2) "Correction" as used in this clause, means the correction of a defect.

(3) "Supplies" as used in this clause, means the end items furnished by the Contractor during depot level maintenance and related depot level maintenance "services" rendered by the Contractor as required by the Order. The word does not include "data."

(4) "Defect" as used in this clause, means any condition or characteristic in any depot level maintenance supplies or services furnished by the Contractor under the Order that is not in compliance with the requirements of the Order.

(5) "Acceptance of the aircraft" as used in this clause, means Acceptance of the depot level maintenance work required for the aircraft under the Order as evidenced by successful completion of an Operational Check Flight (OCF) by the 93<sup>rd</sup> ACW.

(b) Obligations and remedies:

(1) Notwithstanding Inspection and Acceptance by the Government of depot level maintenance supplies and services furnished under the Order, pursuant to FAR 52.246-3 and FAR 52.246-5 the Contractor warrants that for 180 days after the Acceptance of the aircraft:

(i) All depot level maintenance supplies and services, including "Over and Above" maintenance, provided under the Order shall be free from defects in material and workmanship and will conform with the depot level maintenance work requirements of the Order; and

(ii) With respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work performed during the depot level maintenance.

(2) The Contractor shall annotate the AFTO Form 781, Aerospace Vehicle Flight Data Document, or other record cited on the Order, for each aircraft with a statement that the depot level maintenance work performed by the Contractor under the Order is warranted, the date the warranty expires, and the date by which the Contractor must be notified of the existence of any defects covered by the warranty.

(3) If the Contracting Officer determines that a defect exists in any of the depot level maintenance supplies or services accepted by the Government under the Order, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, but no later than 180 days after acceptance of the aircraft, for any breach of warranties and the Government's decision for corrective action. The written notice shall:

(i) Require of the Contractor, the prompt correction or replacement of depot level maintenance supplies or re-performance of defective depot level maintenance services not conforming with paragraph (b)(1) above, and require a written response from the Contractor within 60 days with adequate supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken, or

(ii) Advise that the Government has chosen to retain and correct the nonconforming depot level maintenance supplies or services and charge the Contractor for the Government cost for such correction or make an equitable adjustment in the Order monetary values.

(4) The choice by the Government to require correction/replacement/re-performance rather than charge the Contractor for the cost of such correction or make an equitable adjustment in the Order monetary values is at the Government's discretion. If the Government takes this course of action, the Contracting Officer shall, within 30 days after receipt of the Contractor's recommendation for corrective action with adequate supporting information, give the Contractor written notice not to correct the defects, or to correct or partially correct, the defects within a reasonable time.

(5) The Contractor will be given advance notice of the defects that the Government has chosen to correct. The Contractor will have the opportunity to inspect the defects, at the location of the aircraft, prior to Government corrective action. Absence of the advance notice and opportunity to inspect the defects prior to Government corrective action will void the Government's rights under paragraph (b)(3)(ii), above.

(6) When notified of breach of warranty under paragraph (b)(3)(i), above, and within the time established by the notice, the Contractor shall submit a written recommendation for corrective action, including use of Contractor field team or return of the aircraft to the Contractor's depot level maintenance facility. If the Contractor disagrees, the written recommendation shall also include facts and circumstances supporting the Contractor's doubt or disagreement with the breach of warranty. The Contractor shall comply with the direction of the Contracting Officer for the corrective action. As additional information becomes available, the Contractor shall supplement or revise in writing the previous submissions documenting doubt or disagreement with the breach of warranty decision. If it is later determined that the Contractor did not breach the warranty, the Contracting Officer will equitably adjust the Order monetary values.

(7) When the Contractor's recommendation to use the Contractor's field team for corrective action is accepted by the Government, pursuant to the provisions of FAR 52.246-3 and/or 52.246-5 within the limitations of FAR 52.232-20 and/or FAR 52.232-22, the Contractor shall be responsible for the costs of the field team.

(8) When the Contractor's recommendation to return the aircraft to the Contractor's depot level maintenance facility is accepted by the Government, the Contractor shall be responsible for the costs to the Government for reinput and return to Base of the affected aircraft pursuant to the provisions of Clause H-916, FAR 52.246-3 and/or 52.246-5 within the limitations of FAR 52.232-20 and/or FAR 52.232-22.

(9) All corrected depot level maintenance supplies or services, in connection with the corrective action performed by the Contractor, shall be subject to all provisions of this clause to the same extent as those initially accepted, and warranted for the unexpired portion of the original warranty period commencing with the date of Acceptance of the depot level maintenance supplies or services less the time elapsed through the date of the Government notice of the breach of warranty as required by paragraph (b)(3) above.

(10) Failure to agree on any determination made under this clause shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause of this Contract.

(11) The rights and remedies of the Government provided by this clause are in addition to, and do not limit, any rights of the Government under any other clause of this Contract.

(c) Recognizing the unique nature of this Contract for acquisition of TSSR services and the probability that the Contractor using Best Value practices

may issue Fixed Price purchase orders for performance of depot level maintenance supplies or services, the warranty provisions contained in the Fixed Price purchase orders issued by the Contractor may give rise to superior warranty obligations and remedies than those cited in paragraph (b) above. Therefore, in the event of any conflict between the obligations of paragraph (b) hereof for Government cost liability as opposed to Subcontractor responsibility for such costs through the terms and conditions of the Contractor's purchase order with the Subcontractor, the Contractor shall not charge the Order for any warranty costs that are otherwise the responsibility of the Subcontractor. Any adjustment to the Order monetary value for relief from the Subcontractor warranty obligations contained in paragraph (b)(3) above shall be included in the adjustment calculations by the Contractor and the Government. Any costs incurred by the Contractor in performance of warranty work for the Subcontractor, under paragraph (b)(7) above, that are a responsibility of the Subcontractor under the terms and conditions of the Contractor's purchase order with the Subcontractor, shall be cost segregated by the Contractor and excluded from the Order cost of performance. In the event that the Contractor is unsuccessful in sustaining its claim for cost recovery, for work performed under paragraph (b)(7) above, with the Subcontractor; thereafter such cost, or any portion thereof, shall be allowable and allocable to the Order pursuant to the provisions of FAR 52.246-3 and/or 52.246-5 within the limitations of FAR 52.232-20 and/or FAR 52.232-22. The Contractor will include a 30 day notification period on top of the 180 warranty period to permit communication flow-down from the Contractor to the PDM Subcontractor of any Contracting Officer warranty breach notices issued within the 180 day warranty period as prescribed in paragraph (b)(3) above.

H-920.

**ACQUISITION OF DIRECT PARTS/MATERIALS FROM THE SUPPLY CHAIN MANAGEMENT (SCM) FACILITY**

JUL 2000

During the term of this Contract and when authorized by individual annual Orders for each performance period, the Contractor will acquire/manage all SCM direct parts and materials required for Joint STARS maintenance through the Supply Chain Management (SCM) facility operated by the Contractor's SCM Subcontractor. The Government shall not be liable for SCM direct parts and material costs until SCM direct parts and material have been issued from the SCM facility to the requisitioning authority. Title to all SCM direct parts and material inventory shall remain with the SCM Subcontractor until SCM direct parts and material have been issued from the SCM facility to the requisitioning authority. Costs for SCM direct parts and material after issuance from the SCM facility are allowable, allocable costs reimbursable under CLIN XX02 of the individual orders.

H-921.

**VANISHING MATERIALS AND DIMINISHING MANUFACTURING SOURCES (DMS)**

JUL 2000

Subject to the receipt of annual authorization through the Order process, this Contract requires that the Contractor will develop and manage a Joint STARS DMS program to identify and forecast DMS potential problems. Implementation of DMS solutions will be accomplished when separately authorized in accordance with Contract provisions. Any impact on the Contractor's performance metrics resulting from the Government's failure to authorize implementation of proposed DMS solutions recommended by the Contractor shall not adversely affect Award Fee or Award Term evaluations.

H-922.

**LEASE OF DIRECT PARTS/MATERIALS**

JUL 2000

The Government may during the term of this Contract, require that the Contractor provide major high cost, direct parts/materials, not subject to normal attrition, on a lease basis. The PCO will request the Contractor to submit a proposal pursuant to Clause H-901(k) on a case-by-case basis and will be compensated for such leased parts/materials in accordance with the pricing arrangement mutually established between the Parties that will also be

incorporated into the lease arrangement.

H-923. **COMMERCIAL WARRANTIES**

The Contractor will provide ALL manufacturer's commercial warranties on components to the Administrative Contracting Officer PRIOR to acceptance by the Government of the components. This clause does NOT require any warranties except when the manufacturer warrants its products.

H-924. **DEPLOYMENTS** JUL 2000

(a) The Estimated Cost and Award Fee Pool established in Section B, for CLIN XX02 and Section J (Award Fee Plan) provide for Contractor support of both CONUS and OCONUS deployments. A finite number of deployments could not be determined for the entire term of this Contract. Therefore, the following level of deployment activity, which if exceeded or not attained, may result in an equitable adjustment (downward or upward) to the Estimated Cost and Award Fee Pool of each affected Order issued under this Contract. The equitable adjustment is calculated based on the following. The Award Fee Pool will be increased or decreased accordingly, based on the price adjustment procedure stated below.

(b) The deployment base prices cited in Section J, Menu Of Services, Table B-1 for CLIN XX02 in each performance period were established based on 816 deployment man-days, distributed as 12 CONUS deployments at 14 days average per deployment and 2 OCONUS deployments at 60 days average per deployment. Each CONUS deployment will require two (2) each Field Service Representatives (FSRs), and each OCONUS deployment will require four (4) each FSRs for the duration of each deployment. The deployment base prices are predicated on a mix of deployment support provided from the Contractor's Robins Air Force Base GA FSRs (50%) personnel and assignment of Factory (Northrop Grumman's Melbourne main facility) FSRs (50%) personnel. The RAFB FSR labor is included in the RAFB Main Operating Base (MOB) Support deployment base price, and the only variable associated with each deployment will be the salary differentials not greater than those allowable under the Joint Travel Regulation (JTR) or the Joint Federal Travel Regulation (JFTR) and the Contractor's established Corporate Field Assignment Policy and Extended Work Week (i.e. overtime) allowances. The deployment base price also includes an anticipated amount of \$150,000 for unburdened deployment travel expenses.

(c) For purposes of simplification, the man-day CONUS and OCONUS deployment base prices were calculated by dividing the total CONUS and

OCONUS deployment base price by the respective number of man-days included in the CONUS and OCONUS deployment base price, for each Order performance period. This yielded an average deployment base price per day, assuming the same mix of RAFB FSRs and Factory FSRs as is included in the deployment base price, related to each type of deployment.

(d) The resultant average man-day deployment base price per day will be utilized to equitably adjust the deployment base Estimated Cost and Award Fee Pool for the deployment days experienced in excess of the deployment days base period included in the deployment base price. This adjustment will be accomplished as soon as practicable at the end of each Order performance period. The man-day rates to be utilized for adjustments are set forth in the Section J, Menu Of Services Table B-2 price tables for each performance period.

(e) In addition, a further equitable adjustment to the Estimated Cost and Award Fee Pool may be made for the actual travel expenses deviation from the \$150,000 unburdened deployment base travel expenses. An average adjustment factor to be applied to the deviation in unburdened deployment base travel expenses is provided in the Section J, Menu Of Services Table B-2 price tables for each performance period. This factor for applicable burden rates was determined by dividing the total deployment base price for travel expenses, including burdens, by the anticipated projection of \$150,000 for the unburdened deployment base travel expenses.

(f) In addition, an equitable adjustment will be made for the actual deployment travel expenses in excess of or less than the unburdened travel expenses cited above. An average deployment travel expense adjustment factor to be applied to the excess deployment travel expenses is incorporated in Table B-2 of the Menu of Services, incorporated in Section J, for each performance period. This travel expense adjustment factor was determined by dividing the total estimated cost for deployment travel expenses, including burdens, by the unburdened deployment travel expenses.

(g) It is noted that no overtime has been included for FSR support at the MOB, nor in the Deployment Support price included in Table B-1 of the Menu of Services price for each performance period. Accordingly, a deployment overtime hourly rate for the Melbourne and Warner Robins FSRs has been established in Table B-2 of the Menu of Services, incorporated in Section J, for each performance period, and will be used to adjust the Estimated Cost and Award Fee Pool whenever the 93<sup>rd</sup> ACW requires Contractor FSR personnel to work overtime while on deployment.

(h) The following is a sample adjustment calculation: (all values are notional)

<u>Deployment Man-Days</u>			Amount of Incr./ (Decr.)	Adjustment Factor (Estimated Cost)	Order Equitable Adjustment	Award Fee Pool Adj. @ 10%
<u>CLIN XX02</u>	<u>Estimated</u>	<u>Actual</u>				
# CONUS WR FSR Man-days	168	200	32	\$0/day	0	0
# CONUS MLB FSR Man-days	168	200	32	\$1,085/day	\$34,720	\$3,472

# OCONUS WR FSR Man-days	240	300	60	\$461/day	\$27,660	\$2,766
# OCONUS MLB FSR Man-days	240	350	110	\$1,419/day	\$156,090	\$15,609
Robins FSR OT Hours	0	52	52	\$70.00/hr.	\$3,640	\$364
Melbourne FSR OT Hours	0	25	25	\$136.00/hr	\$3,400	\$340
Robins Travel Cost (unburdened)	\$113,032	\$90,000	(\$23,032)	124.0%	(\$28,560)	(\$2,856)
Melbourne Travel Cost (unburdened)	\$113,032	\$80,000	(\$33,032)	161.0%	(\$53,182)	(\$5,318)
Order Equit. Adj.					\$143,768	
Funds Reserved for Award Fee Pool Adj.						\$14,377

(i) For billing purposes, costs incurred in excess of the above CONUS/OCONUS Deployment thresholds, but prior to definitization of the Estimated Cost Equitable Adjustment for annual CONUS/OCONUS Deployments as provided herein, are deemed to be allowable, allocable cost hereunder except that the Government shall not be liable for payment of any Invoice that will exceed the aggregate Order Estimated Cost.

H-925. **RELOCATION COSTS** JUL 2000

(a) Subject to the provisions of FAR 31.205-35, CLINs XX01, XX02 and XX03 provide for relocation of personnel to the Robins AFB area. After a position has been identified, and relocation is complete, no additional relocation expenses are allowable, subject to FAR 31.205-35(f) and Clause H-927, for each position except for replacement of the relocated employee due to death of the employee, family emergency, employee health, employee retirement or employee resignation (provided the resignation is not due to misconduct while on duty) provided, however, that such resignation was not caused by the employer, or as may be mutually agreed between the Parties during the biennial Contract update process as contemplated by Clause H-905, Contract Pricing and Budget Updates.

(b) Employee resignations will be reviewed on a case-by-case basis for payment of relocation costs.

H-926. **PERFORMANCE OF DEPLOYMENT WORK AT OCONUS LOCATIONS** JUL 2000

In the performance of Deployment Services authorized by Orders under CLIN XX02, Contractor personnel required to support OCONUS deployments will be provided the support listed below at the designated international military facilities upon request by the Contractor and authorization by the PCO:

- (a) Issuance of identification cards,
- (b) Commissary privileges, and
- (c) Base Exchange privileges.

H-927. **REPLACEMENT OF CONTRACTOR PERSONNEL** JUL 2000  
**(Applicable to CLIN XX02 Deployment Services)**

(a) In the event that any Contractor personnel providing OCONUS deployment services under this Contract die while overseas, the Government shall prepare the body for burial and ship it to a point in the United States designated by the Contractor.

(b) When replacement, relocation, transfers, and reassignments of Contractor deployment personnel are made for the convenience of the Government, the same will be at Government's expense, but if made for the convenience of the Contractor, the same will be at Contractor's expense.

(1) In the event that it becomes necessary to replace any deployment personnel because of their having voluntarily or involuntarily terminated employment with the Contractor, such replacement shall be deemed for the convenience of the Contractor, and shall be replaced at the Contractor's expense, except for personnel who have been "on-site" for the full deployment tour of duty described in paragraph (b)(2) of this clause (see exception in (b)(4) below). Replacement, transfer, or reassignment of deployment personnel who have been "On-site" for the full deployment tour of duty shall be

considered for the convenience of the Government.

(2) The deployment tour of duty for Contractor personnel assigned to OCONUS locations for effort ordered under a Order shall correspond, at a minimum, with the prevailing OCONUS military tour of duty.

(3) All replacement of Contractor personnel within CONUS shall be deemed for the convenience of the Contractor, and shall be at the Contractor's expense.

(4) Replacement of Contractor personnel who have been voluntarily or involuntarily terminated from deployment assignment under a Order due to acts of misconduct or security violations shall be deemed for the convenience of the Contractor, and shall be at the Contractor's expense and not chargeable to the Government. This includes deployment personnel who have completed their full tour of duty. Replacement may be directed by the PCO or the Contractor.

(5) Replacement due to death or incapacitation of assigned deployment personnel will be deemed for the convenience of the Government.

(c) The Contractor shall have the right to replace deployment personnel at his own expense, and to substitute other qualified personnel in lieu thereof, provided that such replacement shall not be due cause for a break in deployment services ordered or rendered and that such replacements or transfers have been coordinated with the Government Program Management officials (to be cited on individual Orders). Replacements, transfers, and terminations may be coordinated verbally, but shall be confirmed in writing to the Government Program Manager, and any other Government officials designated on the individual Order.

H-928. **RESERVED**

H-929. **PERFORMANCE OF WORK DURING CRISIS** JUL 2000

(a) The Contractor shall be responsible for performing all or any designated functions to be accomplished under this Contract during any crisis occurring at the ordered performance site as directed by the U.S. authority having operation cognizance over the site. The adjustment factor contained in paragraph (e) of this clause shall apply to the performance of functions during the crisis period according to the following: Crisis pay shall be limited to those performance sites within areas designated by the Department of Defense as Hostile Fire / Imminent Danger Pay (HF / IDP) areas for US

military personnel and for which entitlement to HF / IDP has been authorized in accordance with DOD 7000.14-R Financial Management Regulations (FMR) Volume 7A. Authorization is effective upon listing such areas in the DOD FMR and/or interim changes to the DOD FMR. Effective dates of Crisis Pay are as delineated in the DOD FMR and/or interim changes to the DOD FMR. The Contractor shall immediately notify the Procuring Contracting Officer and/or other appropriate Government personnel (for example, FAE (Functional Area Evaluator)) when adjustment of its maintenance rate for crisis performance applies.

(b) For individual Orders, the Contractor agrees to:

(1) Submit to the Procuring Contracting Officer for acceptance, formal company policies and procedures that effectively address its obligations in this clause, and documentation that all employees associated with this Contract are fully aware of those specific policies, procedures and obligations. No personnel will be assigned to emergency-essential service positions that have military recall commitments;

(2) Obtain a written agreement from each employee identified to perform emergency-essential services under this Contract that states that the employee agrees to the obligations imposed by this clause; and,

(3) Provide copies of any and all employment agreements to the Government upon request.

(c) Notwithstanding any other clauses of this Contract, the Contractor agrees that, in the event of the occurrence of any crisis, the Government shall have the unilateral right to extend performance of this Contract or any Order under the same terms and conditions as long as the crisis exists.

(d) Contractor personnel assigned to a crisis area are expected to perform assigned duties under this Contract or any Order or any extensions thereof. Costs of retrieving Contractor personnel and obtaining replacement personnel shall be the responsibility of the Contractor except in those instances when an employee has served the required minimum deployment tour of duty as set forth in the Order. Subject to the availability of space, Contractor personnel may be authorized to utilize military aircraft services at normal user rates in effect.

(e) When services are performed within a crisis location, Contractor's employees will be covered by the Defense Base Act (42 USC 1651) and the War Hazards Compensation Act (42 USC 1701).

H-930. **GOVERNMENT DOWN TIME** JUL 2000  
**(Applicable to Contractor Performance on Government Installations)**

(a) Base Closures Due to Emergencies: From time to time, the Center or Base Commander may decide to close all or part of the base in response to an unforeseen emergency or similar occurrence. Such emergencies include, but are not limited to, adverse weather such as ice, snow, or flood, an act of God such as tornado or earthquake, or a base disaster such as a natural gas leak or fire. Contractor personnel are "non-essential personnel" for purposes of any instructions regarding the emergency.

(1) Contractor personnel shall be officially dismissed upon notification of a base closure in accordance with paragraph (b). They shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

(2) With regard to work under the Order, the Government shall retain the following options:

(i) The Government may grant a time extension in each order delayed by the closure equal to the time of the closure.

(ii) The Government may forego work. The Contractor will not be paid for work not performed.

(iii) The Government may reschedule the work on any day satisfactory to both parties.

(iv) The Government may, at its discretion, permit the Contractor to perform work at an off-site location during the period of base closure if meaningful work can be accomplished. The Contractor shall certify to the Government, by letter within five (5) business days of returning to work, the nature and scope of the work completed off-site. The Contractor shall be permitted to bill the Government for off-site work performed under the Order.

(v) In rare instances, the Government may request that the Contractor continue on-site performance during the base closure period. Such a request shall be subject to agreement by the Contractor.

(b) Base Closure Notification Procedures.

(1) After an official decision to close Warner Robins ALC, Robins AFB GA; Ogden ALC, Hill AFB UT; Oklahoma City ALC, Tinker AFB OK (or any other performance location specified in a Order) has been made by the Base Commander, the following radio and television stations shall be notified of the closure:

**Warner Robins ALC, Robins AFB GA**

**Television: WPGA ABC 58 TV; WMAZ TV-CHANNEL 13**

**Radio: WDDO AM 1240; WAFI 99.9 FM; WCOP AM 1350; WDEN AM/FM 105.3; WJTG JOY 91.3; WMGB B-93.7; WPEZ FM Z108; and WPGA AM and FM**

**ALL OTHER LOCATIONS**

**As cited on Applicable Individual Orders.**

(2) The Contractor is directed to listen or watch one of the radio or television stations listed in paragraph (b)(1) for notification of a base closure. The Contractor should follow instructions intended for non-essential personnel.

(3) The Contractor will not receive any other form of notification of a base closure from the Government. The Contractor is responsible for notification of its employees.

(4) If the decision to close all or part of the base is made during the duty day, and the Base Commander's decision is transmitted through official notification channels, the Contractor shall follow the instructions as given. The Contractor's designated representatives shall notify the PCO and act in accordance with the PCO's (as set forth in the Orders) instruction.

(c) Base Closure Due to Non-Emergencies: The Center or Base Commander may elect to close all or part of the base for non-emergency reasons such as a time-off award, base open house, etc. In the event of a non-emergency base closure, the PCO and the Contractor shall jointly choose a course of action within the following options:

(1) If there is a need for the supplies or services during the base closure and a Government employee will be present, the Contractor may continue on-site work. The Contractor shall be permitted to bill the Government for work performed under the Order.

(2) If there is a need for work during the base closure, but either a Government employee will not be present or access will not be available, the Contractor may work off-site provided meaningful work may be accomplished. Contractor shall certify to the Government, by letter within five (5) business days of returning on-site, the nature and scope of the work completed off-site. The Contractor shall be permitted to bill the Government for off-site work performed under the Order.

(3) If there is no need for the supplies or services during the scheduled base closure, the Contractor shall not work on-site or off-site. The Government may grant a time extension in each Order delayed by the base closure equal to the amount of time of the closure.

H-931.

**STANDARD NONDISCLOSURE AGREEMENT APPLICABLE TO DATA  
SUBJECT TO GOVERNMENT PURPOSE LICENSE RIGHTS**

JUL 2000

(a) Technical data which is subject to Government Purpose License Rights (GPLR) may be furnished by Contract modification or other means after Contract award. The definition of GPLR in DFARS clause 252.227-7013 applies.

(b) Nothing in this clause impairs the rights of the developer of the data and third parties from independently entering into agreements concerning commercial uses of the data.

(c) The Contractor shall execute the standard nondisclosure agreement below before receiving data subject to GPLR. If a Contractor has previously signed an agreement the earlier agreement may be provided. This agreement shall be executed by an official authorized to bind the Contractor.

Standard Nondisclosure Agreement

The undersigned, \_\_\_\_\_ (name) \_\_\_\_\_ as the authorized representative

Of \_\_\_\_\_ (company name) \_\_\_\_\_ (hereinafter, "the licensee"), requests technical data subject to Government Purpose License Rights (hereinafter, "GPLR data") to compete for, perform, or to prepare to compete for, or to perform Government Contracts. In consideration therefore:

(1) Licensee agrees that the GPLR data identified in this agreement shall be used only for Government purposes.

(2) Licensee agrees to provide written notice and a copy of the non-disclosure agreement to the Contractor whose name appears in the GPLR legend (hereinafter referred to as the "Contractor") whenever it receives GPLR data. The notification shall identify the GPLR data, the date and place of its receipt and the source from which the data was received.

(3) Licensee shall not, without prior written permission of the Contractor, provide or disclose any GPLR data to any other company, person or entity, except its Subcontractors. The Licensee agrees not to disclose GPLR data to any Subcontractor or potential Subcontractor unless the Subcontractor or potential Subcontractor has executed the standard nondisclosure agreement.

(4) Licensee agrees not to use GPLR data for commercial purposes.

(5) Licensee agrees to adopt operating procedures and physical security measures designed to protect GPLR data from disclosure or release to unauthorized third parties.

(6) Licensee agrees to indemnify the Government, its agents and employees from all liability arising out of, or in any way related to, the misuse or unauthorized disclosure by the licensee, its employees or agents of any GPLR data it received. Licensee will hold the Government, its agents and employees, harmless against any claim or liability, including attorney fees, costs and expenses, arising out of the misuse or unauthorized

disclosure of any GPLR data supplied to the licensee hereunder.

(7) Execution of this non-disclosure agreement by the licensee or any of its authorized Subcontractors is for the benefit of the Contractor identified in the legend on any GPLR data received. Any such Contractor is a third party beneficiary of this agreement who may have the right of direct action against the licensee to enforce the agreement or to seek damages which may result from any material breach of the agreement.

(8) This agreement shall be effective only for so long as the data remains unpublished (or until the GPLR legend expires).

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
(Licensee)

H-932.

**ACCESS TO GOVERNMENT AUTOMATED INFORMATION SYSTEMS**

JUL 2000

(a) Each Contractor employee requiring access to Government automated information systems will require a National Agency Check (NAC), as a minimum, in accordance with DOD 5200.2R. Each Contractor employee requiring a NAC shall submit to the 78th SFS/SFAP one copy of a completed SF-85P, Questionnaire for Public Trust Positions, accomplished on the Electronic Personnel Security Questionnaire (EPSQ). Security Forces personnel will then fingerprint the employee on a DD Form 258, Fingerprint Card. (Note: To obtain an EPSQ, visit the Defense Security Service web site at <http://www.dis.mil> and download the subject edition. As an alternative, bring two blank disks to SFAP and copies of the EPSQ can be made.)

(b) Once the Contractor has accomplished the necessary steps to obtain a NAC and the 78th SFS/SFAP has forwarded the necessary information to the Defense Security Service for the background investigation, interim access can be granted to any individual whose company or Government organization provides a statement, signed by a member of company management or a Government official, certifying the following:

(1) The individual has processed the necessary documentation for a background investigation through their company or through Government channels.

(2) Access to a Government automated information system (AIS) or e-mail account is required in the performance of official duties.

(3) It is understood that access will be terminated if the investigation results in unfavorable information.

(4) The individual granted interim access will complete AIS training required by AFI 33-204 within 30 days of access.

This statement, attached to the form (DISA Form 43 or similar form) requesting access to an AIS, will be sufficient for interim access for up to one year.

(c) Upon completion of the subsequent investigation suitability of employment review, the 78th SFS/SFAP will notify the applicable organization for the employee receiving a favorable / unfavorable NAC by forwarding a letter to the requesting activity. If the results of the NAC are unfavorable, the activity commander must determine access requirements and eligibility.

(d) When the Government is in the process of conducting a NAC investigation on an employee and that individual's employment is terminated before the investigation is completed, 78 SFS/SFAP will be notified by the individual's supervisor.

H-933. **RIGHTS IN MAINTENANCE DATA** JUL 2000

Except as specified by Clause H-934, any data generated within the maintenance data collection system and delivered to the Government (in accordance with DD Form 1423-1, Contract Data Requirements List, attached as Exhibit[s] to individual Orders) shall be provided to the Government with "unlimited rights" as defined in FAR 252.227-7013, "Rights in Technical Data and Computer Software."

H-934. **JSTARS COST ANALYSIS & PERFORMANCE SYSTEM (JCAPS)** JUL 2000  
**(Applicable to CLIN XX09)**

(a) Subject to the receipt of annual authorization through the Ordering process, JCAPS will provide the information products to perform proactive management based on the performance of the Joint STARS support system. The JCAPS will perform financial analysis and performance functions for the Joint STARS management and user community. Management functions supported by JCAPS include: budget planning; annual cost/performance tradeoffs; marginal analysis for assessing the impact of budget adds/cuts; analysis of RTOC proposals; data warehousing of current financial and performance data to provide a common single data base for internal and external management and performance systems; analysis of proposed modifications/upgrades to, for example, minimize aircraft downtime; and analysis of sustainment performance metrics which will aid in setting Contract performance targets. It will provide a time phased and synchronized backbone for pulling data from verified financial and performance data sources and populate the Joint STARS data repository. The repository will be used to produce JCAPS reports and tracking information, as well as providing the primary data system for external reporting and information needs.

(b) The initial phase of JCAPS definition focused on building of the Joint STARS data repository to facilitate the integration of existing models, tools, and earned value management systems. Later phases will modify existing systems as needed to improve output products or to expand capabilities to meet management and user needs.

(c) The Contractor shall perform a Quality Function Deployment (QFD) study to define JCAPS requirements; the JCAPS system architecture; the data repository; a connectivity and data synchronization approach for data input/output and product access by management and operational users; and an initial test and evaluation period. These tasks will be performed during the first performance period of the Contract and will be used to size and scope the final JCAPS product. This QFD process will match JCAPS needs to funds available for the cost of producing and modifying existing models and maintaining and operating JCAPS over time.

(d) In the event that JCAPS is NOT fully funded, the contractor and the Government will enter into discussions for the purposes of determining Data Rights as prescribed in DFARS 252.227-7013, Rights In Technical Data – Noncommercial Items.

(e) Only costs incurred after Calendar Year 2000 are recognized for JCAPS. There are no Data Rights and Technical Data restrictions on monies incurred **PRIOR** to the start of Calendar Year 2000.

(f) The phases, work descriptions, and exit criteria of JCAPS Production / Integration are as follows:

(1) Phase I – 04 January 2000 to 30 April 2000

(i) Work Description: The contractor shall establish Top-Level Requirements (SOO), perform Initial Model Survey, define Initial Cost Structure, perform Initial Mapping of Existing Budget Data And Performance Requirements to Future Support Cost Structure

(ii) Exit Criteria are as follows:

<b>Exit Criteria</b>	<b>Completion Date</b>
Establishment of Top-Level (SOO-type) Requirements	Completed
Perform Initial Model Survey	Completed
Perform Technical Interchange Meeting (TIM)	31 October 2000

(2) Phase II – 01 May 2000 to 01 March 2001

(i) Work Description: The contractor shall define JCAPS Requirements, select System Architecture, select Models, select Data Repository Methodology, establish Validation and Verification Criteria for IOC.

(ii) Exit Criteria are as follows:

Exit Criteria	Completion Date
Steering Committee approval of definitions	01 March 2001
Steering Committee approval of selections	01 March 2001
Steering Committee approval of Validation and Verification Criteria	01 March 2001

(3) Phase III – 02 March 2001 to 08 January 2002

(i) Work Description: The contractor shall procure Models, Peripherals, and Training Packages, Modify and Integrate Selected Models, Define Algorithms, Populate Data Repository, Produce Interfaces, Independently Verify and Validate (IV&V) Architecture, Coding, Data Repository, etc.

(ii) Exit Criteria are as follows:

Exit Criteria	Completion Date
Complete System IV&V	08 January 2002
Deliver Initial Operational Capability (IOC) of JCAPS.	09 January 2002

(iii) NOTE: IOC includes Track Support System Performance and Cost, Predict Sustainment Budget Given Support System Performance Requirements, and Predict Support System Performance Requirements Given Sustainment Budget

(4) Phase IV – 10 January 2002 to 31 October 2002

(i) Work Description: The contractor shall provide O&M of JCAPS provided for IOC, Perform FOT&E Tasks, Correct DRs as needed, Distribute Software Interfaces for JCAPS Connectivity, Define Full Operational Capability (FOC) Requirements, Define and perform ATP for FOC, and Define and perform IV&V for FOC

(ii) Exit Criteria are as follows:

Exit Criteria	Completion Date
Steering Committee approval of definitions for FOC	TBD
Steering Committee approval of selections for FOC	TBD
Steering Committee approval of ATP for FOC	TBD
Complete ATP	TBD
Complete System IV&V	TBD
Deliver FOC of JCAPS.	TBD

(iii) NOTE: FOC Vision Currently Includes Perform RTOC Analysis and Aid in Setting Annual Contract Performance Targets

H-935.

**ASSOCIATE CONTRACTOR AGREEMENTS**

JUL 2000

(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 Joint STARS TSSR Contract 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 Northrop Grumman 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 and Program Equipment

- (1) Motorola, Inc., Tempe, AZ for AN/TSG-132 Common Ground Station and the Joint Services Work Station.
- (2) Training System Acquisition (TSA) Bidders or prevailing Contractor for the E-8C Flight Crew Training System/Weapon System Trainer.
- (3) Advanced Testing Technologies Incorporated (ATTI) for the Benchtop Reconfigurable Automated Tester (BRAT) and associated Test Program Set (TPS) to support the O-Level Tester.

H-936.

**COOPERATION WITH JOINT STARS SPO SUPPORT CONTRACTOR(S)**

JUL 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 Joint STARS Joint Program Office (JPO). 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. Other support Contractors may be added by the Government at no change to the Estimated Cost of individual Orders. Additionally, the

Contractor agrees to enter into written mutual agreements with each support Contractor for the protection of this information. A copy of the signed agreement 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 are as follows:

ARINC Research Corporation  
2551 Riva Road  
Annapolis MD 21401

MITRE Corporation  
202 Burlington Road  
Bedford MA 01730

ASC Defense, Inc.  
5 Burlington Woods Drive, Suite 100  
Burlington MA 01803

Horizons Technology Corp.  
3990 Ruffin Rd.  
San Diego, CA 92123-1862

CTA, Incorporated  
6116 Executive Blvd, Suite 800  
Rockville MD 20852

MCR, Incorporated  
5113 Leesburg Pke, SU 509  
Falls Church, VA 22041

Dynamic Research Corporation  
209 Burlington Road  
Bedford MA 01730

System Resources Corp. (SRC)  
128 Wheeler Rd.  
Burlington, MA 01803

Gemini Industries, Inc.  
6 Fortune Dr

Tecolote Research, Inc.  
5290 Overpass Rd, Bldg D

Billerica MA 01821

Santa Barbara, CA 93111

General Research Corp  
5383 Hollister Ave, P.O. Box 6770  
Santa Barbara CA 93160-6770

H-937.

**JOINT STARS PROGRAM INTERDEPENDENCIES**

JUL 2000

(a) The Contractor's ability to perform the requirements of this Contract and the estimated costs, schedules, and the Award Fee /Award Term Plans of this Contract, depend in part upon the sharing of skilled personnel, property, information, and other resources among this Contract and the ongoing Joint STARS Contracts listed below:

<b><u>Program</u></b>	<b><u>Contract Number</u></b>
E-8C LRIP Lots I through III	F19628-92-C-0035
E-8C Full Rate Production Lot IV	F19628-95-C-0169
E-8C Full Rate Production Lot V	F19628-96-C-0021
E-8C Full Rate Production Lots VI & VII	F19628-97-C-0001
E-8C Full Rate Production Lot VIII	F19628-98-C-0003
E-8C Full Rate Production Lot IX	F19628-00-C-0023
CRP Retrofit	F19628-99-D-0012
JSSIP	F19628-99-D-0001
FOTS	F19628-96-D-0031 or successor
RTIP	F19628-99-C-0011
ACC CETS	F33600-99-C-0003 or successor
PME ICS/CLS	F09603-00-C-0012
SSF ICC	F09603-99-D-0163
S/W ICS/CLS	F09603-96-C-0074
Vanguard	F09603-97-D-0001

(b) Where the Contractor's ability to perform is dependent upon effort on more than one Contract, the Parties' responsibilities remain as if all efforts existed on a single Contract. Examples of such dependency include, but are not limited to, optimizing modifications and retrofit in conjunction with PDM, impact of production deliveries on Award Fee/Award Term criteria, delivery of initial spares and temporary use of production spares, and maintaining concurrency of training with multiple Joint STARS system configurations. Any Contractor delay or failure to perform under the Contracts listed above will not excuse or relieve performance requirements under this Contract. Any Government-caused delay or failure to perform under the Contracts listed above that impact the Contractor's ability to perform under this Contract will be a basis for equitable adjustment under this Contract.

Any deficiencies in performance by either Party will be resolved under the terms and conditions of the Contract within which such deficiency occurred, whether identified before or after delivery, whether or not covered by warranty or latent defect provisions, and whether Contractor's or Government's responsibility under the Contract.

(c) Additionally, the effort required under this Contract is dependent upon the availability on a non-interference basis as specified in Clause H-938, Joint Use of Government Property, of Government property currently being utilized under the Contracts listed above. In the event that one or more of these Contracts is terminated or substantially reduced in scope, the Contractor may be entitled to an equitable adjustment under this Contract. However, completion of the Contracts listed above shall not entitle the Contractor to seek an equitable adjustment under any provision of this Contract.

(d) Although this Contract and the Contracts listed above are partially interdependent, the work scopes of these Contracts are separate and distinct from one another. Work shall be priced, authorized, and charged to the Contract containing the appropriate scope of work. If a modification, as defined in FAR 43.301, to this Contract or any of the above listed Contracts causes a increase in the Contractor's cost of, or time required for, the performance of any part of the work under this Contract, whether or not changed by such modification, the Parties shall negotiate an equitable adjustment to this Contract.

H-938.

**JOINT USE OF GOVERNMENT PROPERTY**

JUL 2000

In the performance of this Contract, and in concert with the provision at H-937, Joint STARS Program Interdependencies, the Contractor is authorized to use on a no-charge, joint-use, "non-interference" basis, as available, the Government Property identified in Section J attached. By non-interference, it is meant that the Contractor's use of the Government's property referred to in this clause will not interfere with the Contractor's performance of the Contracts from which the property is being borrowed. Contractor liability for loss or destruction of such property while in its possession shall be limited to the extent provided by the clause at FAR 52.245-5, Government Property (Cost-Reimbursement, Time and Material, or Labor-Hour Contracts), and DFARS 252.228-7001, Ground and Flight Risk, for the Aircraft Maintenance Subcontractor and SCM Subcontractor as designated by the Contractor, and DFARS 252.228-7002, Aircraft Flight Risk, for the Contractor.

H-939.

**GOVERNMENT LOANED PROPERTY**

JUL 2000

Aircraft inducted hereunder for programmed depot maintenance are considered to be Government Loaned Property, and will be provided in accordance

with Section I, FAR clause 52.245-05, GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (JAN 1986), except that flowdown of FAR clause 52.245-2, Alt 1, Government Property (Fixed Price Contracts) (Dec 1989) to the Aircraft Maintenance Subcontractor as designated by the Contractor is hereby authorized, for PDM Subcontract work being performed on a Firm Fixed Price basis.

H-940.

**EXCLUSION OF IMPLIED WARRANTIES**

JUL 2000

NOTWITHSTANDING ANY OTHER CLAUSE IN THIS CONTRACT, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM ANY CONTRACTOR OBLIGATION UNDER THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AS A RESULT OF DEFICIENCIES IN SUPPLIES DELIVERED UNDER THIS CONTRACT.

H-941.

**ENVIRONMENTAL AND HEALTH LEGISLATION**

JUL 2000

(a) The purpose of this clause is to recognize the significance that new or changing Environmental and Health Legislation, a matter over which neither party has any control, may have on the performance of this Contract. (This clause establishes a mechanism by which the Contractor and the Government will work together to agree on the optimum solution for the impact of compliance with new or additional legislation, if required.)

(b) Environmental and Health Legislation, as used herein, includes those statutes, regulations, rules or published official interpretations or implementing instructions regarding statutes, regulations or rules issued by any federal, state or local jurisdiction regarding air quality, water quality, hazardous material and toxic waste control and disposal, or aerospace material toxicity.

(c) The Environmental and Health Legislation baseline (legislative baseline) against which changes will be measured is the Environmental and Health Legislation in existence, in effect, and applicable on date of Contract award. The Contractor represents that it is currently in compliance with the applicable provisions of the legislation as set forth in the legislative baseline. The costs of compliance with the legislative baseline as established herein are included in the pricing structure of this Contract.

(d) In the event there is (1) a change to the Environmental and Health Legislation Baseline (see paragraph 3. above) by the enactment or issuance of any new Environmental or Health Legislation and (2) such changed or new Environmental and Health Legislation causes the Contractor to change the methods for performance of work under the Contract in order to comply, then the Contractor shall be entitled to an equitable adjustment for the work being performed under this Contract.

(e) In the event of a change in Environmental and Health Legislation:

(1) The Contractor shall:

(i) Submit its proposal to the Government specifying the new or changed legislation, the effective dates of said legislation, the impact to performance effected by said legislation, available alternatives to compliance and the potential costs, and schedule impacts of compliance; and

(ii) Promptly enter into negotiations with the Government for the purpose of attempting to mitigate the impact of such new or changed Environmental and Health Legislation.

(2) The Government shall:

(i) Promptly enter into negotiations with the Contractor for the purpose of attempting to mitigate the impact of such new or changed Environmental or Health Legislation; and

(ii) Equitably adjust the Contract price for costs associated with developing and implementing changes necessary to achieve compliance and adjust the period of performance and delivery schedule for the time required to implement that compliance. Such adjustment is not subject to Contract cost thresholds. The equitable adjustment for the compliance methodology agreed to by the Parties shall be accomplished on a Cost Reimbursable No Fee (CRNF) basis to the Estimated Cost of extant Orders; or

(iii) Change the requirements of the Contract to mitigate in whole or in part, the impact of such changes in Environmental and Health Legislation; or

(iv) Authorize a combination of the foregoing.

(f) This clause is subject to the following exclusions and limitations:

(1) The Contractor shall not be entitled to any equitable adjustment for fines or penalties imposed by any federal, state, or local agency, any third party litigation or other liability which may be subject to a claim under the Federal Torts Claim Act, Worker's Compensation Act or other statutory regulations.

(2) The applicability of this clause is limited to the specific federal, state and local agencies that have environmental and health legislative authority with which the Contractor must lawfully comply.

H-942. **SUBCONTRACTING**

JUL 2000

The Contractor shall notify the Contracting Officer in writing at least thirty (30) calendar days before implementing a change transferring any competitively awarded Subcontracting work either to another source or to performance by the Contractor using its own facilities and personnel. Unless the Contracting Officer objects in writing within fifteen (15) calendar days after notification, the Contractor is free to make the change as part of its responsibility to optimize support of the Joint STARS System.

H-943. **PROCEDURES FOR DISPUTES RESOLUTION BY  
ALTERNATE DISPUTES RESOLUTION PROCESS**

JUL 2000

(a) For purposes of FAR 52.233-1, paragraph (g), the Parties have agreed that the preferred method for resolving Disputes shall be by the Alternate Dispute Process in accordance with Section J, Statement of Principles Between the Department of The Air Force and Northrop Grumman Corporation Concerning Use of Alternate Dispute Resolution Processes dated 12-1-98 by NGC and 12-2-98 by the USAF.

(b) **Purpose:** The Parties to this Contract are committed to utilizing the principles of Integrated Product and Process Development to resolve any issues which may arise during performance of work under this Contract. However, the Parties recognize that the performance requirements, roles of the Parties, and the responsible personnel may evolve over the potential 22 contract periods (Transition plus 22 annual ordering period) of the TSSR program. Accordingly, a timely, efficient, objective and fair process for resolving any potential or actual disagreements that may arise during performance of the Contracted work under this Contract will benefit both Parties, as well as the overall Joint STARS Program. Therefore, the Parties are committed to resolving any disputes or disagreements related to performance of work under this Contract that may arise among them during performance of the Contracted in accordance with this clause.

(c) **Scope:** The procedures of this clause shall apply to any issue, disagreement, or dispute that may arise as a result of interpretation of this Contract, or arising out of the operation of the Award Fee Plan, Award Term Plan or Partnering Agreement as included in Section J, or becomes a part of the Contract within the scope of individual Orders. The Parties agree to use the disputes resolution process in this clause before instituting any formal judicial or other disputes resolution processes. The parties agree that a good-faith effort to resolve all disagreements at the working level, using all means at their disposal, shall be made prior to invoking the procedures described herein.

(d) **Appointment and Responsibilities of Participants:** The process will employ three disputes resolution levels, with a goal of resolving disputes at the lowest and least formal level. However, before any level of the process is utilized, the Parties are committed to working closely together to resolve any issues, disagreements, or disputes at the lowest working and management level possible.

(1) **Joint STARS TSSR Oversight Group (JOG):** This Group of six people will be composed of the Joint STARS System Program

Director (ESC/JS), who will act as the Chairperson of the JOG, the Joint STARS System Support Manager (WR-ALC/LKS), the NGC Joint STARS Vice President & Program Manager, the NGC Joint STARS TSSR Manager, WR-ALC/LKK, and the NGC Director of Program Business Management. This Group is the first level tasked with the responsibility for resolving potential disputes informally, but fairly, by bringing to bear the program knowledge, experience and mature judgment of the members. Conclusions of the JOG are considered as recommendations to the parties to the disagreement and therefore are not binding on either party. Failure to reach agreement will cause the Chairperson to refer the issue to the next level for resolution.

(2) **Joint STARS TSSR Executive Panel (JEP):** The Joint STARS TSSR Executive Panel will include five people. The members will include: the Electronic Systems Center Commander (ESC/CC), who will act as the Chairperson of the JEP, the WR-ALC Executive Director (WR-ALC/CD), the NGC Sector Vice President, Airborne Ground Surveillance and Battle Management Systems, WR-ALC/PK, and the NGC Vice President for Business Management. This Group is the second level tasked with the responsibility for resolving potential disputes informally, but fairly, by bringing to bear their executive knowledge, experience and mature judgment of the members. Conclusions of the JEP are considered as recommendations to the parties to the disagreement and therefore are not binding on either party. Failure to reach agreement will cause the Chairperson to refer the issue to the next level for resolution.

(3) **Alternate Disputes Resolution Panel (ADRP):** The Alternate Disputes Resolution Panel will include three people. The members will include one person each from the Government and the Contractor as designated, in writing, by their respective organization. These two individuals will then confer to select and appoint a neutral third member from the list of Arbitrators published by the American Arbitration Association. The neutral third member shall not have been directly or indirectly a prior employee having had substantial influence over the operations of either organization for the Joint STARS Program in any capacity. The neutral third member will be the Chairperson of the ADRP and set the schedule for resolution of disputes or disagreements related to performance of work under this Contract. This is the final level for disputes resolution under this clause. Decisions of the ADRP shall be NON-binding on the participants.

(e) If either Party to this Contract, or any Order issued under the authority of this Contract, reasonably determines that (i) its interests have been or will be harmed by an action or failure to act by another party or organization, and (ii) the issue cannot be resolved through the normal course of business, they will promptly notify the Joint STARS System Support Manager (WR-ALC/LKS) in writing, with a copy to the opposite party. Following receipt of such notice, the SSM will schedule a meeting of the JOG, no later than five (5) days after receipt of the notification, or as soon as practicable given JOG member availability, for the purpose of hearing the concern and attempting to resolve the issue by mutual agreement of the parties. The JOG may

utilize VTC or a conference call to conduct the meeting. The JOG is responsible for promptly resolving issues referred to it by an aggrieved party using efficient and flexible procedures appropriate for the matter at hand. The JOG will establish a target date for concluding its deliberations as a part of the initial meeting. The target date will normally be within 21 days of the initial meeting. The JOG will keep minutes of its meetings.

(f) If either Party to the disagreement is unwilling to accept the conclusion of the JOG, the aggrieved party shall within ten (10) working days document the unresolved disagreement by notifying the other party in writing of the relevant facts, clearly stating its reasoning, and specifying the action or remedy sought. The party receiving this written notice will have 10 calendar days to accept, reject, or schedule further negotiation on the issues raised. Any rejection shall be in writing, stating the reasons, and be delivered promptly to the aggrieved party.

(g) Upon receiving a notice of rejection, the aggrieved party may appeal to the JEP by forwarding its position paper and the response to the ESC/CC. In addition, the aggrieved party may supplement the information or provide additional facts they would like the JEP to consider arising from the rejection notice, the JOG process, or any discussions that may have been conducted between the parties to the dispute. If supplementary or additional information is provided to the ESC/CC, it will be simultaneously provided to the party who received and rejected the written notice. The opposing party shall be afforded ten (10) working days to address in writing any supplemental or additional information submitted by the aggrieved party. The receiving party will then have 30 calendar days to provide a response, in similar format and detail, to the ESC/CC.

(h) Following receipt of both parties' submissions under this Clause, the JEP members will have 30 days to complete their initial review of the matter utilizing whatever procedures they establish for themselves. If, after completing their initial review, the JEP desires to discuss the matter with the parties, a review meeting shall be conducted. The JEP may utilize VTC to conduct the review meeting. During this meeting, each party shall be provided the opportunity to present to the JEP all of the relevant evidence, documentation and testimony. The JEP members may ask questions, request clarification or ask for additional data. Copies of all information provided to the JEP by one party shall be provided to the other party. The JEP will keep minutes of its meetings.

(i) Following its initial review or review meeting, the JEP shall meet to formulate its decision and shall provide its decision in writing to the parties. The written determination shall be based upon this Joint STARS TSSR Contract, the Order, or other Contractual documentation under which the relevant work was accomplished, as well as consideration of all relevant facts and circumstances involved in the dispute. The decision document shall include an explanation of the JEP's reasoning and logic that led to their decision. The entire JEP process will target to be completed within 90 days following referral by the aggrieved party pursuant to this clause. The appeal action will be undertaken at the discretion of the aggrieved party to formulate the ADRP. The Government shall reserve funds estimated to be sufficient to fund the neutral third party **PRIOR** to requesting ADRP action.

(j) The ADRP shall conduct its business in accordance with the procedures established by the American Arbitration Association and the American Bar Association. All documentation provided to the JOG and/or JEP shall be furnished to the ADRP. The entire ADRP process will target to be completed within 120 days following referral by the JEP Chairperson pursuant to this Clause. The decision of the ADRP shall be **NON** binding on the parties to this Contract and any related work thereunder.

(k) **Costs:** Each party to the disagreement or dispute will bear all of its own costs incurred in complying with this Joint STARS TSSR disputes resolution process, including, but not limited to, salaries, travel, and any consultant or attorney fees. Costs for the neutral third member of the ADRP shall be borne by the Party whose disagreement or dispute is not sustained by the ADRP.

(l) **Documentation** produced directly for the JOG or JEP or ADRP may be marked "Attorney – Client Privileged" on advice of the submitting Parties respective counsel. All documentation, deliberations and minutes shall not be disclosed to any third parties without the written consent of the opposite

party. Copies of all documentation, except that provided to the ADRP that is not subject to disclosure, shall be provided to the PCO for inclusion in the Official Contract file.

H-944.

**DISPOSITION AND CLOSE-OUT COSTS**

JUL 2000

The prices for effort under this Contract exclude "end of final Order" costs for packing, crating, handling, removal and restoration, storage, shipment or other disposition, including demilitarization, of Government owned special tooling and special test equipment, residual material, other Government owned assets (Government Property) as well as documentation utilized in the performance of this Contract in the event that a Contracting Officer decision other than to abandon-in-place for transfer to a replacement prime Contractor or the government is required. Notwithstanding the Government Property provisions applicable to this Contract, the Contractor shall be entitled to an equitable adjustment for the packing, crating, handling, removal and restoration, storage, shipment or other disposition, including demilitarization, of all Program documentation and Government Property as directed by the PCO/ACO. Specific guidance for disposition and close-out shall be provided by the Contracting Officer for pricing considerations applicable to the exercise of an off-ramp, as may be initiated pursuant to Clause H-909(c)(3) and H-909(c)(7), or prior to the final two-year period if this Contract continues to its full term.

H-945.

**DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
FOR THE TSSR JOINT STARS CONTRACT**

JUL 2000

(a) Pursuant to Clause IA-10, DFARS 252.201-7000, and as prescribed in DFARS 201.602-2 and DFARS 201.602-70, the below listed person is hereby designated as the COR for this contract. The designated COR is a qualified individual as prescribed in DFARS 201.602-2 and has been indoctrinated as to the specific duties delegated to and the limitations of this designation.

**COR Designee: Lt. Col David C. French, WR-ALC/LKS, TSSR Program Manager**

- (b) The COR can perform, in lieu of the Contracting Officer, the following tasks **ONLY**:
- (c) Approval and disapproval of all Contract Data Requirements Lists (CDRL) submissions wherein approval/disapproval resides @ WR-ALC/LKS. This includes final signature on DD Form 250's.
- (d) Submission of comments and/or suggestions relating to the above listed CDRLs.
- (e) Represent the Depot in its partnering role by executing the Government responsibilities for IAs, POs, and TWRs as specifically called out in PA. (See clause H-906.)
- (f) The COR is **NOT** a Contracting or Ordering Officer and does **NOT** have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of this contract. The COR does **NOT** have the authority to direct the accomplishment of effort which goes beyond the scope in this contract.
- (g) The COR may be personally liable for unauthorized acts in accordance with this contract.
- (h) Whenever there is the potential that discussions may impact any of the areas described above, the COR **SHALL** contact the Contracting Officer for guidance. The COR must be especially cautious when providing an interpretation of specifications. The understanding reached, or the direction given, must be formalized in writing, and copies provided to the Contracting Officer.
- (i) If, in the opinion of the contractor, any COR instruction calls for effort outside the scope of the contract or is inconsistent with the COR clause, the contractor **SHALL** notify the contracting officer in writing within seven (7) working days after the receipt of any such instruction. The contractor **SHALL NOT** proceed with the work affected by the COR direction unless and until the contractor is notified by the Contracting Officer that the direction is within the scope of the contract.
- (j) The COR designation is valid for the entire performance period of this contract unless otherwise rescinded by the Contracting Officer.
- (k) The COR authority is **NOT** re-delegable.

H-946.

**INTERIM MANAGEMENT OF JSTARS UNIQUE SMAG SPARES**

JUL 2000

(a) **PURPOSE:** This concept of operations establishes the Government and NGC duties and responsibilities and the processes for accomplishing interim Supply Chain Management (SCM) of the JSTARS unique SMAG spares until decapitalization from the Working Capital Fund (SMAG) can occur. The duties, responsibilities, and processes described below will apply until this clause is deleted or amended. The specific objectives of this concept of operations are to:

- (1) Retain overall ICP responsibility for SMAG spares within the Air Force.
- (2) Provide NGC broad responsibilities for SCM of JSTARS unique SMAG spares consistent with their overall TSSR responsibilities.
- (3) Comply with the essential requirements of SMAG management.

(b) **DUTIES AND RESPONSIBILITIES:**

(1) **Air Force:**

(i) **Overall ICP Management:** The Air Force (WR-ALC/LKS) will remain the ICP for all JSTARS unique SMAG spares and will be responsible for the management of the SMAG spares and the accuracy of the requirements computations. Except as specified in this document, WR-ALC/LKS will perform all normal ICP functions for SMAG spares. NGC will be the ICP for all other JSTARS unique spares that have not been capitalized into the Working Capital Fund (SMAG).

(ii) **Requirements Determination:** WR-ALC/LKS will make the final determination of JSTARS unique SMAG spares buy and repair requirements; however, they will work in a close and cooperative manner with NGC and promptly consider and respond to NGC recommendations in establishing these requirements. Both parties will have input into the initial computations. The final computation will only be adjusted after compelling rationale from NGC.

(iii) **Asset Management and Allocation:** WR-ALC/LKS will support NGC asset visibility at both the retail and wholesale levels, to include on-order assets and assets in repair status at both organic and contract repair sources. This will include, but not be limited to, access to D035A, D035K, D165B, D200A RMS/SIRS and RAMP.

(iv) **Budgeting and Financial Management:** The Air Force will retain authority and responsibility for all aspects of budgeting, funding and funds execution for the procurement or repair of JSTARS unique SMAG spares.

(v) **Transfer of Wholesale Inventory:** The Government will transfer distribution management, custody, and storage of SMAG spares to NGC. Overall accountability, tracking, and ownership will reside with WR-ALC/LKS until decapitalization occurs.

(vi) SMAG Surcharges: FY01 SMAG prices for unique JSTARS' spares will be formulated to recover all SMAG expenses for overhead (direct & indirect) until decapitalization occurs.

(vii) Air Force Data System Management: The Air Force will manage all aspects of D200A RMS/SIRS (replaces DO41), financial systems and those elements of D035 used by the Item Managers.

(2) **Northrop Grumman Corporation**:

(i) Stock, Store, and Issue: NGC will establish a bonded stock area and assume wholesale (Not retail inventory) responsibilities for JSTARS unique SMAG spares. These responsibilities include integrated warehousing; inventory control and management; and packaging, handling and transportation of all Joint STARS unique SMAG spares.

(ii) Requirements Determination: As a responsible party, NGC will participate in all aspects of the requirements determination process for JSTARS unique SMAG spares, in order to incorporate their expertise and help ensure maximum support to the Warfighter with the most efficient use of limited funds. In all cases where NGC does not agree with the Air Force computed buy or repair requirements as expressed in the D200A RMS/SIRS computation, NGC will promptly provide to LKS a proposed revision to the computed requirement with supporting rationale for revisions.

(iii) ICP Technical Support: NGC will provide technical support on JSTARS unique SMAG spares to LKS through collocated personnel or out of the NGC JSTARS Program Office.

(iv) Air Force Data System Management: NGC will provide stockage and status information for SMAG management. NGC will also provide an interface with the SBSS to ensure a seamless integration of issue and receipt to the 93<sup>rd</sup> ACW and to ensure the SMAG continues to collect all the data it requires for management of these JSTARS unique SMAG spares.

H-947.

**GOVERNMENT FURNISHED MATERIAL (MATERIAL REQUIRED  
TO BE PURCHASED BY THE GOVERNMENT FROM SMALL BUSINESS VENDORS)**

JUL 2000

(a) The National Stock Numbers (NSNs) cited below will be procured by the Government directly from the applicable Small Business vendor and provided as GFM under this contract:

- |     |                     |                           |
|-----|---------------------|---------------------------|
| (1) | 5985-01-284-6859EA  | Antenna                   |
| (2) | 5985-01-443-6382EA  | Waveguide                 |
| (3) | 5985-01-445-8060EA* | Electric Dummy Load       |
| (4) | 5996-01-463-9473EA* | Radio Frequency Amplifier |
| (5) | 5985-01-461-0334EA* | Antenna Coupler           |

\*These items have been identified as items required to support depot repair.

(b) The contractor will be responsible for requisitioning these items in accordance with DoD4000.25-1-M, Military Standard Requisitioning and Issue Procedures (MILSTRIP).

H-948.

**DATA RIGHTS AGREEMENT**

JULY 2000

(a) Except as specified herein, all technical data as defined in DOD FAR Sup 252.227-7013, required to be furnished under this contract shall be furnished with unlimited rights in accordance with DOD FAR Sup 252.227-7013.

(b) Data Rights have been determined for data that is required for delivery under previous Joint STARS contracts F19628-90-C-0197, F19628-92-C-0035, F19628-93-C-0067, F19628-95-C-0169, F19628-96-C-0021, F09603-96-C-0207, F19628-96-D-0031, F19628-97-C-0001, F19628-98-C-0003, F19628-99-D-0001, F19628-99-C-0011, F19628-99-D-0012, and F19628-00-C-0023 via modifications. Those rights also apply to this contract wherever the same data is to be delivered.

(c) With the exception of proprietary pricing information, data produced internally and furnished under CDRL A009 "Data Accession List (DAL)" shall be furnished with unlimited rights. If the Government requests the delivery of additional data pursuant to block 16 of CDRL A009, the rights associated with such data shall be determined consistent with DOD FAR Sup 252.227-7013.

(d) An agreement between the Government and the Contractor as to whether technical data produced by Subcontractors hereunder shall be furnished with limited/unlimited rights was not possible prior to contract award. Within sixty (60) days after completion of negotiations with all Subcontractors, the Contractor shall assert its claim in accordance with DOD FAR Sup 252.227-7013, for any items, data for which will be provided with less than unlimited rights. This shall apply to Subcontractors for Aircraft Maintenance, SCM, PME and or Software Maintenance, and maintenance of the IC laboratory, Mission Crew Training System, Flight Crew Training System and PME-Maintenance Training System.

**CONTRACT CLAUSES**

FAR **52.252-2** **CLAUSES INCORPORATED BY REFERENCE** FEB 1998  
(IAW FAR 52.107(b))

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs:

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/faritoc.htm>  
<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfaritoc.htm>  
[http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af\\_afmc/affars/affaritoc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/affars/affaritoc.htm)  
[http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af\\_afmc/afmcfars/afmfcitoc.htm](http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/af_afmc/afmcfars/afmfcitoc.htm)

**NOTE:** After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's **FIND** function. When located, click on the **regulation reference** (hyperlink).

<b>NO.</b>	<b>FAR PARAGRAPH</b>	<b>CLAUSE TITLE</b>	<b>DATE</b>
I-11.	<b>52.202-1</b>	<b>DEFINITIONS</b> (IAW FAR 2.201)	OCT 1995
I-19.	<b>52.203-3</b>	<b>GRATUITIES</b> (IAW FAR 3.202)	APR 1984
I-20.	<b>52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES</b> (IAW FAR 3.404)	APR 1984
I-21.	<b>52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT</b> (IAW FAR 3.503-2)	JUL 1995
I-22.	<b>52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES</b> (IAW FAR 3.502-3)	JUL 1995
I-23.	<b>52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(a))	JAN 1997
I-25.	<b>52.203-10</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</b> (IAW FAR 3.104-9(b))	JAN 1997
I-25C.	<b>52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</b> (IAW FAR 3.808(b))	JUN 1997
I-27.	<b>52.204-2</b>	<b>SECURITY REQUIREMENTS</b> (IAW FAR 4.404(a))	AUG 1996
I-39.	<b>52.204-4</b>	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER</b> (IAW FAR 4.304)	JUN 1996
I-78.	<b>52.209-6</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT</b>	JUL 1995

(IAW FAR 9.409(b))

I-83.	52.211-5	<b>MATERIAL REQUIREMENTS</b> (IAW FAR 11.302)	OCT 1997
I-102.	52.211-15	<b>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS</b> (IAW FAR 11.604(b))	SEP 1990
I-128.	52.215-2	<b>AUDIT AND RECORDS--NEGOTIATION</b> (IAW FAR 15.209(b)(1))	JUN 1999
I-129G.	52.215-8	<b>ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT</b> (IAW FAR 15.209(h))	OCT 1997
I-133C.	52.215-10	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA</b> (IAW FAR 15.408(b))	OCT 1997
I-135C.	52.215-12	<b>SUBCONTRACTOR COST OR PRICING DATA</b> (IAW FAR 15.408(d))	OCT 1997
I-137C.	52.215-14	<b>INTEGRITY OF UNIT PRICES</b> (IAW FAR 15.408(f)(1))	OCT 1997
I-138C.	52.215-14	<b>INTEGRITY OF UNIT PRICES -- ALTERNATE I</b> (IAW FAR 15.408(f)(2))	OCT 1997
I-139C.	52.215-15	<b>PENSION ADJUSTMENTS AND ASSET REVERSIONS</b> (IAW FAR 15.408(g))	DEC 1998
I-146C.	52.215-18	<b>REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS</b> (IAW FAR 15.408(j))	OCT 1997
I-147J.	52.215-19	<b>NOTIFICATION OF OWNERSHIP CHANGES</b> (IAW FAR 15.408(k))	OCT 1997
I-147K.	52.215-21	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS</b> (IAW FAR 15.408(m))	OCT 1997
I-147M.	52.215-21	<b>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS -- ALTERNATE II</b> IAW FAR 15.408(m)(2)	OCT 1997
I-153.	52.216-7	<b>ALLOWABLE COST AND PAYMENT</b> (IAW FAR 16.307(a)(1))	APR 1998

I-155. **52.216-8** **FIXED FEE**  
(IAW FAR 16.307(b))

(Applicable to CLINs XX01 – XX09 as specified in each individual order)

I-158. **52.216-11** **COST CONTRACT-NO FEE**  
(IAW FAR 16.307(e)(1))

APR 1984

(Applicable to CLINs as specified in Individual Orders for Clause H-941.)

I-160. **52.216-12** **COST-SHARING CONTRACT--NO FEE**  
(IAW FAR 16.307(f)(1))

APR 1984

I-170. **52.216-18** **ORDERING**  
(IAW FAR 16.506(a))

OCT 1995

For the purposes of this clause the blank(s) is/are completed as follows:

(a) issued from Date of award through 31 October 2006, or as extended by award term.

I-173. **52.216-21** **REQUIREMENTS**  
IAW FAR 16.506(d)(1)

OCT 1995

(Applicable to CLINs XX01, XX02, XX03, and XX09)

For the purposes of this clause the blank(s) is/are completed as follows:

(f) Contractor shall not be required to make any deliveries under this Contract after COMPLETION OF ALL ORDERS.

I-174. **52.216-21** **REQUIREMENTS -- ALTERNATE I**  
IAW FAR 16.506(d)(2)

APR 1984

I-214. **52.219-8** **UTILIZATION OF SMALL BUSINESS CONCERNS**  
(IAW FAR 19.708(a))

OCT 1999

I-215. **52.219-9** **SMALL BUSINESS SUBCONTRACTING PLAN**  
(IAW FAR 19.708(b)(1))

OCT 1999

I-216C. **52.219-9** **SMALL BUSINESS SUBCONTRACTING PLAN --  
ALTERNATE II**  
(IAW FAR 19.708(b)(1))

JAN 1999

I-223. **52.219-16** **LIQUIDATED DAMAGES--SUBCONTRACTING PLAN**  
(IAW FAR 19.708(b)(2))

JAN 1999

I-245. **52.222-1** **NOTICE TO THE GOVERNMENT OF LABOR DISPUTES**  
(IAW FAR 22.103-5(a))

FEB 1997

I-246. **52.222-2** **PAYMENT FOR OVERTIME PREMIUMS**  
(IAW FAR 22.103-5(b))

JUL 1990

For the purposes of this clause the blank(s) is/are completed as follows:

(a) does not exceed "Zero" except as modified by Clauses H-901(d)(15) and H-924(g).

I-247. **52.222-3** **CONVICT LABOR**

AUG 1996

(IAW FAR 22.202)

I-263.	<b>52.222-20</b>	<b>WALSH-HEALEY PUBLIC CONTRACTS ACT</b> (IAW FAR 22.610)	DEC 1996
I-263E.	<b>52.222-21</b>	<b>PROHIBITION OF SEGREGATED FACILITIES</b> (IAW FAR 22.810(a)(1))	FEB 1999
I-264.	<b>52.222-26</b>	<b>EQUAL OPPORTUNITY</b> (IAW FAR 22.810(e))	FEB 1999
I-274.	<b>52.222-35</b>	<b>AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(a)(1), and DFARS 222.1308(a)(1))	APR 1998
I-276.	<b>52.222-36</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES</b> (IAW FAR 22.1408(a))	JUN 1998
I-278.	<b>52.222-37</b>	<b>EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA</b> (IAW FAR 22.1308(b)) (IAW FAR 22.1006(a))	JAN 1999
I-293.	<b>52.223-3</b>	<b>HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA</b> IAW FAR 23.303(a)	JAN 1997
(b) Material Identification No. (If none, insert None) <u>Refer to IB-320(d)</u>			
I-295.	<b>52.223-6</b>	<b>DRUG-FREE WORKPLACE</b> (IAW FAR 23.505)	JAN 1997
I-297C.	<b>52.223-11</b>	<b>OZONE-DEPLETING SUBSTANCES</b> (IAW FAR 23.804(a))	JUN 1996
(b) "WARNING: Contains (or manufactured with, if applicable) *( <u>Refer to IB-320(d)</u> ), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."			
*The Contractor shall insert the name of the substance(s).			
I-297D.	<b>52.223-12</b>	<b>REFRIGERATION EQUIPMENT AND AIR CONDITIONERS</b> (IAW 23.804(b))	MAY 1995
I-297E.	<b>52.223-14</b>	<b>TOXIC CHEMICAL RELEASE REPORTING</b> IAW FAR 23.907(b)	OCT 1996
I-309F.	<b>52.225-8</b>	<b>DUTY-FREE ENTRY</b> (IAW FAR 25.1101(e))	FEB 2000

For the purposes of this clause the blank(s) is/are completed as follows:

(g)(4) Notation "UNITED STATES GOVERNMENT, **DEPARTMENT OF DEFENSE**, Duty-free entry to be claimed pursuant to **Schedule 8, Part 3, Item No. 832.00** Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify **THE APPROPRIATE COGNIZANT CONTRACT ADMINISTRATION OFFICE** for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates."

I-312.	<b>52.225-13</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES</b> (IAW FAR 25.1103(a))	FEB 2000
I-312DCC	<b>52.225-15</b>	<b>SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS</b> (Applicable to orders for supplies that are valued less than \$186,000)	FEB 2000
I-312DCP	<b>52.225-15</b>	<b>SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS</b> (Applicable to orders for supplies that are valued less than \$186,000)	FEB 2000
I-314D.	<b>52.226-1</b>	<b>UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES</b> (IAW FAR 26.104(a))	FEB 2000
I-315.	<b>52.227-1</b>	<b>AUTHORIZATION AND CONSENT</b> (IAW FAR 27.201-2(a))	JUL 1995
I-317.	<b>52.227-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS</b> (IAW FAR 27.202-2)	AUG 1996
I-326.	<b>52.227-10</b>	<b>FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER</b> (IAW FAR 27.207-2)	APR 1984
I-339.	<b>52.228-7</b>	<b>INSURANCE--LIABILITY TO THIRD PERSONS</b> (IAW FAR 28.311-1)	MAR 1996
I-368.	<b>52.230-2</b>	<b>COST ACCOUNTING STANDARDS</b> (IAW FAR 30.201-4(a)(1))	APR 1998
I-372.	<b>52.230-6</b>	<b>ADMINISTRATION OF COST ACCOUNTING STANDARDS</b> (IAW FAR 30.201-4(d)(1))	NOV 1999
I-389.	<b>52.232-7</b>	<b>PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS</b> (IAW FAR 32.111(b))	FEB 1997
I-392.	<b>52.232-9</b>	<b>LIMITATION ON WITHHOLDING OF PAYMENTS</b> (IAW FAR 32.111(c)(2))	APR 1984
I-400.	<b>52.232-16</b>	<b>PROGRESS PAYMENTS</b> (IAW FAR 32.502-4(a))	JUL 1991
I-403.	<b>52.232-17</b>	<b>INTEREST</b> (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
I-404.	<b>52.232-18</b>	<b>AVAILABILITY OF FUNDS</b> (IAW FAR 32.705-1(a))	APR 1984
I-405.	<b>52.232-19</b>	<b>AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR</b> (IAW FAR 32.705-1(b))	APR 1984

For the purposes of this clause the blank(s) is/are completed as follows:

To be completed on each applicable individual order.

To be completed on each applicable individual order.

I-406.	52.232-20	<b>LIMITATION OF COST</b> (IAW FAR 32.705-2(a))	APR 1984
I-408.	52.232-22	<b>LIMITATION OF FUNDS</b> (IAW FAR 32.705-2(c))	APR 1984
I-409.	52.232-23	<b>ASSIGNMENT OF CLAIMS</b> (IAW FAR 32.806(a)(1))	JAN 1986
I-410.	52.232-23	<b>ASSIGNMENT OF CLAIMS -- ALTERNATE I</b> (IAW FAR 32.806(a)(1))	APR 1984
I-412.	52.232-25	<b>PROMPT PAYMENT</b> (IAW FAR 32.908(c))	JUN 1997

For the purposes of this clause the blank(s) is/are completed as follows:

(a)(5)(i)

1. last day of the period elsewhere in the Contract for review, inspection and approval/disapproval--

(NOTE - For destination acceptance items, the Contractor shall prominently annotate the invoice to show the date scheduled for approval/disapproval/acceptance, assuming ten days for shipment when the period allowed for Government evaluation begins upon receipt of the item (when the DD FORM 250 is used as an invoice, the annotation shall appear in block 23); the annotation is a condition for a "Proper Invoice", in accordance with paragraph (a)(4)(viii) of FAR 52.232-25)

OR; 2. if a time or period is not otherwise specified, on the 45th day, if acceptance is at destination (annotate the invoice as

indicated in 1. above, using a 45-day period), and, if acceptance is at origin, on the 7th day after the Contractor delivered the supplies or performed the services.

(b)(1) 7th day for CR-type Contract financing and 30<sup>th</sup> day for FP-type Contract financing after receipt of proper Contract financing request by the designated billing office.

I-416F.	52.232-33	<b>PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION</b> (IAW FAR 32.1110(a)(1))	MAY 1999
I-417.	52.233-1	<b>DISPUTES</b> (IAW FAR 33.215)	DEC 1998
I-419.	52.233-3	<b>PROTEST AFTER AWARD</b> (IAW FAR 33.106(b))	AUG 1996
I-420.	52.233-3	<b>PROTEST AFTER AWARD -- ALTERNATE I</b> (IAW FAR 33.106(b))	JUN 1985
I-430.	52.234-1	<b>INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III</b> (IAW FAR 34.104)	DEC 1994

I-490.	<b>52.239-1</b>	<b>PRIVACY OR SECURITY SAFEGUARDS</b> (IAW FAR 39.107)	AUG 1996
I-529.	<b>52.242-1</b>	<b>NOTICE OF INTENT TO DISALLOW COSTS</b> (IAW FAR 42.802)	APR 1984
I-531.	<b>52.242-3</b>	<b>PENALTIES FOR UNALLOWABLE COSTS</b> (IAW FAR 42.709-6)	OCT 1995
I-532.	<b>52.242-4</b>	<b>CERTIFICATION OF FINAL INDIRECT COSTS</b> (IAW FAR 42.703-2(f))	JAN 1997

(c) The certificate of final indirect costs shall read as follows:

**CERTIFICATE OF FINAL INDIRECT COSTS**

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (**identify proposal and date**) to establish final indirect costs rates for (**identify period covered by rate**) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the Contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name of Certifying Official: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

I-538.	<b>52.242-10</b>	<b>F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE</b> (IAW FAR 42.1404-2(a))	APR 1984
I-539.	<b>52.242-11</b>	<b>F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR INDICIA MAIL</b> (IAW FAR 42.1404-2(b))	FEB 1993
I-541.	<b>52.242-13</b>	<b>BANKRUPTCY</b> (IAW FAR 42.903)	JUL 1995
I-546.	<b>52.243-1</b>	<b>CHANGES – FIXED PRICE</b> (IAW FAR 43.205(a)(1))	AUG 1987
I-548.	<b>52.243-1</b>	<b>CHANGES – FIXED PRICE -- ALTERNATE II</b> (IAW FAR 43.205(a)(1))	APR 1987
I-552.	<b>52.243-2</b>	<b>CHANGES--COST-REIMBURSEMENT</b> (IAW FAR 43.205(b)(1))	AUG 1987
I-554.	<b>52.243-2</b>	<b>CHANGES--COST-REIMBURSEMENT -- ALTERNATE II</b> (IAW FAR 43.205(b)(3))	APR 1984
I-558.	<b>52.243-3</b>	<b>CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS</b> (IAW FAR 43.205(c))	AUG 1987

I-570. **52.244-2** **SUBCONTRACTS** AUG 1998  
(IAW FAR 44.204(a)(1))

(e) **NONE**

(k) **TO BE CITED ON EACH APPLICABLE INDIVIDUAL ORDER**

I-570D. **52.244-2** **SUBCONTRACTS -- ALTERNATE I** AUG 1998  
(IAW FAR 44.204(a)(2)(i))

I-573. **52.244-5** **COMPETITION IN SUBCONTRACTING** DEC 1996  
(IAW FAR 44.204(c)) (I573B)

(Applicable to orders exceeding the simplified acquisition threshold when the order results from noncompetitive procedures)

I-574. **52.244-6** **SUBCONTRACTS FOR COMMERCIAL ITEMS AND** OCT 1998  
**COMMERCIAL COMPONENTS**  
(IAW FAR 44.403)

I-580 **52.245-2** **GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)** DEC 1989  
(IAW FAR 45.106(b)(1))

(Applicable to CLINs XX04 and XX08 when issued as FP-type individual Orders and any FFP purchase orders issued by the Contractor.)

I-581 **52.245-2** **GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) -- ALTERNATE I** APR 1989  
(IAW FAR 45.106(b)(2))

(Applicable to CLINs XX04 and XX08 when issued as FP-type individual Orders and any FFP purchase orders issued by the Contractor for Aircraft Maintenance or SCM activities.)

I-585. **52.245-5** **GOVERNMENT PROPERTY (COST-REIMBURSEMENT,** JAN 1986  
**TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)**  
**(DEVIATION)**  
(IAW FAR 45.106(f)(1), and DDP Memo dated  
13 July 1999, DAR Tracking #99-O0008)

(Applicable to CLINs XX01 - XX04 and XX06 --XX09 when issued as CR type individual orders and any CR type purchase order issued by the contractor only.)

I-590. **52.245-9** **USE AND CHARGES** APR 1984  
**(DEVIATION)**  
(IAW FAR 45.106(h), 45.302-6(c), 45.403(a) and  
DDP Memo dated 30 Aug 99, DAR Tracking #99-O0011)

I-627. **52.246-23** **LIMITATION OF LIABILITY** FEB 1997  
(IAW FAR 46.805) (I627B)

(Applicable to orders in which items have a unit price less than \$100,000, except items priced or based on catalog or market prices)

I-628. **52.246-24** **LIMITATION OF LIABILITY--HIGH-VALUE ITEMS** FEB 1997  
(IAW FAR 46.805)

I-630. **52.246-25** **LIMITATION OF LIABILITY--SERVICES** FEB 1997  
(IAW FAR 46.805)

I-636.	<b>52.247-1</b>	<b>COMMERCIAL BILL OF LADING NOTATIONS</b> (IAW FAR 47.104-4(a), and (b))	APR 1984
I-667.	<b>52.247-67</b>	<b>SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT</b> (IAW FAR 47.104-4(c))	JUN 1997
I-671.	<b>52.248-1</b>	<b>VALUE ENGINEERING</b> (IAW FAR 48.201(b) and (f))	FEB 2000
I-692.	<b>52.249-6</b>	<b>TERMINATION (COST-REIMBURSEMENT)</b> (IAW FAR 49.503(a)(1))	SEP 1996
I-696.	<b>52.249-6</b>	<b>TERMINATION (COST-REIMBURSEMENT) -- ALTERNATE IV</b> (IAW FAR 49.503(a)(4))	SEP 1996
I-710.	<b>52.249-14</b>	<b>EXCUSABLE DELAYS</b> (IAW FAR 49.505(d))	APR 1984
I-723.	<b>52.251-1</b>	<b>GOVERNMENT SUPPLY SOURCES</b> (IAW FAR 51.107) (I723B)	APR 1984
(Applicable when the order authorizes the Contractor to acquire supplies or services from a Government supply source)			
I-733.	<b>52.252-6</b>	<b>AUTHORIZED DEVIATIONS IN CLAUSES</b> (IAW FAR 52.107(f))	APR 1984
For the purposes of this clause the blank(s) is/are completed as follows:			
(b)	<b><u>Defense Federal Acquisition Regulation Supplement</u></b> (48 CFR <b>Chapter 2</b> )		
I-750.	<b>52.253-1</b>	<b>COMPUTER GENERATED FORMS</b> (IAW FAR 53.111)	JAN 1991
IA-10.	<b>252.201-7000</b>	<b>CONTRACTING OFFICER'S REPRESENTATIVE</b> IAW DFARS 201.602-70	DEC 1991
IA-22.	<b>252.203-7001</b>	<b>PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES</b> (IAW DFARS 203.570-5)	MAR 1999
IA-24.	<b>252.203-7002</b>	<b>DISPLAY OF DOD HOTLINE POSTER</b> (IAW DFARS 203.7002)	DEC 1991
IA-31.	<b>252.204-7000</b>	<b>DISCLOSURE OF INFORMATION</b> (IAW DFARS 204.404-70(a))	DEC 1991
IA-33.	<b>252.204-7003</b>	<b>CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT</b> (IAW DFARS 204.404-70(b))	APR 1992
IA-34.	<b>252.204-7004</b>	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION</b> (IAW DFARS 204.7304)	MAR 1998

IA-35C.	<b>252.204-7005</b>	<b>ORAL ATTESTATION OF SECURITY RESPONSIBILITIES</b> (IAW DFARS 204.404-70(c))	AUG 1999
IA-40.	<b>252.205-7000</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS</b> (IAW DFARS 205.470-2)	DEC 1991
IA-90.	<b>252.209-7000</b>	<b>ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY</b> (IAW DFARS 209.103-70)	NOV 1995
IA-92.	<b>252.209-7004</b>	<b>SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY</b> (IAW DFARS 209.409)	MAR 1998
IA-99.	<b>252.211-7000</b>	<b>ACQUISITION STREAMLINING</b> (IAW DFARS 211.002-70)	DEC 1991
IA-152.	<b>252.215-7000</b>	<b>PRICING ADJUSTMENTS</b> (IAW DFARS 215.408(1))	DEC 1991
IA-157.	<b>252.215-7002</b>	<b>COST ESTIMATING SYSTEM REQUIREMENTS</b> (IAW DFARS 215.408(2))	OCT 1998
IA-225.	<b>252.219-7003</b>	<b>SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)</b> (IAW DFARS 219.708(b)(1)(A))	APR 1996
IA-280.	<b>252.223-7004</b>	<b>DRUG-FREE WORK FORCE</b> (IAW DFARS 223.570-4(a))	SEP 1988
IA-287.	<b>252.225-7001</b>	<b>BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM</b> (IAW DFARS 225.109(d))	MAR 1998
(The Balance of Payments Program is not applicable when the estimated cost of the product or service is at or below the simplified acquisition threshold)			
IA-288.	<b>252.225-7002</b>	<b>QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS</b> (IAW DFARS 225.109-70(a))	DEC 1991
(The Balance of Payments Program is not applicable when the estimated cost of the product or service is at or below the simplified acquisition threshold)			
IA-291G.	<b>252.225-7008</b>	<b>SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY</b> (IAW DFARS 225.605-70(e))	MAR 1998
Supplies to be accorded duty-free entry: <b><u>NONE, unless supplies are expressly cited on Individual Orders.</u></b>			
IA-292.	<b>252.225-7009</b>	<b>DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)</b> (IAW DFARS 225.605-70(a))	MAR 1998

IA-292C. **252.225-7010** **DUTY-FREE ENTRY--ADDITIONAL PROVISIONS** MAR 1998  
(IAW DFARS 225.605-70(c))

For the purposes of paragraph (d) of this clause, the CAO is listed on the front page of this document and the corresponding Activity Address number is in Appendix G of the Defense FAR Supplement.

IA-293. **252.225-7012** **PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES** MAY 1999  
(IAW DFARS 225.7002-3(a))

IA-297. **252.225-7016** **RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS** AUG 1998  
(IAW DFARS 225.7019-4)

(Clause is not applicable when items acquired overseas are for use overseas)

IA-312. **252.225-7025** **RESTRICTION ON ACQUISITION OF FORGINGS** JUN 1997  
(IAW DFARS 225.7102-4(a))

IA-312C. **252.225-7026** **REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES** MAR 1998  
(IAW DFARS 225.7203)

IA-312H. **252.225-7031** **SECONDARY ARAB BOYCOTT OF ISRAEL** JUN 1992  
(IAW DFARS 225.770-5)

IA-332. **252.227-7013** **RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS** NOV 1995  
(IAW DFARS 227.7102-3(b), and 227.7103-6(a)) (e) (3)

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted-- Technical Data Asserted Name of person to be Furnished Basis for Rights Asserting With Restrictions\* Assertion\*\* Category\*\*\* Restrictions\*\*\*\*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ \*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process. \*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted. \*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior Contract, rights in SBIR data generated under another Contract, limited or government purpose rights under this or a prior Contract, or specifically negotiated licenses). \*\*\*\*Corporation, individual, or other person, as appropriate. Date \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Signature \_\_\_\_\_

(End of identification and assertion)

(f) (2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS Contract No. \_\_\_\_\_ Contractor Name \_\_\_\_\_  
Contractor Address \_\_\_\_\_ Expiration Date \_\_\_\_\_

\_\_\_\_\_ The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified Contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. (End of Legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS Contract No. \_\_\_\_\_ Contractor Name \_\_\_\_\_ Contractor Address \_\_\_\_\_

\_\_\_\_\_ The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified Contract. Any reproduction of technical data or portions thereof marked with this legend must also

reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor. (End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend: SPECIAL LICENSE RIGHTS The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert Contract number)\_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier)\_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

IA-337D. **252.227-7016**                      **RIGHTS IN BID OR PROPOSAL INFORMATION**                      JUN 1995  
IAW DFARS 227.7103-6(e)(1), 227.7104(e)(1),or 227.7203-6(b))

IA-343. **252.227-7025**                      **LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT- FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS**                      JUN 1995  
IAW DFARS 227.7103-6(c), 227.7104(f)(1), or 227.7203-6(d)

IA-347. **252.227-7030**                      **TECHNICAL DATA--WITHHOLDING OF PAYMENT**                      MAR 2000  
IAW DFARS 227.7103-6(e)(2) or 227.7104(e)(4)

For the purposes of this clause, the Contracting Officer may withhold 0.1% of the individual Order price.

IA-352. **252.227-7036**                      **DECLARATION OF TECHNICAL DATA CONFORMITY**                      JAN 1997  
IAW DFARS 227.7103-6(e)(3) or 227.7104(e)(5)

IA-353. **252.227-7037**                      **VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA**                      SEP 1999  
IAW DFARS 227.7102-3(c), 227.7103-6(e)(4), 228.7104(e)(6), or 227.7203-6(f)

IA-360. **252.228-7000**                      **REIMBURSEMENT FOR WAR-HAZARD LOSSES**                      DEC 1991  
(IAW DFARS 228.370(a))  
(Applicable to CLINs XX02 OCONUS Deployments under individual orders only.)

IA-361. **252.228-7001**                      **GROUND AND FLIGHT RISK**                      SEP 1996  
(IAW DFARS 228.370(b)(1))  
(Applicable to CLINs XX04, XX07 – XX08 when FP Type pricing arrangements are cited on individual orders only.)

IA361B. **252.228-7001**                      **GROUND AND FLIGHT RISK**                      SEP 1996  
(IAW DFARS 228.370(b)(1))  
(Applicable to orders for the production, modification, maintenance or overhaul of aircraft.)

IA-362. **252.228-7002**                      **AIRCRAFT FLIGHT RISK**                      SEP 1996  
(IAW DFARS 228.370(c)(1))  
(Applicable to CLINs XX01 – XX04 and XX06 – XX08 when CR type pricing arrangements are cited on individual Orders only.)

IA362B. **252.228-7002**                      **AIRCRAFT FLIGHT RISK**                      SEP 1996  
(IAW DFARS 228.370(c)(1))  
(Applicable to orders for the development, production, modification, maintenance or overhaul of aircraft, or otherwise involving the furnishing of aircraft by the Government)

IA-363. **252.228-7003**                      **CAPTURE AND DETENTION**                      DEC 1991  
(IAW DFARS 228.370(d))  
(Applicable to CLINs XX02 OCONUS Deployments under individual orders only.)

IA363B. **252.228-7003**                      **CAPTURE AND DETENTION**                      DEC 1991

(IAW DFARS 228.370(d))

(Applicable if U.S. Workers are subject to capture and detention and may not be covered by the War-Hazard Compensation Act (42 U.S.C. 1701 et seq.)

IA-399.	<b>252.231-7000</b>	<b>SUPPLEMENTAL COST PRINCIPLES</b> (IAW DFARS 231.100-70)	DEC 1991
IA-435.	<b>252.234-7001</b>	<b>EARNED VALUE MANAGEMENT SYSTEM</b> (IAW DFARS 234.005-71(b))	MAR 1998
IA-420.	<b>252.232-7004</b>	<b>DoD PROGRESS PAYMENT RATES</b> (IAW DFARS 232.502-4-70(b))	FEB 1996
(Applicable to CLINs XX04 and XX07 – XX08 when FP type pricing arrangements are cited under individual Orders only.)			
IA-450.	<b>252.235-7003</b>	<b>FREQUENCY AUTHORIZATION</b> (IAW DFARS 235.071(b))	DEC 1991
IA450B.	<b>252.235-7003</b>	<b>FREQUENCY AUTHORIZATION</b> (IAW DFARS 235.071(b))	DEC 1991
(Applicable to orders when developing, producing, constructing, testing or operating a device requiring a radio frequency authorization)			
IA-571.	<b>252.239-7000</b>	<b>PROTECTION AGAINST COMPROMISING EMANATIONS</b> (IAW DFARS 239.7102-3(a))	DEC 1991
IA-632.	<b>252.242-7000</b>	<b>POSTAWARD CONFERENCE</b> (IAW DFARS 242.570)	DEC 1991
IA-634C.	<b>252.242-7003</b>	<b>APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS</b> (IAW DFARS 242.1404-2-70)	DEC 1991
IA-635.	<b>252.242-7004</b>	<b>MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM</b> (IAW DFARS 242.7206)	SEP 1996
IA-649.	<b>252.243-7002</b>	<b>REQUESTS FOR EQUITABLE ADJUSTMENT</b> (IAW DFARS 243.205-72)	MAR 1998
IA-662.	<b>252.245-7001</b>	<b>REPORTS OF GOVERNMENT PROPERTY</b> (IAW DFARS 245.505-14(a))	MAY 1994
IA-745.	<b>252.247-7023</b>	<b>TRANSPORTATION OF SUPPLIES BY SEA</b> (IAW DFARS 247.573(b))	NOV 1995
IA-765.	<b>252.249-7002</b>	<b>NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION</b> (IAW DFARS 249.7003(c))	DEC 1996
IA-784.	<b>252.251-7000</b>	<b>ORDERING FROM GOVERNMENT SUPPLY SOURCES</b> (IAW DFARS 251.107)	MAY 1995

For the purposes of this clause the blank(s) is/are completed as follows:

(f) Contractor's Billing Address: \_\_\_\_\_

Government Remittance Address: \_\_\_\_\_

IB-305. **5352.204-9000** **NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY** MAY 1996  
(IAW AFFARS 5304.404-90)

Thirty days before the date Contractor operations will begin on base, the Contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to:

- (a) The name, address, and telephone number of this Contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The Contract number and military Contracting command;
- (c) The highest classification category of defense information to which Contractor employees will have access;
- (d) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the Contract work will be performed;
- (e) The date Contractor operations will begin on base in the U.S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DOD 5220.22-M, National Industrial Security Program Operating Manual.

IB-306. **5352.204-9001** **VISITOR GROUP SECURITY AGREEMENTS** MAY 1996  
(IAW AFFARS 5304.404-90) (FOR AIR FORCE USE ONLY)

IB-320. **5352.223-9000** **ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)** MAY 1996  
(IAW AFFARS 5323.890-7)

For the purposes of this clause the blank(s) is/are completed as follows:

(d) As a result of the Air Force review, the following Class I DDS have been identified as integral to performance and specific authorization has been obtained to continue use of this/these substances: Halon 1211, Halon 1301, and CFC-114. Waivers to continue to use these substances apply through Calendar Year 2001.

IB-321. **5352.223-9001** **HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS** JUN 1997  
IAW AFFARS 5323.9002

IB-343. **5352.242-9000** **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS** MAY 1996  
(IAW AFFARS 5342.490-1)

For the purposes of this clause the blank(s) is/are completed as follows:

(b) The Contractor shall submit a written request on company letterhead to the Contracting officer listing the following: Contract number, location of work site, start and stop dates, and names of employees and Subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The Contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized Contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and [NONE] to obtain a vehicle pass.

IB-432. **5352.216-9004** **AUTHORITY TO ISSUE ORDERS (AFMC)** JUL 1997  
(IAW AFMCFARS 5316.506-90, and 5316.703-90(a))

**ONLY** Contracting Officers within the **WR-ALC/LKK** are authorized to issue orders hereunder.  
(Applicable to all orders issued hereunder)

IB-445. **5352.219-9000** **INCORPORATION OF SUBCONTRACTING PLAN (AFMC)** JUL 1997  
(IAW AFMCFARS 5319.705-5(a))

For the purposes of this clause the blank(s) is/are completed as follows:

In accordance with FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, the Subcontracting plan

contained in **SECTION J** is incorporated herein by reference. The small business goal is **26.1 PERCENT**. The small disadvantaged business goal is **8.0**

**PERCENT**. The women-owned small business goal is **6.0 PERCENT**.

IB-456. **5352.225-9001** **ENGLISH LANGUAGE REQUIREMENTS (AFMC)** JUL 1997  
(IAW AFMCFARS 5325.902-91)

- (a) Deliver all documents in the English language.
- (b) Provide an English language speaking person during in-plant visits, inspections, reviews, audits, and other similar activities.

IB-468C. **5352.228-9001** **INSURANCE CLAUSE IMPLEMENTATION (AFMC)** JUL 1997  
(IAW AFMCFARS 5328.310(a) and 5328.311-1)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this Contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

IB-469C. **5352.228-9002** **GROUND AND FLIGHT RISK (AFMC)** JUL 1997  
(IAW AFMCFARS 5328.370-90)

For the purposes of this clause the blank(s) is/are completed as follows:

(I) The additional information contained in subparagraphs below apply:

(i) In subparagraph (a)(2), the term "Contractor's premises" means the property which comprises the facilities utilized by the Contractor at the geographical location of the Contractor's facility at Melbourne FL, Lake Charles LA, Warner Robins GA, and those Subcontractors designated by the Contractor to perform Aircraft Maintenance and SCM.

(ii) In subparagraph (e), the words "each separate event per aircraft" means "each separate event per aircraft." In subparagraph (e), the words "each separate event" means "each separate event per aircraft."

IB469CB **5352.228-9002** **GROUND AND FLIGHT RISK (AFMC)** JUL 1997  
(IAW AFMCFARS 5328.370-90)

Applicable to orders for the production, modification, maintenance or overhaul of aircraft - blanks will be completed in the individual order.

IB-510C. **5352.245-9000** **GOVERNMENT-FURNISHED PROPERTY (GFP) (AFMC)** JUL 1997  
(IAW AFMCFARS 5345.106(91))

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. **ORIGIN OR DESTINATION**, for use in performance of this Contract. Upon completion of the Contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the Contract.

<u>ITEM NR</u>	<u>NSN</u>	<u>NOUN</u>	<u>PART NO</u>	<u>QTY</u>	<u>DELIVERY DATE</u>
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See Section J or applicable individual order.

IB-515C. **5352.245-9004** **BASE SUPPORT (AFMC)** JUL 1997  
(IAW AFMCFARS 5345.106-90(a))

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If

warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force

installation where this Contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this Contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the Contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's Contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the Contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided:

**(1) Robins Air Force Base, Warner Robins, GA**

**(2) Installations, as directed in writing by the PCO, for designated CONIUS/OCONIUS locations required for performance of CLIN XX02 Deployment services required by Orders.**

(f) The Government support to be furnished under this Contract is **(Refer to Section J)**. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

IB-515D. **5352.245-9004**                      **BASE SUPPORT -- ALTERNATE I (AFMC)**                      JUL 1997  
(IAW AFMCFARS 5345.106-90(a))

Add the following paragraph (g) to the basic clause: (g) When this Contract is a cost, cost-reimbursement, time-and-materials, or labor-hour Contract, the Contractor agrees that in the performance of this Contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this Contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

IB-522C. **5352.245-9012**                      **RENT-FREE USE OF GOVERNMENT-OWNED**                      JUL 1997  
**PROPERTY (AFMC)**  
(IAW AFMCFARS 5345.404-90)

The Contractor is authorized to use in the performance of this Contract on a rent-free, non-interference basis the Government-owned property identified below, made available during the periods set forth below.

<b><u>ITEM</u></b>	<b><u>PERIOD AVAILABLE</u></b>
<u>Refer to Section J or individual order</u>	<u>Refer to Section J or individual order.</u>

IB-551. **5352.291-9001**                      **EXCESS INVENTORY - DISPOSITION OF GOVERNMENT PROPERTY (AFMC)**                      JUL 1997  
(IAW AFMCFARS 5391.102(f))

Applicable ONLY to "Material Support Division" Repair Items.

(a) The Contractor shall dispose of any excess Government property generated during Contract performance or at Contract completion in accordance with the Government Property Management Attachment.

(b) The over and above clause of the Contract authorizes work involved in packing, crating and preparing excess Government property for shipment, either during Contract performance or at Contract completion, unless such excess inventory exceeds the stock level limits as defined in Government Property Management Attachment.

(c) If the Administrative Contracting Officer determines excess Government property exceeds the stock level limits authorized in accordance with Government Property Management Attachment, the Contractor shall bear the cost of packing, crating and preparing the unauthorized excess inventory for shipment, provided such excess is not the result of decreased production requirements directed by the Procuring Contracting Officer.

(d) The Government shall deduct transportation costs for excess inventory, which are borne by the Government in accordance with the Government property clauses of the Contract, from payments due under the Contract.

IB551B Applicable to orders for maintenance, overhaul and modification when order contains over and above work procedures and GFM under Appendix B, Supply Information

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

<b>DOCUMENT</b>	<b>TITLE</b>	<b>DATE</b>	<b>NR OF PAGES</b>
Attachment 1	Future Support (FS) Statement of Objectives (SOO)	29 February 2000	1
Attachment 2	Joint STARS Future Support (FS) Technical Requirement Document (TRD) With attachments A, B, and C.	24 April 2000	20
Attachment 3	Joint STARS Total System Support Responsibility (TSSR) Award Fee Plan	14 September 2000	23
Attachment 4	Joint STARS Total System Support Responsibility (TSSR) Award Term Plan	14 September 2000	16
Attachment 5	Partnering Agreement (PA) Between Northrop Grumman Corporation and WR-ALC Depot Maintenance Activity Group (WR-ALC DMAG)	15 August 2000	2X
Attachment 6	Implementation Agreements List (IALs) Identifying Government Furnished Supplies and Services (GFSS) to be Provided by the Depot Maintenance Activity Group (DMAG)	XX XXXX 2000	XX
Attachment 7	Implementation Agreement (IA) for Software Support	XX XXX 2000	XX
Attachment 8	Implementation Agreement (IA) for PME Maintenance	XX XXX 2000	XX
Attachment 9	Implementation Agreement (IA) for GSS Maintenance	XX XXX 2000	XX
Attachment 10	Implementation Agreement (IA) for TI Services	XX XXX 2000	XX
Attachment 11	Joint STARS Security Classification Guide	10 June 1998	57
Attachment 12	Department of Defense Contract Security Classification Specification DD Form 254	06 June 2000	2
Attachment 13	Individual Subcontracting Plan	27 June 2000	2
Attachment 14	Government Furnished Property	28 June 2000	XX
Attachment 15	Government Owned Property to be Furnished on a Rent Free, Joint-Use Non-Interference Basis	28 June 2000	XX
Attachment 16	Site Activation Management Plan	14 September 2000	XX
Attachment 17	Inventory Control Point (ICP) SLAs	*	TBD
Attachment 18	Exhibit "A" Contract Data Requirements List (CDRL), DD Form 1423-1	11 September 2000	29
Attachment 19	FS Work Breakdown Structure (WBS)	23 May 2000	4
Attachment 20	FS Tasks Description Document (TDD)	23 May 2000	38
Attachment 21	FS Integrated Management Plan (IMP)	25 April 2000	43
Attachment 22	Menu of Services for Transition Period (FY00)	14 September 2000	8
Attachment 23	Menu of Services for Performance Period 1 (FY01)	14 September 2000	8
Attachment 24	Menu of Services for Performance Period 2 (FY02)	14 September 2000	8
Attachment 25	Menu of Services for Performance Period 3 (FY03)	14 September 2000	6
Attachment 26	Menu of Services for Performance Period 4 (FY04)	14 September 2000	6
Attachment 27	Menu of Services for Performance Period 5 (FY05)	14 September 2000	6
Attachment 28	Menu of Services for Performance Period 6 (FY06)	14 September 2000	6
Attachment 29	Statement of Principles Between the Department of The Air Force and Northrop Grumman Corporation Concerning Use of Alternate Dispute Resolution Processes	02 November 1998	2

\*Attachment 17 will be added by an administrative modification No Later Than 01 November 2000.