

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-A2	PAGE OF PAGES 1   43
2. CONTRACT NO. HQ0147-14-C-0004	3. SOLICITATION NO. HQ0147-13-R-0007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (FB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10 Sep 2013	6. REQUISITION/PURCHASE NO. HQ0147431926	
7. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: FAX:		TEL: FAX:		TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME (b)(6)	B. TELEPHONE (include area code) (NO COLLECT CALLS) (b)(6)	C. E-MAIL ADDRESS (b)(6)
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### 11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	22 - 42
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	3	X J	LIST OF ATTACHMENTS	43
X D	PACKAGING AND MARKING	4	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE	5 - 6	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	7		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	8 - 10	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	11 - 21			

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930	CODE 5D177	FACILITY	
		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (include area code) (b)(6)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT (b)(4)	21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) _____ <input type="checkbox"/> 41 U.S.C. 253(c) _____	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE S0107A	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43216-2264	CODE HQ0338
26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6) EMAIL: (b)(6)	27. SIGNATURE (b)(6) (Signature of Contracting Officer)		28. AWARD DATE 09-Dec-2013

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	Mission Critical/Essential Effort CPFF Pending negotiations and award of the main TCHSS scope, the contractor shall perform mission critical/essential effort including continuing mission planning work for FTG-06b and FTX-20 missions during the bridge period of performance IAW the TCHSS SOW (Section J Attachment I). Both parties recognize that negotiations of the contractor proposal # NBC-0062-U-13 dated Oct 24, 2013 are ongoing and the requirements and terms of the TCHSS contract are subject to the mutual agreement. FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010001	Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147431926				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AA CIN: HQ01474319260100				

Section C - Descriptions and Specifications

**CLAUSES INCORPORATED BY FULL TEXT**

**C-01 SCOPE OF WORK (MAY 2005)**

The Contractor shall perform the work specified in the Targets and Countermeasure Highly Specialized Services Statement of Work (SOW) to include Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement. The SOW is located in Section J Attachment I.

Section D - Packaging and Marking

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D-01 PACKAGING AND MARKING OF TECHNICAL DATA (APR 2009)

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

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D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to

Missile Defense Agency, MDA/DACT

Attn: (b)(6)

5222 Martin Road, Von Braun II

Redstone Arsenal, AL 35898

Email: (b)(6)



Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0100	Destination	Government	Destination	Government
010001	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0100	POP 09-DEC-2013 TO 19-DEC-2013	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
010001	N/A	N/A	N/A	N/A

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F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

Milestone Events  
TBD

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-U0-FY1415 ... 71TC . 255  
AMOUNT (b)(4)  
CIN HQ01474319260100 (b)(4)

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252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

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G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
 Organizational Code: MDA/DACT  
 Telephone Number: (b)(6)  
 E-Mail Address: (b)(6)

The COTR under this contract is:

Name: TBD  
 Organizational Code: MDA/XXX  
 Telephone Number:  
 E-Mail Address: \_\_\_\_\_@mda.mil

**c. CONTRACTING OFFICIAL FOR eSRS**

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)  
 Organizational Code: MDA/DACT  
 Telephone Number: (b)(6)  
 E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

**CLAUSES INCORPORATED BY FULL TEXT**

**G-06 ALLOTMENT OF FUNDS (MAY 2005)**

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

CLIN 0001: (b)(4)  
Estimated funds exhaustion date: 12/19/2013

**G-13 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)**

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

Section H - Special Contract Requirements

**CLAUSES INCORPORATED BY FULL TEXT**

**H-06 INSURANCE (Apr. 2009)**

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

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

**CLAUSES INCORPORATED BY FULL TEXT**

**H-08 PUBLIC RELEASE OF INFORMATION (Jun 2013)**

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information must be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract must be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials must be submitted for approval through the prime contractor to MDA.
- c. Upon request, the Contracting Officer's Representative (COR) will provide the contractor the MDA Form 003, "Security and Policy Review" or any superseding MDA form. The contractor must complete Sections A-C and E-H of the Form 003 (or comply with the instructions of any superseding form) and submit it to the COR with the materials to be cleared. If the information was previously cleared, provide the Public Release Case Number, if available, and a copy of the previous document highlighting the updated information.
- d. The contractor must submit the following to the COR at least 60 days in advance of the proposed release date:
  - (1) the completed Form 003 and one (1) electronic copy of the material to be reviewed. File size must not exceed 25MB; and,
  - (2) a written statement, including:
    - (a) to whom the material is to be released;
    - (b) the desired date for public release;

- (c) a statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release; and,
  - (d) the contract number.
- e. The items submitted must be complete. Photographs must have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, For Official Use Only (FOUO) information, export controlled, or International Traffic in Arms Regulations (ITAR) information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
- i. The COR will notify the contractor of the agency's final decision regarding the status of the request.
- j. Once information has been cleared for public release, it is in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

#### H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)

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

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

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

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

- b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Attachment X of this contract.

- c. Access to and Use of Nonpublic Information: If the Contractor, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or



otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

- (1) use such information for any private purpose;
- (2) release such information.

d. **Access to and Protection of Proprietary Information:** The Contractor agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. **Subcontracts:** The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. **Representations and Disclosures:**

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

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

g. **Remedies and Waiver:**

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

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

## CLAUSES INCORPORATED BY FULL TEXT

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

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

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

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

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

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

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

#### H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4  
Missile Defense Agency  
Attn: Access Control Center  
5700 18th Street, Bldg 245  
Fort Belvoir, VA 22060-5573  
571-231-8249  
571-231-8099 FAX  
ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency,  
JPAS SMO Code: DDAAUH  
Attn: Visitor Control  
Bldg 5224 Martin Road  
Redstone Arsenal, AL 35898  
256-450-3215  
256-450-3222 FAX  
MDAvisitorcontrolincomingsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency,  
SMO Code: DDAAUJ  
Attn: Visitor Control  
720 Irwin Drive, Bldg 720 Room 125  
Schriever AFB, CO 80912  
719-721-0362  
719-721-8399 FAX  
dossosvar@mda.mil

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

#### H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (APR 2011)

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

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

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

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

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

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

#### CLAUSES INCORPORATED BY FULL TEXT

#### H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are defined as:

TBD

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

#### CLAUSES INCORPORATED BY FULL TEXT

#### H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

#### 1. DISTRIBUTION

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App.

2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. **DESTRUCTION NOTICE** - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

**CLAUSES INCORPORATED BY FULL TEXT**

**H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)**

a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

**CLAUSES INCORPORATED BY FULL TEXT**

**H-31 TECHNICAL COGNIZANCE (JUN 2011)**

a. The Targets and Countermeasures program office is the cognizant Government technical organization for this contract and will provide technical instruction as defined herein. Technical instructions shall be exercised by designated/appointed Contracting Officer's Technical Representatives (COTRs):

Title/Position	Authority	Office Symbol
TBD		
To Be Included at Contract Award		

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings;

providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

c. Except for routine discussions having an impact on Contractor performance, technical instruction described above shall only be authorized and binding on the Contractor if provided in writing from the applicable Government official designated above. The technical instruction shall refer to the applicable paragraph(s) of the Statement of Work (SOW) and shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the SOW, price, schedule, or the level of effort required by the contract. All commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract must be executed by the Procuring Contracting Officer (PCO). It is emphasized that such changes are outside the authority of the COTR designated above. The COTR is not authorized to issue any instruction which authorizes a change in the contract requirements. Notwithstanding any provision to the contrary in any technical instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

d. A COTR serves as a liaison for technical aspects of the contract and maintains direct communications with both the Contractor and the PCO. A COTR provides surveillance and monitoring of Contractor performance and may provide technical instruction as specified above or as otherwise limited or specified in the appointment or in the contract. A COTR's designation cannot be re-delegated unless authorized in writing by the PCO.

e. The Contracting Officer's Representative (COR) is authorized to perform specific administrative functions on this contract. The COR monitors and reports contractor performance, inspections and acceptance, security issues, property disposal, tracking of budget and funding issues, approval of invoices (if applicable), and other approvals and administrative functions as delegated by the PCO. These administrative functions shall be exercised by designated/appointed CORs:

Title/Position	Authority	Office Symbol
Contracting Officer Representative		DACT

To Be Included at Contract Award

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

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

CLAUSES INCORPORATED BY FULL TEXT

H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

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

Company Name	Contract # and Description	ACA Purpose
(b)(4)	HQ0147-11-C-0006 Intermediate Range Ballistic Missile (IRBM)	

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

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

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.

b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a. above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

#### H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

a. The contractor and its subcontractors shall provide a completed Attachment in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software", that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

#### H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO



authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section J.

h. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor's request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

#### H-40 INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS (APR 2012)

The legal authority to indemnify contractors for unusually hazardous risks for research, development and testing activities is 10 USC 2354. Previous indemnification from other contracts does not carry over to this resulting contract. The Contractor may request indemnification for effort under this contract at any time. Contractor requests for indemnification must be prepared in accordance with the requirements of FAR 50.104-3. The MDA will fairly process request(s) in good faith to the applicable approving authority within the Department of Defense. The MDA will not, however, make adjustments to the estimated cost or schedule of this contract if indemnification is not granted through this process.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010

52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	FEB 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	JUN 2012
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and

country. Also include the nine-digit zip code and congressional district.

- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(c) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSR database at <http://www.fsr.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the

contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

#### 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and



(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
  - (F) Facilities capital cost of money factors computation.
  - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
  - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
  - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
  - (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
  - (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
  - (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
  - (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
  - (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
  - (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
  - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
  - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
  - (K) Federal and State income tax returns.
  - (L) Securities and Exchange Commission 10-K annual report.
  - (M) Minutes from board of directors meetings.
  - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
  - (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
  - (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
- (A) Determine the amounts due to the Contractor under the contract; and
  - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
- (I) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### 52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all

previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(i) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate 1 for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--



(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated

at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Historically black colleges and universities means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Summary Subcontract Report (SSR) Coordinator means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph

(d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.

..

(v) If the Contractor submits the Small Disadvantaged Business

Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

(End of clause)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].

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

(End of clause)

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (Jun 2012)

a. Requirement for Electronic Payment Requests by WAWF-RA:

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

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at <https://wawf.eb.mil/xhtml/unauth/web/homepage/HomePage.xhtml> using the appropriate Service Acceptor's DoDAAC (MDA/NCR is HQ0006; MDIOC is H95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.

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

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

5. The WAWF Training Links are located on the Internet at <https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml>.

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

DISA DECC Ogden  
Electronic Business Service Desk  
CONUS ONLY: 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 338-7095  
FAX COMMERCIAL: 801-605-7453  
FAX DSN: 388-7453  
escassig@esd.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

1. "Invoice" as used in this paragraph does not include the contractor's requests for progress payments.
2. The use of WAWF-RA electronic form and invoice are in accordance with DFARS Appendix F.
3. In addition to the requirements of the Prompt Payment clause of the contract, the contractor shall cite on each invoice the contract line item (CLIN); the contract subline item number (SUBCLIN), if applicable; the accounting classification reference number (ACRN), and the payment terms.
4. The contractor shall prepare either:
  - a separate invoice for each activity designated to receive the supplies or services; or,
  - a consolidated invoice covering all shipments delivered under an individual order.
5. If acceptance is at origin, the contractor shall submit the WAWF-RA electronic form or other acceptance verification directly to the designated payment office.
6. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

OR

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

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.
2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.
3. When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.
4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs

incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

5. Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J

<u>Document Name</u>	<u>Pages</u>
1. TC Highly Specialized Services SOW dtd 4 September 13	28
2. Reserved	
3. DD Form 254 dtd 6 December 13	13
4. Reserved	
5. List of Government Furnished Property (GFP)	301
6. MDA OCI Policy Memo # 51 dtd 30 May 12	2
7. Task Instruction Procedures dtd 23 August 13	1
8. Task Instruction Form dtd 23 August 13	3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1   4	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 19-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. HQ0147431926		5. PROJECT NO. (if applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE	S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual Agreement of Both Parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See page 2						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
(b)(6)			(b)(6) CONTRACTING OFFICER			
TEL: (b)(6)			EMAIL: (b)(6)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)		(b)(6)		19-Dec-2013		
		(Signature of Contracting Officer)				



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**  
SUMMARY OF CHANGES

The purpose of this modification is as follows:

1. Provide a complete and full settlement of LMSSC Proposal submitted under cover letter TCHSS-13-001, dated 17 December 2013. This effort is for mission critical/essential task including continuing mission planning work for FTG-06b and FTX-20 missions.

The negotiated amount for this proposal is as follows:

	CLIN 0100
Cost	(b)(4)
Fixed Fee	
CPF:	

2. Update Section F – Deliveries or Performance to extend the period of performance of CLIN 0100 thru 14 January 2014.
3. Increase funding on CLIN 0100 in the amount of (b)(4)
4. Update Section G-06 Allotment of Funds.

STATEMENT of RELEASE: In consideration of the modification agreed to herein as complete and final settlement of the proposal TCHSS-13-001, LMSSC hereby releases the Government from any liability under this contract for further equitable adjustment attributable to the facts or circumstances that gave rise to proposal TCHSS-13-001.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0100.

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0100 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 19-DEC-2013	N/A	MISSILE DEFENSE AGENCY (MDA)	

(b)(6)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001

(b)(6)  
FOB: Destination. HQ0147.

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 14-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA)	

(b)(6)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001

(b)(6)  
FOB: Destination. HQ0147.

SECTION G - CONTRACT ADMINISTRATION DATA.

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 010001:

AA: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-U0-FY1415 71TC  
255.(CIN HQ01474319260100) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

CLIN 0001: (b)(4)  
Estimated funds exhaustion date: 1/14/2014

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 14-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. HQ0147431926		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY.. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004		
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013		
CODE 5D177	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral FAR 52-249-14 Excusable Delays					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Please See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6)		
			TEL: (b)(6)		EMAIL: (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16-Jan-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to extend the period of performance of CLIN 0100 from 14 January 2014 to 16 January 2014 at no increase in cost to the contract.

**SUMMARY OF CHANGES**

**SECTION F - DELIVERIES OR PERFORMANCE**

The following Delivery Schedule item for CLIN 0100 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 14-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 16-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				U	1	2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 16-Jan-2014	4. REQUISITION/PURCHASE REQ NO. HQ0147431826		5. PROJECT NO. (if applicable)		
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001		HQ0147	7. ADMINISTERED BY (If other than item 6) CODE DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD OR HWY HUNTSVILLE AL 35895-1900				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral FAR 52.249-14 Excusable Delays						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Manager				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER		
				TEL. (b)(6)		EMAIL (b)(6)
(b)(6)		15C. DATE SIGNED 01/17/2014		16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 1/17/2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to extend the period of performance of CLIN 0100 from 16 January 2014 to 20 January 2014 at no increase in cost to the contract.

**SUMMARY OF CHANGES**

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0100 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 16-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL, AL 35898-0001 (b)(6) FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-DEC-2013 TO 20-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				U	1   26
2. AMENDMENT/MODIFICATION NO <b>P00004</b>		3. EFFECTIVE DATE 21-Jan-2014	4. REQUISITION/PURCHASE REQ NO HQ0147431028		5. PROJECT NO (if applicable)
6. ISSUED BY MISILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 6222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1000				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Other Agreements of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) <i>Contracts Negotiator</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) <i>Contracting Officer</i> EMAIL (b)(6)			
15B. DATE SIGNED (b)(6)		15C. DATE SIGNED 21 Jan 14		16B. DATE SIGNED 1/21/14	
BY _____ (Signature of Contracting Officer)					



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				U	1   26
2. AMENDMENT/MODIFICATION NO. F00004	3. EFFECTIVE DATE 21-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. HQ0147431925		5. PROJECT NO (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898 0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4400 BRADFORD DR NW HUNTSVILLE AL 35895 1500				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Other Agreements of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6) / CONTRACTING OFFICER		
			TEL (b)(6)		EMAIL (b)(6)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. DATE SIGNED	
(Signature of person authorized to sign)				(b)(6)	
				BY (b)(6)	
				(Signature of Contracting Officer)	
				21-Jan-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE:

The purpose of modification is to:

1. Provide a partial settlement of Lockheed Martin Space Systems Company (LMSSC) Proposal NBC-0062-U-13 entitled, "Targets and Countermeasures (TC) Highly Specialized Services, submitted to the Government on October 18, 2013 in response to Request for Proposal HQ0147-13-R-0007. Both parties agree to complete the negotiations and settlement of the remaining applicable portions of the above mentioned proposal as a separate action. The highly specialized services will be performed on the target hardware components for the following category of missiles: Medium Range Ballistic Missiles Type III (MRBM T3), Extended Medium Range Ballistic Missiles (eMRBM), and Launch Vehicle 2 (LV-2).
2. Update Section B CLIN Structure and CLIN descriptions to include pricing information.
3. The negotiated settlement is as follows:

		CLINS (FFP)						
		0001	0010	0020	0040	0060	0070	TOTAL
PRICE	(b)(4)							

  

		CLINS (CPFF)		
CLIN	COST	FIXED FEE	CPFF	
0003	(b)(4)	(b)(4)	(b)(4)	
0022				
0032				
0043				
0064				
0071				
TOTAL				

  

TOTAL FFP	(b)(4)
TOTAL CPFF	
TOTAL FFP&CPFF	

4. Add to Section E Inspection & Acceptance Procedures.
5. Update Section F Period of Performance.
6. Update Section G Contracting Officer and Contracting Officer's Representative information.
7. Update Section G by adding FAR 52.232-32 Performance-Based Payments (Apr 2012).
8. Update Section G by adding MDA G-11 Performance-Base Payments.
9. Update Section I by adding DFAR 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jan 2011)
10. Update Section J with list of additional attachments.

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

CLIN 0001 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Program Management and Engineering FFP The contractor shall perform Program Management and Systems Engineering IAW SOW. FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Incremental Funding FFP FOB: Destination				(b)(4)
				NET AMT	(b)(4)

ACRN AB  
CIN: HQ01474325370001

CLIN 0002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data FFP NOT SEPARATELY PRICED. Data Item deliverable in support of all CLINs as identified in Section J, Attachment 2 - Contract Data Requirements List. FOB: Destination	1	Lot		(b)(4)

NET AMT

CLIN 0003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Engineering Services - TCE CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

(b)(4)

SUBCLIN 000301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Incremental Funding CPFF FOB: Destination				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

(b)(4)

ACRN AB  
CIN: HQ01474325390003

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Integrated Logistic Support FFP ICL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0 FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 001001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001	Incremental Funding FFP FOB: Destination				(b)(4)
				NET AMT	(b)(4)
ACRN AB CIN: HQ014743254000010					

CLIN 0020 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	13 Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.1. The Firm Fixed Price includes the following: MRBM 13 SS#1 - Mission Planning (Partial). FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 002001 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002001	Incremental Funding FFP FOB: Destination				(b)(4)
NET AMT					(b)(4)
ACRN AB CIN: HQ01474325410020					

CLIN 0022 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Engineering Services - ICM CPFF The contractor shall perform Engineering Services:Special Studies IAW SOW Section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table. NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination				(b)(4)
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					

SUBCLIN 002201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325420022				

CLIN 0032 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Engineering Services - TCR CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

SUBCLIN 003201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003201	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325430032				

CLIN 0040 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	LV-2 Mission Planning FFP The contractor shall perform Nominal Mission Planning IAW SOW Section 5.1 LV-2 SS#5 - Mission Planning (Partial)  FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 004001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004001	Incremental Funding FFP FOB: Destination				(b)(4)
				NET AMT	(b)(4)

ACRN AB  
CIN: HQ01474325440040



CLIN 0043 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Engineering Services - TCI CPFF				(b)(4)
	The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

SUBCLIN 004301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004301	Incremental Funding CPFF				(b)(4)
	FOB: Destination				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ014732450043				

CLIN 0060 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Launch Operations - DI FFP The contractor shall perform Launch Operations IAW SOW Section 2.0. The Firm Fixed Price includes the following: MRBM 13 SS#1. FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 006001 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006001	Incremental Funding FFP FOB: Destination				(b)(4)
				NET AMT	(b)(4)
ACRN AC CIN: HQ014743254600601					

CLIN 0064 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Engineering Services - DT CPFF The contractor shall perform Engineering Services Special Studies IAW SOW section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table. NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

SUBCLIN 006401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006401	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AC CIN: HQ0147432546006401				

CLIN 0070 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	LSE Sustainment FFP D1 - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0. FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

SUBCLIN 007001 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007001	Incremental Funding FFP FOB: Destination				(b)(4)
				NET AMT	(b)(4)
ACRN AD CIN: HQ0147432548007001					

CLIN 0071 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Other Sustainment Activities CPFF DT & TC - The contractor shall perform Other Sustainment Activities and Contractor Field Team Support IAW SOW Sections 3.5 and 10.1.7. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

SUBCLIN 007101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007101	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AD CIN: HQ0147432548007101				

SECTION D - PACKAGING AND MARKING

The following have been modified:

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to

Missile Defense Agency, MDA/DACT  
 Attn: (b)(6)  
 5222 Martin Road, Von Braun II  
 Redstone Arsenal, AL 35898  
 Email: (b)(6)

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for CLIN 0001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0010:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0020:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 002001:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0022:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 002201:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0032:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 003201:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0040:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 004001:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0043:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 004301:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0060:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 006001:			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

N/A	N/A	N/A	Government
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The following Acceptance/Inspection Schedule was added for CLIN 0064:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN 006401:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for CLIN 0070:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN 007001:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for CLIN 0071:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN 007101:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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The following have been added by full text:

INSPECTION & ACCEPTANCE PROC

E-1 Acceptance of Services

Services performed under CLINs 0001, 0010, 0020, 0030, 0040, 0060, and 0070 will be delivered and verified in accordance with the Performance Based Payment Event Schedules (see contract Section J, Attachment 10). Acceptance for delivery of the services shall occur as the Contractor completes each service/item/event in Attachment 10 and the Contracting Officer issues a contract modification authorizing the Contractor to bill for the delivered item. The Contractor will not be penalized, considered delinquent or in default, nor will the liquidation rate be changed, if the number of events completed each month is different from the Plan, as long as the Contractor meets the delivery requirements in Attachment 10. The Contractor shall not receive payments for events that are not achieved in a given month.

E-2 Acceptance of CLIN 0002, Data

Inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List, DD Form 1423 (see Exhibit 2). Should the Government disapprove a data item submittal, re-submittal of the disapproved data item shall be limited to one re-submittal. Disapproved data items shall be partnered between the Government and Contractor to mutually agree what changes are required, the Contractor will make the changes, and then re-submittal of the data item by the Contractor to the Government shall constitute the Government's acceptance of the data item. However, if the data item is deemed insufficient after the re-submittal, the MDA Program Manager in conference with his/her counterpart will determine if the data item is acceptable.



## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0002:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0003:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0010:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0020:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0022:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0032:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0040:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0043:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0060:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2013 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0064:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0070:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0071:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following have been added by full text:

DELIVERY SCHEDULE

Item	BETD
MRBM T3 SS#1	1 <sup>st</sup> Qtr FY 15

The following have been modified:

F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

Milestone Events

See Section J Attachment 10 – Performance Based Payment Event Schedules

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AB

CIN: HQ01474325370001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000301:

Funding on SUBCLIN 000301 is initiated as follows:

ACRN: AB

CIN: HQ01474325390003

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001001:

Funding on SUBCLIN 001001 is initiated as follows:

ACRN: AB

CIN: HQ014743254000010

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002001:

Funding on SUBCLIN 002001 is initiated as follows:

ACRN: AB

CIN: HQ01474325410020

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 1C-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002201:

Funding on SUBCLIN 002201 is initiated as follows:

ACRN: AB

CIN: HQ01474325420022

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 1C-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 003201:

Funding on SUBCLIN 003201 is initiated as follows:

ACRN: AB

CIN: HQ01474325430032

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 1C-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004001:

Funding on SUBCLIN 004001 is initiated as follows:

ACRN: AB

CIN: HQ01474325440040

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 1C-V0-FY1415  
711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004301:

Funding on SUBCLIN 004301 is initiated as follows:

ACRN: AB

CIN: HQ014732450043

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 TC-V0-FY1415  
71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 006001:  
Funding on SUBCLIN 006001 is initiated as follows:

ACRN: AC

CIN: HQ014743254600601

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF S104P FY14 D1-E1-FY1415  
71D1 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 006401:  
Funding on SUBCLIN 006401 is initiated as follows:

ACRN: AC

CIN: HQ0147432546006401

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF S104P FY14 D1-E1-FY1415  
71D1 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 007001:  
Funding on SUBCLIN 007001 is initiated as follows:

ACRN: AD

CIN: HQ0147432548007001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF S104P FY14 D1-E2-FY1415  
71DT 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 007101:  
Funding on SUBCLIN 007101 is initiated as follows:

ACRN: AD

CIN: HQ0147432548007101

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF S104P FY14 D1-E2-FY1415  
71DT 255

Increase (b)(4)

Total (b)(4)

The following have been added by full text:

G-11 PERFORMANCE-BASED PAYMENTS (APR 2011)

a. This clause applies to CLINs 0001, 0010, 0020, 0040, 0060, and 0070. Pursuant to FAR Clause 52.232-32, Performance-Based Payments, the Government and the Contractor have agreed to utilize the Performance-Based payments process to liquidate the dollars associated with the aforementioned CLINs. The liquidation rate will be in accordance with FAR 32.1004. Upon successful completion of each performance event/milestone as identified under Section F, the Contractor may submit an invoice in the amount identified for each performance event milestone.

b. The contractor shall use commercial invoices to make payment requests for completed performance events/milestones. The information cited on the commercial invoice shall be in accordance with FAR 52.232-32(l) and (m). Invoices may be in contractor format except for the last program milestone for which the contractor shall submit a final DD250. This will close out this program and allow for liquidation of the remaining amount. The Government shall approve payment of each invoice within 10 days after receipt of the invoice or else provide rationale as to why approval has not been granted within that timeframe.

c. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

All contract administration will be effected by the Procuring Contracting Officer (PCO) or designated Administrative Contracting Officer (ACO). Communication pertaining to the contract administration should be addressed to the Contracting Officer. Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to the cognizant contract administration office. No changes, deviations, or waivers shall be effective

without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**c. CONTRACTING OFFICIAL FOR eSRS**

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.



## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

**H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)**

a. The contractor and its subcontractors shall provide a completed Section J - Attachment 13 in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
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The following have been deleted:

52.217-8	Option To Extend Services	NOV 1999
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## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

## SECTION J

Document Name	Pages
Attachment 1 IC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures dtd 17 Jan 14	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 17 Jan 14	1
Attachment 10 Performance Based Payment Event Schedules	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00004)	3

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID. CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 27-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001		CODE HQ0147	7. ADMINISTERED BY. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or, as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6) CONTRACTING OFFICER		
			TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
			BY: (b)(6)		27-Jan-2014
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to administratively correct modification P00004 Section G Accounting and Appropriation data CIN for ACRN AB as follows:

1. Delete funding on SLIN 004301 CIN: HQ0147325450043 in the amount of (b)(4)
2. Add funding on SLIN 004302 CIN: HQ01474325450043 in the amount of (b)(4)
3. Update Attachment 16 Section G-09 Alt 1 Payment Instructions for Multiple Accounting Classification Citations accordingly.

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 004302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004302	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147432545				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST. COST + FEE	
	ACRN AB CIN: HQ01474325450043				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 004302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 004301:

AB: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415 71TC  
255 (CIN HQ014732450043) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004302:

Funding on SUBCLIN 004302 is initiated as follows:

ACRN: AB

CIN: HQ01474325450043

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415 71TC 255

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	6
2 AMENDMENT/MODIFICATION NO P00000	3 EFFECTIVE DATE 10-FEB-2014	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (if applicable)		
6 ISSUED BY CODE H00147  MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		7 ADMINISTERED BY (if other than item 6) CODE S0107A  OCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040				
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900				9A AMENDMENT OF SOLICITATION NO		
				9B DATED (SEE ITEM 11)		
				X	10A MOD OF CONTRACT/ORDER NO. H00147-14-C-0004	
				X	10B DATED (SEE ITEM 13) 09-Dec-2013	
CODE S0177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.						
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Other Agreements of the Parties						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number (b)(6) See Continuation Page						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.				16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) Contracting Officer		
(b)(6)				TEL: (b)(6) EMAIL: (b)(6)		
(b)(6)		15C DATE SIGNED 17 Feb 2014		16B UNITED STATES OF AMERICA (b)(6)		16C DATE SIGNED 18 Feb 2014
(b)(6)		d (to sign)		(b)(6)		(b)(6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to:

1. Correct Attachment 16 as follows:

Delete Item e. CLIN 0022 FFP:

(1) Amount Required for Full Funding,  
Including Fee(s):

(2) Total Amount Allotted and Obligated:

(3) Net Amount Required for Full Funding:

Add Item e. CLIN 0022 CPFF:

(1) Amount Required for Full Funding,  
Including Fee(s):

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs:

(3) Amount Separately Obligated for  
Payment of Fee:

(4) Total Amount Allotted and Obligated:

(b)(4)

2. Establish and fund SLIN 003202 in the amount of (b)(4) from (b)(4) to (b)(4)
3. Add Attachment 17 Task Instruction Registry and incorporate Task Instruction 0032-0001 entitled Battery Worst Case Analysis.
4. Update Section G-01 to appoint Mr. Windell Barnes as COIR for CLIN 0032 only.
5. Update Attachment 7 Task Instruction Procedures to Revision 1 dated 3 February 2014.
6. Update Attachment 16 Section G-08 Allotment of Funds, and Section G-09 Alt 1 Payment Instruction for Multiple Accounting Classification citations, according to the above changes.

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003202					(b)(4)

CPFF  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147432787

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

ACRN AB  
 CIN: HQ01474327870032

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003202:

Funding on SUBCLIN 003202 is initiated as follows:

ACRN: AB

CIN: HQ01474327870032

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415  
 71TC 255

Increase: (b)(4)

Total (b)(4)

The following have been modified:



## G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

## a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACIT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

## h. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/TC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

## c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)  
 Organizational Code: MDA DACT  
 Telephone Number: (b)(6)  
 E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:  
 SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 17 Jan 14	1
Attachment 10 Performance Based Payment Event Schedules	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00006)	3
Attachment 17 Task Instruction Registry (P00006)	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	4
2 AMENDMENT/MODIFICATION NO P00007	3 EFFECTIVE DATE 06-Mar-2014	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (if applicable)		
6 ISSUED BY CODE: HQ0147 MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		7 ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE: S0107A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004		
				X 10B DATED (SEE ITEM 13) 09-Dec-2013		
CODE 50177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 252.232-7007 and FAR 52.232-22						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: (b)(6) See Continuation Page						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) Contracting Officer EMAIL: (b)(6)		
15 (b)(6) OR _____		15C. DATE SIGNED 3/7/2014		16B. UNITED STATES OF AMERICA BY (b)(6)		16C. DATE SIGNED 10 Mar 2014
		Authorized to sign)				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification is to:

1. Correct modification P00006 by adding the "Quantity" and "Unit of Measure" to Section B.
2. Add funding to CLINs 0001/0003/0010/0020/0032/0040/0060/0070, and 0071.
3. Update Attachment 16 Section G-08 Allotment of Funds, and Section G-09 Alt 1 Payment Instruction for Multiple Accounting Classification citations, according to the above changes.
4. Revise Attachment 17 Task Instruction Log to add II 0071-0001 UPS Batteries, and II 71-0002 Helium Leak Detectors.

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000101:

AB: 044411.097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 71TC 255 (CIN HQ01474325370001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000301:

AB: 044411.097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 71TC 255 (CIN HQ01474325390003) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001001:

AB: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 711C  
 255 (CIN HQ014743254000010) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002001:

AB: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 711C  
 255 (CIN HQ01474325410020) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003201:

AB: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 711C  
 255 (CIN HQ01474325430032) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004001:

AB: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 IC-V0-FY1415 711C  
 255 (CIN HQ01474325440040) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006001:

AC: 044411 097 0400 000 N 20142015 D 2520 YE ST04P FY14 D1-E1-FY1415 711D1  
 255 (CIN HQ014743254600601) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 007001:

AD: 044411 097 0400 000 N 20142015 D 2520 YE ST04P FY14 D1-E2-FY1415 711D1  
 255 (CIN HQ0147432548007001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 007101:

AD: 044411 097 0400 000 N 20142015 D 2520 YE ST04P FY14 D1-E2-FY1415 711D1  
 255 (CIN HQ0147432548007101) was increased by (b)(4) from (b)(4) to (b)(4)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### SECTION J

Document Name	Pages
Attachment 1 IC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 17 Jan 14	1
Attachment 10 Performance Based Payment Event Schedules	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2

Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00007)	3
Attachment 17 Task Instruction Registry (P00007)	1

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 3**

2 AMENDMENT/MODIFICATION NO: **P00008** 3 EFFECTIVE DATE: **17-Mar-2014** 4 REQUISITION PURCHASE REQ. NO: **SEE SCHEDULE** 5 PROJECT NO. (If applicable):

6 ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35896-0001** CODE: **HQ0147** 7 ADMINISTERED BY (If other than item 6): **DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35758-2040** CODE: **S0107A**

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DR NW  
HUNTSVILLE AL 35895-1930** 9A AMENDMENT OF SOLICITATION NO: 9B DATED (SEE ITEM 11): X 9A MOD. OF CONTRACT/ORDER NO. **HQ0147-14-C-0004** 10B DATED (SEE ITEM 13): X **09-Dec-2013**

CODE **5D177** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
**See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-22 Limitation of Funds**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 See Continuation Page

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

15A. NAME AND TITLE OF SIGNER (Type or print): **(b)(6) Contracts Negotiator, Sr** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6)**  
 OR **(b)(6)** 15C. DATE SIGNED: **3/19/14** 16B. UNITED STATES OF AMERICA: **(b)(6)** 16C. DATE SIGNED: **19 mar 2014**



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to:

1. Add to Attachment 17 Task Instruction Registry TI 71-0007 parts required for Kwajalein repairs, and 043-0001 LMSSC labor to support the Failure Review Board for FFG-06b.
2. Increase funding of CLIN 0043 by (b)(4) from (b)(4) to (b)(4)
3. Update Attachment 16 Section G-08 Allotment of Funds and Section G-09 All Payment Instruction for Multiple Accounting Classification citations, according to the above changes.
4. Update Attachment 17 Task Instruction Registry according to the above changes.

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004302:

AB: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 TC-V0-FY1415 71TC  
 255 (CIN HQ01474325450043) was increased by (b)(4) from (b)(4) to (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 IC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 17 Jan 14	1
Attachment 10 Performance Based Payment Event Schedules	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62

Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00008)	3
Attachment 17 Task Instruction Registry (P00008)	1

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE J	PAGE OF PAGES 1   3
2 AMENDMENT/MODIFICATION NO P00009	3 EFFECTIVE DATE 26-Mar-2014	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)	
6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001	CODE HQ0147	7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35716-2040	CODE	S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900			9A. AMENDMENT OF SOLICITATION NO	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
			X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Section G-11 Performance-Based Payments				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) Contracting Officer		
15B. DATE SIGNED (b)(6) 26 Mar 14		15B. UNITED STATES OF AMERICA BY (b)(6)		
15C. DATE SIGNED (b)(6) 26 Mar 2014		15C. DATE SIGNED (b)(6) 26 Mar 2014		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE:

**The following items are applicable to this modification:**

The purpose of this modification is to:

1. Authorize payment of (b)(4) for the completion of work as follows:
  - a. CLIN 0001: Event Number: 1 Event Value (b)(4)
  - b. CLIN 0010: Event Number: 1 Event Value (b)(4)
  - c. CLIN 0010: Event Number: 2 Event Value (b)(4)
  - d. CLIN 0040: Event Number: 1 Event Value (b)(4)
2. Update Attachment 10 Performance Based Payment Schedule according to the authorizations in Item 1 above.
3. Update Attachment 17 Task Instruction Registry to reflect the current task instruction status, and extend the period of performance of Task Instruction 32-0001 from 31 March 2014 to 11 April 2014 (at no increase in cost to the government) to allow for the Government requested review on 3 April 2014.

**SUMMARY OF CHANGES**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (RI) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 17 Jan 14	1
Attachment 10 Performance Based Payment Event Schedules (P00009)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00008)	3
Attachment 17 Task Instruction Registry (P00009)	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   5
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 15-Apr-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001	CODE HQ0147	7. ADMINISTERED BY. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-32 Performance-Based Payments					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Continuation Page					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6) CONTRACTING OFFICER		
			TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY: (b)(6)		15-Apr-2014	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to:

1. Authorize Performance Based Payment of (b)(4) for the completion of work as follows:
 

CLIN 0001:	Event Number: 2	Event Value:	(b)(4)
CLIN 0001:	Event Number: 3	Event Value:	(b)(4)
CLIN 0010:	Event Number: 3	Event Value:	(b)(4)
CLIN 0010:	Event Number: 4	Event Value:	(b)(4)
CLIN 0020:	Event Number: 2	Event Value:	(b)(4)
CLIN 0040:	Event Number: 2	Event Value:	(b)(4)
CLIN 0070:	Event Number: 1	Event Value:	(b)(4)
2. Update Section G-01 Contract Administration to add (b)(6) as the Contracting Officer Technical Representative for CLIN 0022.
3. Update Attachment 10 Performance Based Payment Schedule according to the authorizations in Item 1 above.
4. Update Attachment 17 Task Instruction Registry to add a column for modification number to each TI tab.
5. Per LMSSC's request submitted under letter TCHSS-14-015 dated 7 March 2014, CDRL A014 "Scientific and Technical Reports - Universal Documentation System Inputs" delivery for FTX-20 is changed from 8 February 2014 to 2 May 2014.
6. Per LMSSC's request via email, CDRL A025 "Contractor's Configuration Management Plan" delivery is changed from 45 "Days After Contract Award" (DAC) to 52 DAC.

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACI  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/TC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0022 is:

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**c. CONTRACTING OFFICIAL FOR eSRS**

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)



Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1. TC Highly Specialized Services SOW dtd 17 Jan 14	28
Attachment 2. Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3. DD Form 254 dtd 6 Dec 13	13
Attachment 4. CSDR Plan DD Form 2794 dtd 6 September 13	1
Attachment 5. List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6. MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7. Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8. Task Instruction Form dtd 17 Jan 14	1
Attachment 9. Labor Rates Table dtd 17 Jan 14	1
Attachment 10. Performance Based Payment Event Schedules (P00010)	16
Attachment 11. LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12. CSP Addendum Commitment Plan	2
Attachment 13. Contractual Ground Rules and Assumptions	2
Attachment 14. Restricted Rights Assertions Table	7
Attachment 15. PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16. Sections G-08 and G-09 (P00008)	3
Attachment 17. Task Instruction Registry (P00010)	1

(End of Summary of Changes)

HQ0147-14-C-0004

P00010

Page 5 of 5

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: J  
PAGE OF PAGES: 1 | 5

2. AMENDMENT/MODIFICATION NO: P00011  
3. EFFECTIVE DATE: 17-Apr-2014  
4. REQUISITION/PURCHASE REQ. NO: SEE SCHEDULE  
5. PROJECT NO. (if applicable):

6. ISSUED BY: MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001  
CODE: HQ0147  
7. ADMINISTERED BY (If other than item 6): DGM HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35756-2040  
CODE: S0107A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DR NW  
HUNTSVILLE AL 35895-1930  
9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT/ORDER NO.: HQ0147-14-C-0004  
10B. DATED (SEE ITEM 13):  
X 09-Dec-2013

CODE: 5D177 FACILITY CODE:

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended.  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)  
FAR 43.103 (a) Mutual Agreement of Both Parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: (b)(6)  
The purpose of this modification is to delete FAR 52.232-16 Progress Payments and add FAR 52.232-32 Performance Based Payments.

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

15A. NAME AND TITLE OF SIGNER (Type or print): (b)(6)  
Contracting Officer (Type or print): Contracting Officer  
TEL: (b)(6) EMAIL: (b)(6)

15B. DATE SIGNED: 4/21/14  
16. LIMITED MATTER OF LAW: (b)(6)  
17. DATE SIGNED: 4/21/2014

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

## 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor

shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with

paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

The following have been deleted:

52.232-16

Progress Payments

APR 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. <b>P00012</b>		3. EFFECTIVE DATE <b>30-Apr-2014</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36888-0001	CODE <b>H00147</b>	7. ADMINISTERED BY (If other than Item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35756-2040		CODE <b>S0107A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1800				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>H00147-14-C-0004</b>	
				X 10B. DATED (SEE ITEM 13) <b>09-Dec-2013</b>	
CODE <b>50177</b>		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) - Other Agreement of Both Parties and FAR 52.232.22					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> See Page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6) Contracts Negotiator, Sr.</b>		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6) Contracting Officer</b>			
15C. DATE SIGNED <b>5/1/14</b>		15D. DATE SIGNED <b>(b)(6)</b>		16G. DATE SIGNED <b>5/1/14</b>	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification is as follows:

1. Realign Estimated Cost and Fixed Fee from CLINs 0003 and 0064 to CLIN 0022 as follows:

CLIN	Estimated Cost	Fixed Fee	Total Estimate Cost and Fee
0003	(b)(4)		
0064			
Total			
0022			

The total contract value remains unchanged.

2. Update Section G-01, Contract Administration to change the Contracting Officer from (b)(6) to (b)(6). Also, add (b)(6) as the COTR and (b)(6) as the alternate COTR for CLINs 0064 and 0071.
3. Decrease CLIN 0003 total funding by (b)(4).
4. Increase CLIN 0022 total funding by (b)(4).
5. Update Section J Attachment 16 Sections G-08 and G-09 to reflect the changes identified above.
6. Update Section J Attachment 17 Task Instruction Registry to add the following authorized Task Instructions; TI 22-0001, TI 22-0004, TI 22-0006, TI 22-0008 and TI 71-0002R1.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0064

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002202	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147435859				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474358590001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 002202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000301:

AB: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415 71TC  
255 (CIN HQ01474325390003) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002202:

Funding on SUBCLIN 002202 is initiated as follows:

ACRN: AE

CIN: HQ01474358590001

Acting Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415  
7ITC 310

Increase (b)(4)

Total (b)(4)

The following have been modified:

**G-01 CONTRACT ADMINISTRATION (MAY 2012)**

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

**a. CONTRACTING OFFICERS**

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/TC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0022 is:

Name: (b)(6)  
 Organizational Code: MDA/TCM  
 Telephone Number: (b)(6)  
 E Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
 Organizational Code: MDA/TCR  
 Telephone Number: (b)(6)  
 E Mail Address: (b)(6)

The COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
 Organizational Code: MDA/TCL  
 Telephone Number: (b)(6)  
 E-Mail Address: (b)(6)

The alternate COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
 Organizational Code: MDA/TCL  
 Telephone Number: (b)(6)  
 E Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)  
 Organizational Code: MDA/DACT  
 Telephone Number: (b)(6)  
 E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:  
 SECTION J

Document Name

Page 5

Attachment 1 TC Highly Specialized Services SOW dtd 17 Jan 14	28
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Attachment 17 Task Instruction Registry (P00012)	1

(End of Summary of Changes)

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 1 of 7**

<p><b>1. Contractor Name and Address:</b> Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0001 <b>5. SOW Paragraph(s):</b> 8.0</p>
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**1. Description of Effort:**

**A: References:**

(b)(3):10 U.S.C. § 130

**B: Discussion:**

(b)(3):10 U.S.C. § 130

**C: Tasks:**

UNCLASSIFIED

UNCLASSIFIED

Missile Defense Agency  
Task Instruction Form  
Page 2 of 7

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004</p> <p>3. CLIN: 0022</p> <p>4. Task Instruction Number: 22-0001</p> <p>5. SOW Paragraph(s): 8.0</p>
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**Task 1 - Develop and Present Task Instruction Briefing**

2. Develop Task Instruction Summary Briefing and Implementation Schedule
3. Present Task Instruction Summary Briefing and Implementation Schedule

**Task 2 - Protect Stage EMRBM 1&2 Motor Ignition Arm Monitors:**

4. (b)(3):10 U.S.C. § 130
5. Revise and Release Affected Drawings
6. ERB to coordinate and approve changes to released engineering
7. Manufacturing implement changes on affected hardware

**Task 2 - Protect EMRBM Stage 1&2 Motor GFE Pressure transducer power and A/D switch Arm Mon:**

1. (b)(3):10 U.S.C. § 130  

Changes affect the MA and NCM.
2. Revise and Release Affected Drawings:
3. ERB to coordinate and approve changes to released engineering
4. Manufacturing implement changes on affected hardware

**Labor estimates:**

Engineering (b)(4) - See above rationale for BOE

Courtland (b)(4) - See above rationale for BOE

Receiving/Inv Mgt (b)(4) for Receiving and (b)(4) for Inventory Mgt)

Receiving/Inventory Mgt BOE: Receipt of product from supplier that includes un-packaging, checks for damage; over-shipment, under-shipment and paperwork trail to the purchase order and staging for receiving inspection. Post receiving inspection process includes stocking products. Kitting of product and transportation to using manufacturing building. Solving problems that occur during the life cycle of dock to stock. Completed parts pickup and restocking or preparation for pack and ship.



UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 3 of 7**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004</p> <p>3. CLIN: 0022</p> <p>4. Task Instruction Number: 22-0001</p> <p>5. SOW Paragraph(s): 8.0</p>
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**Procurement** (b)(4)

Procurement Basis of Estimate: PBOM line item procurement activity for the period 1 July 2012 – 30 June 2013 for the DOs 22,24, 25, 27, 29 totals (b)(4) of actuals. PBOM piece part buyer labor actuals are comprised of buyer and material actual labor. Labor actuals data forming the BOE basis are based on SAP SADE extract titled "DO 22 24 25 27 29 HFA MASTER 092313", dated 23 Sept 2013.

**Planning** (b)(4)

Planning BOE: (b)(4)

(b)(4)

**Contracts** (b)(4)

Contracts BOE: (b)(4) Lead weekly TI status meeting; track and resolve any ceiling/PoP issues. Update/maintain the TI logs by CLIN on Sharepoint.

**TI Lead** (b)(4)

TI Lead BOE: (b)(4) This includes organizing, managing, and tracking the completion of the TI.

**Finance** (b)(4)

Finance BOE: Includes set up of charge numbers and pulling of actual costs for the TI, including addressing inquiries/requests from other support organizations; prepare work authorization documents, create baseline in Financial reporting tool (Cobra). Supporting weekly TI meeting and updating TI status for actual costs incurred. (b)(4)

**Total Support Labor** (b)(4)

**Grand Total Labor** (b)(4)

**Non-labor estimates:**

**Material for Shipset 1 and VTB (based on prior procurements)** (b)(4)

Task Material Summary current limit for Ignition S&A only.

1	(b)(4)	(b)(3):10 U.S.C. § 130
2		
3		

UNCLASSIFIED



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**Missile Defense Agency  
Task Instruction Form  
Page 4 of 7**

<b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017	<b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0001 <b>5. SOW Paragraph(s):</b> 8.0
---	--

4 (b)(4) a. (b)(3):10 U.S.C. § 130  
5 a.  
6 a.  
7 a.  
Total per flight shipset

(b)(3):10 U.S.C. (b)(4) (VTB wouldn't need the brackets)  
Total  
With 15% Escalation (b)(4)

Task Material Summary for addition of Pres xdcr and A/D switch protection

8 (b)(4) a. (b)(3):10 U.S.C. § 130  
9 a.  
10 a.  
11 a.  
12 a.  
Total per flight shipset and VTB

(b)(3):10 U.S.C. § 130 (b)(4)  
With 15% Escalation (b)(4)

12 items **Total Material for T** (b)(4)

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 5 of 7**

<p><b>1. Contractor Name and Address:</b> Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0D01 <b>5. SOW Paragraph(s):</b> 8.0</p>
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<p> </p>
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<p><b>1. Deliverables:</b> 1) TI Summary Briefing 10 days after ATP 2) TI Implementation Schedule 10 days after ATP</p>
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<p><b>2. Period of Performance:</b> (b)(4)</p> <p>(b)(4)</p>
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<p><b>3. Government Furnished Resources:</b> None</p>
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<p><b>4. Contractor Cost Estimate for this Task:</b></p> <p>(b)(4)</p>
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UNCLASSIFIED

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**Missile Defense Agency  
Task Instruction Form  
Page 6 of 7**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0001 5. SOW Paragraph(s): 8.0</p>
--	--

(b)(4)

5. COTR Signature: (b)(6)

- a. Name
- b. Date:
- c. Signature

6. COR Signature:

- d. Name: (b)(6)
- e. Date: (b)(6)
- f. Signature

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 7 of 7**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0001 5. SOW Paragraph(s): 8.0</p>
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<p>7. PCO Signature:</p> <p>g. This Task Instruction is issued pursuant to Section J, Attachment 7 – Task Instruction Procedure (b)(6)</p> <p>h. Name: [Redacted]</p> <p>i. Date: (b)(6)</p> <p>j. Signature [Redacted]</p>
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UNCLASSIFIED

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 1 of 8**

<p><b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0004 <b>5. SOW Paragraph(s):</b> 8.0</p>
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**1. Description of Effort:**

**A: References:**

1) FTO-01 eMRBM Target L+45 Day Post-Flight Report (TPP-13-41151550), Data Item FTO-01.2-001 Data items "Clean Up CESE Issues"

**B: Discussion:**

(b)(3):10 U.S.C. § 130

UNCLASSIFIED



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**Missile Defense Agency  
Task Instruction Form  
Page 2 of 8**

**1. Contractor Name and Address:**

Lockheed Martin Space Systems Company  
4800 Bradford Drive  
PO Box 070017  
Huntsville, Alabama 35807-7017

- 2. Contract Number: HQ0147-14-C-0004
- 3. CLIN: 0022
- 4. Task Instruction Number: 22-0004
- 5. SOW Paragraph(s): 8.0

(b)(3):10 U.S.C. § 130

UNCLASSIFIED

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 3 of 8**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0004 5. SOW Paragraph(s): 8.0</p>
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(b)(3):10 U.S.C. § 130

UNCLASSIFIED

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 4 of 8**

<p>1. Contractor Name and Address:  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0004 5. SOW Paragraph(s): 8.0</p>
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(b)(3):10 U.S.C. § 130

UNCLASSIFIED



UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 5 of 8**

<b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017	<b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0004 <b>5. SOW Paragraph(s):</b> 8.0
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**Task 6 (Continued)**

- 6.7 Perform Engineering Mods ( Courtland)
- 6.8 Prepare/Deliver Test report.

**Labor estimates: See above basis of estimate**

**Engineering** (b)(4)  
**Courtland** [Redacted]

**Support Labor:**

**TI Lead** (b)(4)

**TI Lead BOE:** (b)(4) This includes organizing, managing, and tracking the completion of the TI.

**Finance** (b)(4)

**Finance BOE:** Includes set up of charge numbers and pulling of actual costs for the TI, including addressing inquiries/requests from other support organizations; prepare work authorization documents, create baseline in Financial reporting tool (Cobra). Supporting weekly TI meeting and updating TI status for actual costs incurred. (b)(4)

**Planning** (b)(4)

**Planning BOE:** (b)(4)

**Contracts** (b)(4)

**Contracts BOE:** (b)(4) Lead weekly TI status meeting; track and resolve any ceiling/PoP issues. Update/maintain the TI logs by CLIN on Sharepoint.

**Total Support** (b)(4)

**Grand Total Labor:** (b)(4)

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**Missile Defense Agency  
Task Instruction Form  
Page 6 of 8**

<p><b>1. Contractor Name and Address:</b> Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0004 <b>5. SOW Paragraph(s):</b> 8.0</p>
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**Non-labor estimates:**

**Sub-Contract Estimated cost:** NA

**Material :** NA

**1. Deliverables:**

- 1) TI Summary Briefing 10 days after ATP
- 2) TI Implementation Schedule 10 days after ATP
- 3) Final Report

**2. Period of Performance:**

**3. Government Furnished Resources:** None

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**Missile Defense Agency  
Task Instruction Form  
Page 7 of 8**

<p><b>1. Contractor Name and Address:</b> Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0004 <b>5. SOW Paragraph(s):</b> 8.0</p>
--	--

**4. Contractor Cost Estimate for this Task:**

(b)(4)

(b)(6)

**5. COTR Signature**

- a. Name
- b. Date:
- c. Signature

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**Missile Defense Agency  
Task Instruction Form  
Page 8 of 8**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0004 5. SOW Paragraph(s): 8.0</p>
--	--

6. COR Signature:

d. Name: (b)(6)

e. Date: (b)(6)

f. Signature: (b)(6)

7. PCO Signature:

g. This Task Instruction is issued pursuant to Section J, Attachment 7 – Task Instruction Procedure (b)(6)

h. Name: (b)(6)

i. Date: (b)(6)

j. Signature: (b)(6)



UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 1 of 5**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0006 5. SOW Paragraph(s): 8.0</p>
--	--

**1. Description of Effort:**

**A: References:**

Derived from FTO-01 eMRBM Target L+45 Day Post-Flight Report (TPP-13-41151550), Data Item FTO-01.2-009

**B: Discussion:**

(b)(3):10 U.S.C. § 130

**C: Tasks:**

(b)(3):10 U.S.C. § 130

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**Missile Defense Agency  
Task Instruction Form  
Page 2 of 5**

<b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017	<b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0006 <b>5. SOW Paragraph(s):</b> 8.0
---	--

(b)(3):10 U.S.C. § 130

**Engineering Hours:** (b)(4)  
**Courtland Hours:** (b)(4)

**Support Hours:**  
**TI Lead** (b)(4)

**TI Lead BOE:** (b)(4) This includes organizing, managing, and tracking the completion of the TI.

**Finance** (b)(4)

**Finance BOE:** Includes set up of charge numbers and pulling of actual costs for the TI, including addressing inquiries/requests from other support organizations; prepare work authorization documents, create baseline in Financial reporting tool (Cobra). Supporting weekly TI meeting and updating TI status for actual costs incurred.

**Planning** (b)(4)

**Planning BOE:** (b)(4)

(b)(4)

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**Missile Defense Agency  
Task Instruction Form  
Page 3 of 5**

<p><b>1. Contractor Name and Address:</b></p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004</p> <p><b>3. CLIN:</b> 0022</p> <p><b>4. Task Instruction Number:</b> 22-0006</p> <p><b>5. SOW Paragraph(s):</b> B.0</p>
---	---

**Procurement** (b)(4)

Procurement Basis of Estimate: PBOM line item procurement activity for the period 1 July 2012 – 30 June 2013 for the DOs 22,24, 25, 27, 29 total (b)(4) PBOM piece part buyer labor actuals are comprised of buyer and material actual labor. Labor actuals data forming the BOE basis are based on SAP SADE extract titled "DO 22 24 25 27 29 HFA MASTER 092313", dated 23 Sept 2013.

**Contracts** (b)(4)

Contracts BOE: Lead weekly TI status meeting; track and resolve any ceiling/PoP issues. Update/maintain the TI logs by CLIN on Sharepoint.

**Total Support** (b)(4)

**Grand Total Labor** (b)(4)

**1. Deliverables:**

1. Task Instruction Summary Briefing
2. ERB Package on Task 2 and recommended path forward
3. Released Engineering and Procedures (Task 2)
4. ERB Package on Task 3 and recommended path forward
5. Released Engineering (Task 3)
6. Updated/Re-Processed CES Shock Data

Materials (based on past procurements, except for misc consumables):

<u>P/N</u>	<u>QTY</u>	<u>Total Cost</u>
CEA-06-125UT-350	50 Ea.	(b)(4)
CEA-06-125UN-350	50 Ea.	(b)(4)
CEA-06-125UT-350	50 Ea.	(b)(4)
Misc Consumables		(enr estimate)
<b>Total</b>		(b)(4)

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**Missile Defense Agency  
Task Instruction Form  
Page 4 of 5**

<p>1. Contractor Name and Address: Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0006 5. SOW Paragraph(s): 8.0</p>
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<p>2. Period of Performance (b)(4)</p> <p>(b)(4)</p>
<p>3. Government Furnished Resources: None</p>
<p>4. Contractor Cost Estimate for this Task:</p> <p>(b)(4)</p>

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**Missile Defense Agency  
Task Instruction Form  
Page 5 of 5**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004</p> <p>3. CLIN: 0022</p> <p>4. Task Instruction Number: 22-0006</p> <p>5. SOW Paragraph(s): 8.0</p>
--	---

5. COTR Signature: (b)(6)

a. Name
b. Date:
c. Signat

6. COR Signature:

d. Name: (b)(6)
e. Date: (b)(6)
f. Signatur

7. PCO Signature:

g. This Task Instruction is issued pursuant to Section J, Attachment 7 – Task Instruction  
Proced (b)(6)

h. Name:
i. Date: (b)(6)
j. Signatu

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**Missile Defense Agency  
Task Instruction Form  
Page 1 of 6**

<p><b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0008 <b>5. SOW Paragraph(s):</b> 8.0</p>
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<p><b>1. Description of Effort:</b> <b>A: References:</b> None  <b>B: Discussion:</b>  (b)(3):10 U.S.C. § 130</p>
<p><b>C: Tasks:</b> 1) Prepare and Deliver Briefing for this TI 2) Subcontracts (b)(4) on contract and manage the subcontract</p>

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**Missile Defense Agency  
Task Instruction Form  
Page 2 of 6**

<p>1. Contractor Name and Address:  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0008 5. SOW Paragraph(s): 8.0</p>
--	--

3) Ordnance CPE managing (b)(4)  
Travel: 3 trips to Chandler Arizona: 1 for shock test, 1 for vibration test, 1 for function test. (b)(4)

4) LM Program Management support

5) LM Business operations support

6) Ten (10) each SAD-EEDs, 942PVC11025-502, lot ESD09C003-001 that are in LM's inventory will be provided to (b)(4) as LM's CFM for the shelf life extension test

7) Subcontract to (b)(4) for testing 10 units - 6 months prior to PSRR  
Quotation from (b)(4) for 10 units: (b)(4)

In addition, there will be shipping costs to send SAD-EEDs to (b)(4) estimated at (b)(4)

- Dynamic and environmental tests and test approach and setup for all environmental testing are assumed to be the same and as performed during the EED shelf life extension test per 4500169043 CLIN 4.
- Testing Completed prior to PSRR
- Test Report is included and NO additional documentation will be provided
- 5 Year Life extension test report (Min BETD-1 month)

8) Update EMRBM Limited Life documentation

Engineering: (b)(4)

Support labor estimates:

TI Lead (b)(4)

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**Missile Defense Agency  
Task Instruction Form  
Page 3 of 6**

<b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017	<b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0008 <b>5. SOW Paragraph(s):</b> 8.0
---	--

TI Lead BOE: This includes organizing, managing, and tracking the completion of the TI.

**Finance** (b)(4)

Finance BOE: Includes set up of charge numbers and pulling of actual costs for the TI, including addressing inquiries/requests from other support organizations; prepare work authorization documents, create baseline in Financial reporting tool (Cobra). Supporting weekly TI meeting and updating TI status for actual costs incurred.

**Planning** (b)(4)

Planning BOE: (b)(4)  
(b)(4)

**Subcontracts** (b)(4)

Subcontracts BOE: LM Targets Program Subcontract Management Basis of Estimate (BOE) is based on DOs 22, 24, 25, 27 and 29 actuals labor charging for the period 1 July 2012 through 30 June 2013. Labor actuals for the above DOs for this period total (b)(4). Subcontract activity for this period includes management of 67 subcontracts and actual labor of (b)(4) for an average period of performance that includes actual labor data for Subcontract Administration (SCA), Subcontract Management (SCM) and Subcontract Cost Management. Labor actuals data forming the BOE basis are based on SAP SADE extract titled "DO 22 24 25 27 29 HFA MASTER 092313", dated 23 Sept 2013.

**Contracts** (b)(4)

Contracts BOE: Lead weekly TI status meeting; track and resolve any ceiling/PoP issues. Update/maintain the TI logs by CLIN on Sharepoint.

**Shipping:** (b)(4)

Basis of Estimate: This is the hours to prepare to ship the EEDs to (b)(4)

**Rec/Inv Mgt:** (b)(4)

Basis of Estimate: Receiving/Inventory Mgt BOE: Receipt of product from supplier that includes un-packaging, checks for damage; over-shipment, under-shipment and paperwork trail to the purchase order and staging for receiving inspection. Post receiving inspection process includes stocking products. Kitting of

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**Missile Defense Agency  
Task Instruction Form  
Page 4 of 6**

<b>1. Contractor Name and Address:</b>  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017	<b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0022 <b>4. Task Instruction Number:</b> 22-0008 <b>5. SOW Paragraph(s):</b> 8.0
---	--

product and transportation to using manufacturing building. Solving problems that occur during the life cycle of dock to stock. Completed parts pickup and restocking or preparation for pack and ship.

**Total Support Hours:** (b)(4)

**Grand Total Labor Hours:** (b)(4)

**2. Deliverables:**

- 1) LMSSC shall provide the (b)(4) 5 year life extension test report to MDA (Min BETD-1 month)

**3. Period of Performance:** (b)(4)  
(b)(4)

**4. Government Furnished Resources:** None

**5. Contractor Cost Estimate for this Task:**

(b)(4)

UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 5 of 6**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0008 5. SOW Paragraph(s): 8.0</p>
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(b)(4)

6. COTR Signature:

a. Name: (b)(6)

b. Date: (b)(6)

c. Signature: (b)(6)

7. COR Signature:

d. Name: (b)(6)

e. Date: (b)(6)

f. Signature: (b)(6)



UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 6 of 6**

<p>1. Contractor Name and Address:</p> <p>Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0022 4. Task Instruction Number: 22-0008 5. SOW Paragraph(s): 8.0</p>
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<p>8. PCO Signature:</p> <p>g. This Task Instruction is issued pursuant to Section J, Attachment 7 – Task Instruction Proced (b)(6)</p> <p>h. Name: (b)(6)</p> <p>i. Date: (b)(6)</p> <p>j. Signat _____</p>
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**Missile Defense Agency  
Task Instruction Form  
Page 1 of 3**

<p>1. Contractor Name and Address:  Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0071 4. Task Instruction Number: 71-0002R1 (22 April 2014) 5. SOW Paragraph(s): 3.5</p>
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(b)(3):10 U.S.C. § 130

the manufacturer, and functionally tested.

Interdivisional Work Transfer Agreement (IWTA) to LM IS&GS (b)(4)

Procurement - (b)(4)

Finance - (b)(4)

Contracts - (b)(4)

Task Instruction/Integrated Logistics Support (ILS) (b)(4)

Total Labor hours: (b)(4)



UNCLASSIFIED

**Missile Defense Agency  
Task Instruction Form  
Page 2 of 3**

<p><b>1. Contractor Name and Address:</b> Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p><b>2. Contract Number:</b> HQ0147-14-C-0004 <b>3. CLIN:</b> 0071 <b>4. Task Instruction Number:</b> 71-0002R1 (22 April 2014) <b>5. SOW Paragraph(s):</b> 3.5</p>
--	--

<p><b>2. Deliverables:</b> 2 each, Varian helium leak detectors model PHD-4</p>
<p><b>3. Period of Performance:</b> (b)(4)</p> <p>(b)(4)</p>
<p><b>4. Government Furnished Resources:</b> None</p>
<p><b>5. Contractor Cost Estimate for this Task:</b></p> <p>(b)(4)</p> <p>(b)(4)</p>

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**Missile Defense Agency  
Task Instruction Form  
Page 3 of 3**

<p>1. Contractor Name and Address: Lockheed Martin Space Systems Company 4800 Bradford Drive PO Box 070017 Huntsville, Alabama 35807-7017</p>	<p>2. Contract Number: HQ0147-14-C-0004 3. CLIN: 0071 4. Task Instruction Number: 71-0002R1 (22 April 2014) 5. SOW Paragraph(s): 3.5</p>
---	--

6. COTR Signature:

- a. Name: (b)(6)
- b. Date: (b)(6)
- c. Signature: (b)(6)

7. COR Signature:

- d. Name: (b)(6)
- e. Date: (b)(6)
- f. Signature: \_\_\_\_\_

8. PCO Signature:

- g. This Task Instruction is issued pursuant to Section J, Attachment 7 – Task Instruction Procedure (b)(6)
- h. Name: (b)(6)
- i. Date: (b)(6)
- j. Signature: (b)(6)

ATTACHMENT 16  
Modification P00012

**G-08 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," and 252.232-7007, Limitation of Government's Obligation, the total amount of funds presently available for payment and allotted to this contract (which covers all items, including profit or fee payable) are as follows:

a. CLIN 0001 FFP:

- (1) Amount Required for Full Funding,  
Including Fee(s):
- (2) Total Amount Allotted and Obligated:
- (3) Net Amount Required for Full Funding:

(b)(4)

b. CLIN 0003 CPFF:

- (1) Amount Required for Full Funding,  
Including Fee(s):
- (2) Amount Allotted Under the LOF Clause  
for Payment of Costs:
- (3) Amount Allotted Separately for  
Payment of Fee:
- (4) Total Amount Allotted and obligated:
- (5) Net Amount Required for Full Funding:

c. CLIN 0010 FFP:

- (1) Amount Required for Full Funding,  
Including Fee(s):
- (2) Total Amount Allotted and Obligated:
- (3) Net Amount Required for Full Funding:

d. CLIN 0020 FFP:

- (1) Amount Required for Full Funding,  
Including Fee(s):
- (2) Total Amount Allotted and Obligated:
- (3) Net Amount Required for Full Funding:

e. CLIN 0022 CPFF:

(1) Amount Required for Full Funding,  
Including Fee(s):

(b)(4)

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs:

(3) Amount Separately Allotted for  
Payment of Fee:

(4) Total Amount Allotted:

(5) Total Amount Obligated for Payment

(6) Net Amount Required for Full Funding:

f. CLIN 0032 CPFF:

(1) Amount Required for Full Funding,  
Including Fee(s):

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs:

(3) Amount Separately Obligated for  
Payment of Fee:

(4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

g. CLIN 0040 FFP:

(1) Amount Required for Full Funding,  
Including Fee(s):

(2) Total Amount Allotted and Obligated:

(3) Net Amount Required for Full Funding:

h. CLIN 0043 CPFF:

(1) Amount Required for Full Funding,  
Including Fee(s):

(2) Amount Allotted Under the LOF Clause  
for Payment of Costs:

(3) Amount Separately Obligated for  
Payment of Fee:



- (4) Total Amount Allotted and Obligated:
- (5) Net Amount Required for Full Funding:

(b)(4)

i. CLIN 0060 FFP:

- (1) Amount Required for Full Funding, Including Fee(s):
- (2) Total Amount Allotted and Obligated:
- (3) Net Amount Required for Full Funding:

j. CLIN 0064 CPFF:

- (1) Amount Required for Full Funding, Including Fee(s):
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:
- (3) Amount Separately Obligated for Payment of Fee:
- (4) Total Amount Allotted:
- (5) Total Amount Obligated:
- (5) Net Amount Required for Full Funding:

k. CLIN 0070 FFP:

- (1) Amount Required for Full Funding, Including Fee(s):
- (2) Total Amount Allotted and Obligated:
- (3) Net Amount Required for Full Funding:

l. CLIN 0071 CPFF:

- (1) Amount Required for Full Funding, Including Fee(s):
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:
- (3) Amount Separately Obligated for Payment of Fee:
- (4) Total Amount Allotted and Obligated:

(5) Net Amount Required for Full Funding:

(b)(4)

m. CLIN 0100 CPFF:

- (1) Amount Required for Full Funding, Including Fee(s):
- (2) Amount Allotted Under the LOF Clause for Payment of Costs:
- (3) Amount Separately Obligated for Payment of Fee:
- (4) Total Amount Allotted and Obligated:
- (5) Net Amount Required for Full Funding:

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

CLINs may be funded by multiple accounting classifications. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

	FROM	BY	TO
CLIN 0001			
Funds obligated on 000101 ACRN AB			
CLIN 0003			
Funds obligated on 000301 ACRN AB			
CLIN 0010			
Funds obligated on 001001 ACRN AB			
CLIN 0020			
Funds obligated on 002001 ACRN AB			
CLIN 0022			
Funds obligated on 002201 ACRN AB			
Funds obligated on 002202 ACRN AE			
Total			
CLIN 0032			
Funds obligated on 003201 ACRN AB			
Funds obligated on 003202 ACRN AB			
Total			
CLIN 0040			
Funds obligated on 004001 ACRN AB			

(b)(4)

CLIN 0043			
Funds obligated on 004301 ACRN AB	(b)(4)		
Funds obligated on 004302 ACRN AB			
Total			
CLIN 0060			
Funds obligated on 006001 ACRN AC			
CLIN 0064			
Funds obligated on 006401 ACRN AC			
CLIN 0070			
Funds obligated on 007001 ACRN AD			
CLIN 0071			
Funds obligated on 007101 ACRN AD			
CLIN 0100			
Funds obligated on 010001 ACRN AA			
<b>Total</b>			

Attachment 17  
Task Instruction Registry

TASK INSTRUCTIONS - TCE

CLIN 0003

Value (b)(4)

Task #	Date Authorized	PoP Awd Thru	Task Description	Authorized Amount	MoD #
CLIN Ceiling Remaining				(b)(4)	



Attachment 17  
Task Instruction Registry

TASK INSTRUCTIONS - TCM

CLIN 0022

Value

(b)(4)

Task #	Date Authorized	PoP Awd Thru	Task Description	Authorized Amount	MoD #
0022-0001	4/30/2014	10/31/2014	Engr Improvemnts	(b)(4)	P00012
0022-0004	4/30/2014	9/30/2014	CESE Encoder & PXI Eval		P00012
0022-0006	4/30/2014	11/30/2014	CES Strain Gauges Eval		P00012
0022-0008	4/30/2014	31-Jan-15	5-yrs Life Ext Test of electro explosive detonators		P00012
<b>CLIN Ceiling Remaining</b>					

Attachment 17  
Task Instruction Registry

TASK INSTRUCTIONS - TCI

CLIN 0043

Value (b)(4)

Task #	Date Authorized	PoP Awd Thru	Task Description	Authorized Amount	MoD #
0043-0001	17-Mar-14	14-Apr-14	Support FRB for FIG-06b	(b)(4)	P00008
CLIN Ceiling Remaining					

Attachment 17  
Task Instruction Registry

TASK INSTRUCTIONS - DT

CLIN 0064

Value

(b)(4)

Task #	Date Authorized	PoP Awd Thru	Task Description	Authorized Amount	MoD #
CLIN Ceiling Remaining					
				(b)(4)	

Attachment 17  
Task Instruction Registry

**TASK INSTRUCTIONS - OTHER SUSTAINMENT ACTIVITIES**

CLIN 0071

Value (b)(4)

Task #	Date Authorized	PoP Awd Thru	Task Description	Authorized Amount	MoD #
0071-0001	6-Mar-14	30-Jun-14	UPS Batteries	(b)(4)	P00007
0071-0002	6-Mar-14	30-Apr-14	Eval & Serv Helium Leak Detector		P00007
0071-0002(R1)	6-Mar-14	30-Sep-14	Eval & Serv Helium Leak Detector		P00012
0071-0007	17-Mar-14	30-Jun-14	Maint parts for Kwajalein repairs		P00008
<b>CLIN Ceiling Remaining</b>					

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **J** PAGE OF PAGES: **1** / **32**

2 AMENDMENT/MODIFICATION NO: **P00013** 3 EFFECTIVE DATE: **05-Jun-2014** 4 REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5 PROJECT NO. (If applicable)

6 ISSUED BY: MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 3022 MARTIN RD REDSTONE ARSENAL AL 35896-0001 CODE: **HQ0147** 7 ADMINISTERED BY (If other than item 6): DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040 CODE: **S0107A**

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900 9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004 X 10B. DATED (SEE ITEM 13) X 09-Dec-2013

CODE **5D177** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers  is extended.  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **See Schedule**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.243-1 Changes-Fixed Price Alt 1 and 52.243-2 Changes-Cost Reimbursement Alt 1  
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 The purpose of this modification is to:  
 1 Provide a final settlement of Lockheed Martin Space Systems Company (LMSSC) Proposal NBC-0062-U-13 entitled, "Targets and Countermeasures (TC) Highly Specialized Services, submitted to the Government on October 18, 2013 in response to Request for Proposal HQ0147-13-R-0007. Both parties agreed to complete the negotiated settlement in two phases. Phase I was completed under modification P00004 and this is the second and final phase (Phase II) in the settlement of the subject proposal. The highly specialized services will be performed on the target hardware components for the following category of missiles: Medium Range Ballistic Missiles Type III (MRBM T3), Extended Medium Range Ballistic Missiles (eMRBM), and Launch Vehicle 2 (LV-2).  
 CONTINUED ON PAGE 2

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

15A NAME AND TITLE OF SIGNER (Type or print): **(b)(6) Contracts Negotiator, Sr.** 15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6) Contract (b)(6)**  
 15C DATE SIGNED: **6/5/2014** 16A BY: **(b)(6)** 16B BY: **(b)(6)** 6/5/2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOCK 14 CONTINUATION PAGE

2. The total negotiated settlement is as follows:

CLINS	FIRM FIXED PRICE	FIRM FIXED PRICE (Option)
-------	------------------	---------------------------

0001	(b)(4)
0004 (Option)	
0005 (Option)	
0010	
0011 (Option)	
0012 (Option)	
0013 (Option)	
0020	
0030	
0040	
0060	
TOTAL	

CLINS	COST	FEE	CPFF	COST	FEE	CPFF
-------	------	-----	------	------	-----	------

0003	(b)(4)
0006	
0007 (Option)	
0008 (Option)	
0022	
0032	
0064	
0071	
TOTAL	

CLINS	FIRM FIXED PRICE (Section J Attachment 18 - Pricelist Options)
-------	--

0021a (Option)	(b)(4)
0021b (Option)	
0031a (Option)	
0061a (Option)	
0061b (Option)	
0061c (Option)	
0062a (Option)	
0062b (Option)	
TOTAL	

TOTAL FFP (excluding Options)	(b)(4)
TOTAL CPFF (excluding Options)	
TOTAL FFP & CPFF (excluding Options)	
TOTAL FFP (Options)	(b)(4)
TOTAL FFP (Pricelist Options)	
TOTAL CPFF (Options)	

TOTAL FFP & CPFF (Options)

(b)(4)

TOTAL FFP & CPFF

STATEMENT of RELEASE: In consideration of the modification agreed to herein as complete equitable adjustment for LMSSC proposal (b)(4) the contractor hereby release the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to proposal

3. Update Section B CLIN Structure and CLIN descriptions to include the pricing information.

4. Update Section E - Inspection and Acceptance

5. Update Section F - Period of Performance and Delivery Schedule

6. Add G-01 Contract Administration (May 2012) clause by full text

7. Increase the funding on the total funding contract by the amount of (b)(4) as follows:

- CLIN 0001 (b)(4)
- CLIN 0006
- CLIN 0010
- CLIN 0020
- CLIN 0022
- CLIN 0030
- CLIN 0040
- CLIN 0060
- CLIN 0070

8. Add the following H clause:

- Definition of Unusually Hazardous Risk

9. Delete the following H clauses:

- MDA H-31 Technical Cognizance
- MDA H-40 Indemnification Against Unusually

10. Add the following Section I clauses:

- FAR 52.217-9 Option to Extend the Term of the Contract
- DFARS 252.235-7000 Indemnification under 10 U.S.C 2354 Fixed Price (DEC 1991)
- DFARS 252.235-7001 Indemnification under 10 U.S.C 2354 Cost Reimbursement (DEC 1991)

11. Update the following Section J Attachments based on the above changes

- Update Section J Attachment 1 - FCHSS SOW dtd 5 June 2014 (P00013)
- Update Section J Attachment 2 - CDRLs dtd XX June 2014 (P00013)
- Update Section J Attachment 4 - CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)
- Update Section J Attachment 9 - Labor Rate Table dtd 23 May 14 (P00013)
- Update Section J Attachment 10 - Performance Based Payment Event Schedules (P00013)
- Update Section J Attachment 16 - G-08 Allotment of Funds and Section G-09 (P00013)
- Add to Section J, Attachment 18 - Price List Options (P00013)

12. Update Section J Attachment 17 Task Instruction Registry to add the following authorized Task Instructions:

- TI 22-0002 entitled, "Evaluation of Shock and Environments"
- TI 32-0003 entitled, "Worst Case Analysis of Lithium Ion Polymer 20Ah Batteries."

13. Authorize Performance Based Payment of (b)(4) for the completion of the following events:

- CLIN 0001: Event Number: 4 Event Value: (b)(4)
- CLIN 0010: Event Number: 5 Event Value: (b)(4)
- CLIN 0010: Event Number: 6 Event Value: (b)(4)

- CLIN 0020: Event Number: 4 Event Value (b)(4)
- CLIN 0040: Event Number: 3 Event Value (b)(4)
- CLIN 0060: Event Number: 1 Event Value (b)(4)

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**CLIN 0001**

The CLIN extended description has changed from The contractor shall perform Program Management and Systems Engineering IAW SOW. to The contractor shall perform Program Management and Systems Engineering IAW SOW. (CY2014 - CY2016).

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

**SUBCLIN 000101**

- The FSC code 1337 has been added.
- The PROG code A20 has been added.
- The WSC Equipment code CAA has been added.
- The NAICS code 336414 has been added.
- The MDAP/MAIS Code 362 has been added.

**CLIN 0003**

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

**CLIN 0010**



The CLIN extended description has changed from TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0 to TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2014 - CY2015)

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001001

The FSC code 1337 has been added.  
The PROG code A20 has been added.  
The WSC Equipment code CAA has been added.  
The NAICS code 336414 has been added.  
The MDAP/MAIS Code 362 has been added.

CLIN 0020

The CLIN extended description has changed from The contractor shall perform nominal mission planning IAW SOW Section 5.1 The Firm Fixed Price includes the following: MRBM 13 SS#1 - Mission Planning (Partial). to The contractor shall perform nominal mission planning IAW SOW Section 5.1. The Firm Fixed Price includes the following: MRBM 13 SS#1 (Partial) and MRBM 13 SS# 2 - 4..

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0032

The estimated max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0040

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004001

The FSC code 1337 has been added.  
The PROG code A20 has been added.  
The WSC Equipment code CAA has been added.  
The NAICS code 336414 has been added.  
The MDAP/MAIS Code 362 has been added.

## CLIN 0060

The CLIN extended description has changed from The contractor shall perform Launch Operations IAW SOW Section 2.0. The Firm Fixed Price includes the following: MRBM T3 SS#1. to The contractor shall perform Launch Operations IAW SOW Section 2.0. The Firm Fixed Price includes the following: MRBM T3 SS#1-4 and eMRBM SS#1.

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

## SUBCLIN 006001

The FSC code 1337 has been added.

The PROG code A20 has been added.

The WSC Equipment code CAA has been added.

The NAICS code 336414 has been added.

The MDAP/MAIS Code 362 has been added.

## CLIN 0064

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

## CLIN 0070

The CLIN extended description has changed from DI - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0. to DI - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0. (CY2014).

## SUBCLIN 007001

The FSC code 1337 has been added.

The PROG code A20 has been added.

The WSC Equipment code CAA has been added.

The NAICS code 336414 has been added.

The MDAP/MAIS Code 362 has been added.

## CLIN 0071

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436334				(b)(4)

---

NET AMT (b)(4)

ACRN AE  
CIN: HQ01474363340001

FSC CD: 1337

CLIN 0004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Program Management and Engineering FFP The contractor shall perform Program Management and Systems Engineering IAW SOW. (CY2017) FOB: Destination	1	Lot	(b)(4)	(b)(4)

---

NET AMT (b)(4)

FSC CD: 1337

CLIN 0005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Program Management and Engineering FFP	1	Lot	(b)(4)	
The contractor shall perform Program Management and Systems Engineering IAW SOW. (CY2018) FOB: Destination					

NET AMT

(b)(4)

FSC CD: 1337

CLIN 0006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Program Management Travel CPFF				(b)(4)
Program Management (CLIN 0001) Travel in accordance with the Joint Federal Travel Regulations. (CY2014 - CY2016) FOB: Destination					
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

SUBCLIN 000601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436257				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474362570001				

FSC CD: 1337

CLIN 0007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Program Management Travel CPFF Program Management (CLIN 0004) Travel in accordance with the Joint Federal Travel Regulations. (CY2017) FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

CLIN 0008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Program Management Travel CPF Program Management (CLIN 0005) Travel in accordance with the Joint Federal Travel Regulations. (CY2018) FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

SUBCLIN 001002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436335				(b)(4)
				NET AMT	(b)(4)
	ACRN AE CIN: HQ01474363350001				

FSC CD: 1337

CLIN 0011 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2016) FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1337

CLIN 0012 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2017) FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1337

CLIN 0013 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2018) FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1337

SUBCLIN 002002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436336				(b)(4)

NET AMT

(b)(4)

ACRN AE  
CIN: HQ01474363360001

FSC CD: 1337

CLIN 0030 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	eMRBM AI&T and Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.1 and eMRBM AI&T IAW SOW Section 9.0. The Firm Fixed Price includes the following: eMRBM SS#1 FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1337

SUBCLIN 003001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003001	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436258				(b)(4)

NET AMT

(b)(4)

ACRN AL  
CIN: HQ01474362580001

FSC CD: 1337

SUBCLIN 004002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436260				(b)(4)

NET AMT

(b)(4)

ACRN AL  
CIN: HQ01474362600001

FSC CD: 1337

SUBCLIN 006002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436348				(b)(4)

NET AMT

(b)(4)

ACRN AG  
CIN: HQ01474363480001

FSC CD: 1337

SUBCLIN 007002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436352				(b)(4)

NET AMT

(b)(4)

ACRN AF  
CIN: HQ01474363520001

FSC CD: 1337

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0005:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000601:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 0008:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
			Government

Destination	Government	Destination	Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 001002:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0011:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0012:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0013:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 002002:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for CLIN 0030:			
INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 003001:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 004002:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 006002:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The following Acceptance/Inspection Schedule was added for SUBCLIN 007002:			
INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2018 TO 08-DEC-2018	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0006:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-JUN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0008:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 01-JAN-2018 TO 08-DEC-2018	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
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The following Delivery Schedule item for CLIN 0010 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0011:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2016 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0012:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0013:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2018 TO 08-DEC-2018	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0022 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0030:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 05-JUN-2014 TO 31-DEC-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147



The following Delivery Schedule item for CLIN 0032 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0043 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0060 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2013 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
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The following Delivery Schedule item for CLIN 0064 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0071 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following have been modified.

DELIVERY SCHEDULE

Item	BETD
MRBM T3 SS#1	1 <sup>st</sup> Qtr FY15
MRBM T3 SS#2	3 <sup>rd</sup> Qtr FY15
MRBM T3 SS#3	4 <sup>th</sup> Qtr FY15

eMRBM SS#1  
MRBM T3 SS#4

4<sup>th</sup> Qtr FY15  
2<sup>nd</sup> Qtr FY16

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4)  
from (b)(4) to (b)(4)

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AE

CIN: HQ01474363340001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000601:

Funding on SUBCLIN 000601 is initiated as follows:

ACRN: AE

CIN: HQ01474362570001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001002:

Funding on SUBCLIN 001002 is initiated as follows:

ACRN: AE

CIN: HQ01474363350001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002002:

Funding on SUBCLIN 002002 is initiated as follows:

ACRN: AE

CIN: HQ01474363360001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002202:

AE: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415 711C  
310 (CIN HQ01474358590001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003001:

Funding on SUBCLIN 003001 is initiated as follows:

ACRN: AE

CIN: HQ01474362580001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004002:

Funding on SUBCLIN 004002 is initiated as follows:

ACRN: AE

CIN: HQ01474362600001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG S105P FY14 IC-V0-FY1415  
711C 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006002:

Funding on SUBCLIN 006002 is initiated as follows:

ACRN: AG

CIN: HQ01474363480001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF ST04P FY14 TC-V0-FY1415  
 711C 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 007002:

Funding on SUBCLIN 007002 is initiated as follows:

ACRN: AF

CIN: HQ01474363520001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YF ST04P FY14 TC-ILS-FY1415  
 711C 255

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

See Section J Attachment 16

The following were previously included by reference and are now included by full text:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without re-delegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/IC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0022 is:

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
Organizational Code: MDA/TCL  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The alternate COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
Organizational Code: MDA/TCL  
Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACI

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/cb/index.html>.

SECTION II - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

INDEMNIFICATION

DEFINITION OF UNUSUALLY HAZARDOUS RISKS

For the purpose of clause DFARS 252.235-7000, entitled "Indemnification Under 10 U.S.C. 2354 - Fixed Price (DEC 1991)," and DFARS 252.235-7001 entitled "Indemnification Under 10 U.S.C. 2354 - Cost Reimbursement (DEC 1991)" it is agreed that risks arising out of or resulting from:

- (a) The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during preparation, mixing, storage, or loading;
- (b) The burning, explosion, or detonation of liquid fueled rocket engines or solid fueled rocket motors during preparation, casting, curing, storing, testing, transporting, launch preparation, or launch;
- (c) The burning, explosion or detonation of launch vehicles or their components during test, transporting, launch preparation, or launch;
- (d) The toxic or other unusually hazardous properties of propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products;
- (e) The flight or surface impact of launch vehicles or components or fragments thereof;

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

The following have been modified:

H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are defined as:

1. Targets and Countermeasures Program Director
2. Chief Engineer
3. Chief Systems Engineer

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel

The following have been deleted:

MDA H-31	TECHNICAL COGNIZANCE	JUN 2011
MDA H-40	INDEMNIFICATION AGAINST UNUSUALLY HAZARDOUS RISKS	APR 2012

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor in accordance with the contract period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)



## 252.235-7000 INDEMNIFICATION UNDER 10 U.S.C. 2354 -- FIXED PRICE (DEC 1991)

(a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.

(b) Claims, losses, and damages covered --

(1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term "third persons" includes employees of the contractor;

(2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and

(3) Loss, damage, or lost use of the Government's property.

(c) The claim, loss, or damage --

(1) Must arise from the direct performance of this contract;

(2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;

(3) Must result from an unusually hazardous risk as specifically defined in the contract;

(4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract;

(5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (h) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and

(6) Must be certified as just and reasonable by the Secretary of the department or designated representative

(d) The Contractor shall buy and maintain, to the extent available, insurance against unusually hazardous risks in the form, amount, period(s) of time, at the rate(s), and with such insurers, as the Contracting Officer (or, for Navy contracts, the Department) may from time to time require and approve. If the cost of this insurance is higher than the cost of the insurance the Contractor had as of the date of the contract, the Government shall reimburse the Contractor for the difference in cost, as long as it is properly allocable to this contract and is not included in the contract price. The Government shall not be liable for claims, loss, or damage if insurance was available and is either required or approved under this paragraph.

(e) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.

(f) "Notice." The Contractor shall --

- (1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;
  - (2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and
  - (3) Immediately provide copies of all pertinent papers that the Contractor receives or has received.
- (g) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions and execute any authorizations required.
- (h) "Flowdown." The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if -
- (1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract,
  - (2) The Contracting Officer approved those indemnification provisions;
  - (3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and
  - (4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of papers and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.
- (i) The Government may discharge its obligations under paragraph (h) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable
- (j) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.

(End of clause)

252.235-7001 INDEMNIFICATION UNDER 10 U.S.C. 2354 -- COST REIMBURSEMENT (DEC 1991)

- (a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.
- (b) Claims, losses, and damages covered --
- (1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term "third persons" includes employees of the Contractor;
  - (2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and
  - (3) Loss, damage, or lost use of the Government's property.
- (c) The claim, loss, or damage --
- (1) Must arise from the direct performance of this contract;

- (2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;
- (3) Must result from an unusually hazardous risk as specifically defined in the contract;
- (4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of --
- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or
- (iii) A separate and complete major industrial operation connected with the performance of this contract;
- (5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (i) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and
- (6) Must be certified as just and reasonable by the Secretary of the department or designated representative.
- (d) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.
- (e) "Notice." The Insurance - Liability to Third Persons clause of this contract applies also to claims under this clause. In addition, the Contractor shall --
- (1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;
- (2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and
- (3) Immediately provide copies of all pertinent papers that the contractor receives or has received.
- (f) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required.
- (g) The Limitation of Cost clause of this contract does not apply to the Government's obligations under this clause. The obligations under this clause are excepted from the release required by the Allowable Cost, Fee, and Payment clause of this contract.
- (h) Under this clause, a claim, loss, or damage arises from the direct performance of this contract if the cause of the claim, loss, or damage occurred during the period of performance of this contract or as a result of the performance of this contract.
- (i) "Flowdown." The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if --
- (1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract;

(2) The Contracting Officer approved those indemnification provisions:

(3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and

(4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of paper and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.

(j) The Government may discharge its obligations under paragraph (i) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable.

(k) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.

(End of clause)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 IC Highly Specialized Services SOW dtd 5 June 14 (P00013)	28
Attachment 2 Contract Data Requirement List (CDRLs) dtd 17 Jan 14	28
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00013)	3
Attachment 17 Task Instruction Registry (P00013)	7
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

AMENDMENT/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 30-Jun-2014	4. REQUISITION/PURCHASE REQ NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35890-0001	CODE HQD147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35890-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1100			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT ORDER NO. HQD147-14-C-0004	
			X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE: S0177			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified in receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) by completing Items 8 and 15, and returning _____ copies of the amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-32 Performance based Payment and FAR 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: (b)(6) See page 2					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) Contracting Officer		
15B. DATE SIGNED 7/1/2014			16B. DATE SIGNED 7/2/2014		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE:

**The following items are applicable to this modification:**

The purpose of this modification is as follows:

1. Authorize Performance Based Payment of (b)(4) for the completion of the following events:
  - CLIN 0001: Event Number: 5 Event Value (b)(4)
  - CLIN 0001: Event Number: 7 Event Value (b)(4)
  - CLIN 0010: Event Number: 7 Event Value (b)(4)
  - CLIN 0010: Event Number: 8 Event Value (b)(4)
  - CLIN 0060: Event Number: 2 Event Value (b)(4)
2. Update SubCLIN 003202 CLIN Description.
3. Increase CLIN 0032 funding b (b)(4)
4. Delete Section J Attachment 2 Contract Data Requirements List dated 21 Jan. 2014 and replace with Section J Attachment 2 Exhibit A Contract Data Requirements List dtd 30 June 2014.
5. Update Section J Attachment 16 Allotment of Funds to reflect the above increase in funding.
6. Update Section J Attachment 17 Task Instruction Registry to add the following authorized Task Instructions:
  - TI 32-0004 entitled, "Procure Topcoat for MRRV-7 FS#4"
  - TI 71-0014 entitled, "Operational Configuration of Ground Launch Equipment at Kauai Test Facility"

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003202

The CLIN description Incremental Funding has been added.

SUBCLIN 003203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003203	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436934				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474369340001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003203:

Funding on SUBCLIN 003203 is initiated as follows:

ACRN: AE

CIN: HQ01474369340001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415  
71TC 310

Increase (b)(4)

Total (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS



The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 5 June 14 (P00013)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00014)	3
Attachment 17 Task Instruction Registry (P00014)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE J	PAGE OF PAGES 1   3
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2 AMENDMENT/MODIFICATION NO P00015	3 EFFECTIVE DATE 09 JUL 2014	4 REQUISITION PURCHASE REQ. NO SEE SCHEDULE	5 PROJECT NO (If applicable)
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6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLOG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE S0107A
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8 NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930	9A AMENDMENT OF SOLICITATION NO
	9B DATED (SEE ITEM 11)
	X 10A MOD. OF CONTRACT/ORDER NO HQ0147-14-C-0004
	X 10B DATED (SEE ITEM 13) 09-Dec-2013

CODE 5D177 FACILITY CODE

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 13, and returning \_\_\_\_\_ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

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

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

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

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

X D OTHER (Specify type of modification and authority)  
FAR 52.232-22 Limitation of Funds

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Modification Control Number (b)(6)

The purpose of this modification is to:

- Deobligate CLIN 0001 funding by (b)(4) from (b)(4) to (b)(4)
- Update Section J Attachment 16 G-08 Allotment of Funds to reflect this funding change

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

15A NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.	15B DATE SIGNED 7/8/14	15C OFFICER (Type or print) (b)(6)	15D DATE SIGNED 09 JUL 2014
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000102:

AE: 044411 097 0400 000 N 20142015 D 2520 YG ST05P\_FY14 TC-V0-FY1415 71TC  
 310 (CIN HQ01474363340001) was decreased by (b)(4) from (b)(4) to (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 5 June 14 (P00013)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00015)	3
Attachment 17 Task Instruction Registry (P00014)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1   2	
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 11-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)			
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (if required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to correct a typographically error in block 14 of modification P00015 -  Delete: "Deobligate CLIN 0001 funding by (b)(4) from (b)(4) to (b)(4) Add: "Deobligate CLIN 0001 funding by (b)(4) from (b)(4) to (b)(4)						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b)(6)			
			TEL: (b)(6) EMAIL: (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16C. DATE SIGNED		
				11-Jul-2014		
(Signature of person authorized to sign)				BY: (b)(6) (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

(End of Summary of Changes).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID. CODE J	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 22-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
			X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offers submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.232-32 Performance Based Payments & FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See Page 2				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6)		
		TEL (b)(6)	EMAIL (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6)		22-Jul-2014
		BY (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is to:

1. Authorize payment of (b)(4) for the completion of work as follows:
  - a. CLIN 0001: Event Number: 6 Event Value: (b)(4)
  - b. CLIN 0010: Event Number: 9 Event Value: (b)(4)
  - c. CLIN 0010: Event Number: 10 Event Value: (b)(4)
2. Increase CLIN 0032 total funding by (b)(4)
3. Update Section J Attachment 16 G-08 and G-09 to reflect the changes identified in item 2 above.
4. Update Section J Attachment 17 Task Instruction Registry to add the following authorized Task Instructions; TI 32-0005, TI 32-0006, TI 71-0015, and 71-0010(R1).

**SUMMARY OF CHANGES**

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

SUBCLIN 003204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003204	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147437382				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474373820032				

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 003204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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N/A N/A N/A Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003204:  
Funding on SUBCLIN 003204 is initiated as follows:

ACRN: AE

CIN: HQ01474373820032

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415  
71TC 310

Increase: (b)(4)

Total (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 5 June 14 (P00013)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00017)	3
Attachment 17 Task Instruction Registry (P00017)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO P00018	3. EFFECTIVE DATE 14-Aug-2014	4. REQUISITION/PURCHASE REQ. NO SEE SCHEDULE		5. PROJECT NO (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) See page 2.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACTING OFFICER		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY: (b)(6)		14-Aug-2014
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is as follows:

1. Authorize Performance Based Payment of (b)(4) for the completion of work as follows:
  - a. CLIN 0001: Event Number: 8 Event Value: (b)(4)
  - b. CLIN 0010: Event Number: 11 Event Value: (b)(4)
  - c. CLIN 0010: Event Number: 12 Event Value: (b)(4)
  - d. CLIN 0020: Event Number: 3 Event Value: (b)(4)
  - e. CLIN 0020: Event Number: 5 Event Value: (b)(4)
  - f. CLIN 0020: Event Number: 6 Event Value: (b)(4)
  - g. CLIN 0060: Event Number: 3 Event Value: (b)(4)
  - h. CLIN 0060: Event Number: 4 Event Value: (b)(4)
2. Increase CLIN 0032 funding by (b)(4)
3. Update Section J Attachment 16 G-08 and G-09 to reflect the changes identified in item 2 above.
4. Update Section J Attachment 17 Task Instruction Registry to add authorized Task Instructions TI 32-0008.

**SUMMARY OF CHANGES**

**SECTION G - CONTRACT ADMINISTRATION DATA**

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003203:

AE: 044411 097 0400 000 N 20142015 D 2520 YG ST05P FY14 TC-V0-FY1415 71TC  
310 (CIN HQ01474369340001) was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 5 June 14 (P00013)	28

Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 17 Jan 14	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 3 Feb 14 (P00006)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00018)	3
Attachment 17 Task Instruction Registry (P00018)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **J**      PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO: **P00019**      3. EFFECTIVE DATE: **25-Aug-2014**      4. REQUISITION/PURCHASE REQ NO: **SEE SCHEDULE**      5. PROJECT NO (if applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001**      CODE: **HQ0147**      7. ADMINISTERED BY (if other than item 6): **DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35758-2040**      CODE: **S0107A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DR NW  
HUNTSVILLE AL 35895-1830**      9A. AMENDMENT OF SOLICITATION NO.:      9B. DATED (SEE ITEM 11):

CODE: **SD177**      FACILITY CODE:      X 10A. MOD. OF CONTRACT/ORDER NO. **HQ0147-14-C-0004**      X 10B. DATED (SEE ITEM 11): **09-Dec-2013**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 4. The hour and date specified for receipt of offer:  is extended.  is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required):

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Other Agreements of the Parties
- D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**

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

(b)(6)	NAME OF SIGNER (Type or print): <b>Contracts Negotiator, Sr.</b>	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): <b>(b)(6)</b>
(b)(6)	15C. DATE SIGNED: <b>8/26/14</b>	16. BY: <b>(b)(6)</b>
(b)(6)	16. BY: <b>(b)(6)</b>	DATE: <b>26 Aug 14</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

The purpose of this modification is as follow:

1. Update Section J Attachment 1 TC Highly Specialized Services SOW dated 22 August 2014 at no additional cost to the Government.
2. Update Section J Attachment 5 List of Government Furnished Property (GFP) dated 22 August 2014.
3. Update Section J Attachment 7 Task Instruction Procedures (R1) dated, 31 July 2014.

**SUMMARY OF CHANGES**

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 22 Aug 14 (P00019)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 22 Aug 14 (P00019)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 31 July 14 (P00019)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00018)	3
Attachment 17 Task Instruction Registry (P00018)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 11-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (Applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805 1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to add incremental funding to CLIN 0030. See Summary of Changes for more information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACT SPECIALIST		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6)		11-Sep-2014
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003002	Incremental Funding of CLIN 0030 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438522				(b)(4)
				NET AMT	(b)(4)
	ACRN AH CIN: HQ01474385220001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003002:

Funding on SUBCLIN 003002 is initiated as follows:

ACRN: AH

CIN: HQ01474385220001

Increase: (b)(4)

Total: (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 22 Aug 14 (P00019)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	1
Attachment 5 List of Government Furnished Property (GFP) dtd 22 Aug 14 (P00019)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	2
Attachment 7 Task Instruction Procedures (R1) dtd 31 July 14 (P00019)	1
Attachment 8 Task Instruction Form dtd 17 Jan 14	1
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	1
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	2
Attachment 13 Contractual Ground Rules and Assumptions	2
Attachment 14 Restricted Rights Assertions Table	7
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	1
Attachment 16 Sections G-08 and G-09 (P00020)	3
Attachment 17 Task Instruction Registry (P00018)	6
Attachment 18 Price List Options (P00013)	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. F00021	3. EFFECTIVE DATE 23-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
			X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to add incremental funding to CLIN 0001, 0022 and 0064. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) / CONTRACT SPECIALIST TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 23-Sep-2014	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	CLIN 0001 - Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438791				(b)(4)
				NET AMT	(b)(4)
				ACRN AA CIN: HQ01474387910001	

SUBCLIN 002203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002203	CLIN 0022 Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438314				(b)(4)
				NET AMT	(b)(4)
				ACRN AJ CIN: HQ01474383140001	

SUBCLIN 006402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006402	CLIN 0064 Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438313				(b)(4)
				NET AMT	(b)(4)
	ACRN AB CIN: HQ01474383130001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006402:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000103:

Funding on SUBCLIN 000103 is initiated as follows:

ACRN: AA

CIN: HQ01474387910001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-U0-FY1415  
71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 002203:

Funding on SUBCLIN 002203 is initiated as follows:

ACRN: AJ

CIN: 11Q01474383140001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415  
71TC 251

Increase (b)(4)

Total (b)(4)

SUBCLIN 006402:

Funding on SUBCLIN 006402 is initiated as follows:

ACRN: AB

CIN: HQ01474383130001

Acctng Data: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415  
71TC 255

Increase: (b)(4)

Total (b)(4)

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **3**  
 2 AMENDMENT/MODIFICATION NO: **P00022** 3 EFFECTIVE DATE: **07 Oct-2014** 4 REQUISITION/PURCHASE REQ. NO: **SEE SCHEDULE** 5 PROJECT NO (if applicable):

6 ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 6222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001** CODE: **HQ0147** 7 ADMINISTERED BY (if other than item 6): **DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35758-2040** CODE: **S0107A**

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4000 BRADFORD DR NW  
HUNTSVILLE AL 35895-1930** 9A AMENDMENT OF SOLICITATION NO.:  
 9B DATED (SEE ITEM 11):  
 X 10A MOD OF CONTRACT ORDER NO: **HQ0147-14-C-0004**  
 10B DATED (SEE ITEM 13):  
 X 09-Dec-2013

CODE: **5D177** FACILITY CODE:

11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer  is extended,  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

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

- A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) - Mutual Agreement of the Parties
- D OTHER (Specify type of modification and authority)

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 The purpose of this modification is to incorporate the following:  
 1) Multiple Task Instructions (TIs)  
 2) Performance Based Payment Completion Memo  
 3) Transfer **(b)(4)** of ceiling from CLIN 0003 to CLIN 0032  
 4) Incorporate Section J, Attachment 1 SOW dated 23 Sep 2014  
 5) Incorporate Section J, Attachment 16, G-08 and G-09 (P00022)  
 6) Incorporate Section J, Attachment 17, Task Instruction Registry (P00022)  
 See Summary of Changes for more detailed information.

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

15 SIGNATURE OF SIGNER (Type or print): **(b)(6) Contracts Negotiator, Jr.** 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6)**  
 15C DATE SIGNED: **10/7/2014** 16B EMAIL: **(b)(6)**  
 16C DATE SIGNED: **10/7/2014**



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The Purpose of this modification is to incorporate the following actions:

- 1) Incorporate the following TIs: TI-22-0001 Rev 1, TI-22-0004 Rev 1, TI-32-0010 through Rev 1, TI-64-0001 through Rev 2, TI-64-0002, TI-71-0013, and TI-71-0017.
- 2) Authorize Performance Based Payment of (b)(4) for the completion of work as follows:
  - a) CLIN 0001: ... Event Number: 9 ... Event Value: (b)(4)
  - b) CLIN 0010: ... Event Number: 13 ... Event Value: (b)(4)
  - c) CLIN 0010: ... Event Number: 14 ... Event Value: (b)(4)
  - d) CLIN 0060: ... Event Number: 5 ... Event Value: (b)(4)
  - e) CLIN 0070: ... Event Number: 2 ... Event Value: (b)(4)
- 3) Revise Section B, CLIN 0003 to reduce Estimated Cost by (b)(4). Fixed Fee by (b)(4) for a total ceiling reduction of (b)(4). Revise Section B, CLIN 0032 to increase Estimated Cost by (b)(4). Fixed Fee by (b)(4) for a total ceiling increase of (b)(4). These revisions will be adjusted on Section J, Attachment 16 G-08 and G-09 (P00022).
- 4) Revise Section J, Attachment 1 SOW (23 September 2014) to incorporate TMEL Dates for Missions FTM-24 and FTX 21.
- 5) Revise Section J, Attachment 17 Task Instruction Registry (P00022) to reflect TIs incorporated above.

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

... CLIN 0003

... The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

... The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

... The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

... CLIN 0032

... The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

... The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

..... The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 23 Sep 14 (P00022)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 22 Aug 14 (P00019)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd 31 July 14 (P00019)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedules (P00010)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00022)	03
Attachment 17 Task Instruction Registry (P00022)	06
Attachment 18 Price List Options (P00013)	01

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. R00023	3. EFFECTIVE DATE 10/30/2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35096-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35756-2040	CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD OF CONTRACT/ORDER NO HQ0147-14-C-0004	
CODE 5D177			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3), Mutual Agreement; FAR 52.232-22 Limitation of Funds				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incorporate the following changes: 1) Incorporate TCHSS-14-0071 Performance Based Payment Completion Memo 2) Revise Section J, Attachment 10 PBP to Revision 2 3) Increase ceiling on CLIN 0060 4) Provide incremental funding for CLIN 0060 5) Revise Section J, Attachment 16, G-08 and G-09 to reflect the changes listed above See Summary of Changes for more detailed information				
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Sr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) EMAIL (b)(6)		
15B. DATE SIGNED (b)(6) 10/28/14		16B. DATE SIGNED (b)(6) 10/30/2014		
APPROVED BY OIRM 11-84		30-105-04		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:  
PURPOSE STATEMENT

Modification P00023 is issued to implement the following changes:

- 1) Authorize Performance Based Payment of (b)(4) for the completion of work as follows:
  - a) CLIN 0001: Event Number: 10 Event Value: (b)(4)
  - b) CLIN 0001: Event Number: 11 Event Value: (b)(4)
  - c) CLIN 0010: Event Number: 15 Event Value: (b)(4)
  - d) CLIN 0010: Event Number: 16 Event Value: (b)(4)
  - e) CLIN 0060: Event Number: 06 Event Value: (b)(4)
  
- 2) Revise Section J, Attachment 10 Performance Based Payment Schedule to Revision 2 which incorporates Option Execution of Daily Deployed Launch Slip Delay for eight (8) days for a total value of (b)(4) on CLIN 0060 in event LE1 in accordance with (IAW) Section J, Attachment 18 Price List.
  
- 3) Increase CLIN 0060 ceiling by (b)(4) to incorporate Option Exercise of Daily Deployed Slip Delay for eight (8) days IAW Section J, Attachment 18 Price List.
  
- 4) Provide Incremental Funding for CLIN 0060.
  
- 5) Revise Section J, Attachment 16, G-08 and G-09 to reflect the changes listed above

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0060  
 The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006003	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539617				(b)(4)

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NET AMT	(b)(4)
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ACRN AK  
CIN: HQ01475396170001

SUBCLIN 006004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006004	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539568				(b)(4)

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NET AMT	(b)(4)
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ACRN AK  
CIN: HQ01475395680001

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 006003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006003:

Funding on SUBCLIN 006003 is initiated as follows:

ACRN: AK

CIN: 11Q01475396170001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516
71TC 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006004:

Funding on SUBCLIN 006004 is initiated as follows:

ACRN: AK

CIN: HQ01475395680001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516
71TC 255

Increase (b)(4)

Total (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Table with 2 columns: Document Name and Pages. Includes items like Attachment 1 TC Highly Specialized Services SOW, Attachment 2 Exhibit A - Contract Data Requirement List, etc.

Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00023)	03
Attachment 17 Task Instruction Registry (P00022)	06
Attachment 18 Price List Options (P00013)	01

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00024		3. EFFECTIVE DATE 03-Nov-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract, subject matter where feasible.) Modification Control Number: (b)(6) Modification P00024 is issued to implement the following change: Provide incremental funding to CLIN 0032. See Summary of Changes for more detailed information.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				(b)(6) CONTRACT SPECIALIST		
				TEL (b)(6)	EMAIL (b)(6)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
				(b)(6)		03-Nov-2014
(Signature of person authorized to sign)				(Signature of Contracting Officer)		



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 003205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003205	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539926				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AL CIN: HQ01475399260001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003205:

Funding on SUBCLIN 003205 is initiated as follows:

ACRN: AL

CIN: HQ01475399260001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15  
71TC 251

TC-U0-FY1516

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00025		3. EFFECTIVE DATE 26-Nov-2014		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PRODUCT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDFSTONE ARSENAL AL 36898-0001		CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 36758-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE: 5D177		FACILITY CODE:				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE/ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22 - Limitations of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: (b)(6) Modification P00025 is issued to implement the following changes: Provide incremental funding on CLINS 0032, 0022, and 0064. See Summary of Changes for more detailed information.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				(b)(6) CONTRACT SPECIALIST		
				TEL (b)(6)		EMAIL (b)(6)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				(b)(6)		26-Nov-2014
				(Signature of Contracting Officer)		

SECTION SE 50 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 002204 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002204	Incl Fund CLIN 0022 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541317				(b)(4)
				NET AMT	(b)(4)
				ACRN AM	
				CIN: HQ01475413170001	

SUBCLIN 006403 is added as follows:

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006403	Incl Fund CLIN 0064 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541506				(b)(4)
				NET AMT	(b)(4)
				ACRN AN	
				CIN: HQ01475415060001	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance Inspection Schedule was added for SUBCLIN 002204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006403:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002204:

Funding on SUBCLIN 002204 is initiated as follows:

ACRN: AM

CIN: HQ01475413170001

Acctg Data: 044411 097 0400 000 N 20152016 D 2520 YG S105P FY15 TC-V0-FY1516  
71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 003203:

AL: 044411 097 0400 000 N 20152016 D 2520 YG S105P FY15 TC-V0-FY1516 71TC  
251 (CIN HQ01475399260001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006403:

Funding on SUBCLIN 006403 is initiated as follows:

ACRN: AN

CIN: HQ01475415060001

Acctg Data: 044411 097 0400 000 N 20152016 D 2520 YG S105P FY15 TC-V0-FY1516  
71TC 255

Increase: (b)(4)

Total: (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 10-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 - Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00026 is issued to incorporate the following change: Add incremental funding to CLINs 0003, 0032, 0060, and 0071. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 10-Dec-2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Inc Fund CLIN 0003 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541803				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AQ CIN: HQ01475418030001				

SUBCLIN 003206 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003206	Inc Fund CLIN 0032 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541708				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AP CIN: HQ01475417080001				

SUBCLIN 006005 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006005	inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541810				(b)(4)

ACRN AK  
CIN: HQ01475418100001

NET AMT	(b)(4)
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SUBCLIN 007102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007102	Inc Fund 0071 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541716				(b)(4)

ACRN AL  
CIN: HQ01475417160001

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 003206:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006005:



INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 007102:

INSPECT AT  
N/A

INSPECT BY  
N/A

ACCEPT AT  
N/A

ACCEPT BY  
Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AQ

CIN: HQ01475418030001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516  
71TC 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 003206:

Funding on SUBCLIN 003206 is initiated as follows:

ACRN: AP

CIN: HQ01475417080001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 X2\_ST07P\_FY15 ET-FT-FY1516  
71TH 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006005:

Funding on SUBCLIN 006005 is initiated as follows:

ACRN: AK

CIN: HQ01475418100001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15  
71TC 255

TC-V0-FY1516

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 007102:

Funding on SUBCLIN 007102 is initiated as follows:

ACRN: AL

CIN: 1HQ01475417160001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15  
71TC 251

TC-U0-FY1516

Increase: (b)(4)

Total: (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00027		3. EFFECTIVE DATE 09-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	7. ADMINISTERED BY: (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805 1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004		
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013		
CODE 5D177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00027 is issued to implement the following change: Provide incremental funding for CLIN 0001. See Summary of Changes for more detailed information						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				(b)(6) CONTRACTING OFFICER		
				TEL: (b)(6)		EMAIL: (b)(6)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY (b)(6)		09-Jan-2015
				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Inc Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147542753				(b)(4)
	ACRN AQ CIN: HQ01475427530001			NET AMT	(b)(4)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000104:  
Funding on SUBCLIN 000104 is initiated as follows:

ACRN: AQ  
CIN: HQ01475427530001

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE 15-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00028 is issued to implement the following change: Provide incremental funding for CLINs 0006 and 0030. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) / CONTRACTING OFFICER		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 15-Feb-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000602 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000602	Inc Fun CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ014743272				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AQ CIN: HQ0147432720001				

SUBCLIN 003003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003003	Inc Fund FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ014742939				(b)(4)
				NET AMT	(b)(4)
	ACRN AN CIN: HQ0147429390001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000602:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 003003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000602:  
Funding on SUBCLIN 000602 is initiated as follows:

ACRN: AQ

CIN: HQ0147432720001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516  
71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 003003:  
Funding on SUBCLIN 003003 is initiated as follows:

ACRN: AN

CIN: HQ0147429390001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 255

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE: 19-Feb-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040	CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22, Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not... <input type="checkbox"/> is required to sign this document, and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00029 is issued to implement the following change: Provide incremental funding to CLIN 0010. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 19-Feb-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001003	Inc Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147544319				(b)(4)
	ACRN AQ CIN: HQ01475443190001			NET AMT	(b)(4)

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001003:  
Funding on SUBCLIN 001003 is initiated as follows:

- ACRN: AQ
- CIN: HQ01475443190001

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   3</b>
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2 AMENDMENT/MODIFICATION NO <b>P00030</b>	3 EFFECTIVE DATE <b>18-Mar-2015</b>	4 REQUISITION/PURCHASE REQ. NO SEE SCHEDULE	5 PROJECT NO (If applicable)
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6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAAL AL 35896-0001	CODE <b>HQ0147</b>	7 ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE <b>S0107A</b>
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8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930		9A. AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
	<b>X</b>	10A. MOD OF CONTRACT/ORDER NO HQ0147-14-C-0004
	<b>X</b>	10B. DATED (SEE ITEM 11) 09-Dec-2013

CODE **50177** FACILITY CODE

**11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

**X** C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Bilateral; FAR 43.103(a)(3), Mutual Agreement of the Parties

D OTHER (Specify type of modification and authority)

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Modification Control Number **(b)(6)**  
 Modification P00030 is issued to implement the following change: To create CLIN 0052 Engineering Service TCS; realign current ceiling from CLIN 0003 in the amount of **(b)(4)** to CLIN 0052, incorporate the issuance of TI 52-0001, and add incremental funding to CLIN 0052. See the Summary of Changes for additional information.

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

15A NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b>	15B DATE SIGNED <b>3/18/15</b>	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b>	16B DATE SIGNED <b>MARCH 18, 2015</b>
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0052 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052					(b)(4)

Engineering Services - TCS  
CPFF

The contractor shall perform Engineering Services/Special Studies IAW SOW section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table. NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

FSC CD: 1337

SUBCLIN 005201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005201					(b)(4)

Inc Fund CLIN 0052  
CPFF

FOB: Destination

PURCHASE REQUEST NUMBER: H00147545295

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ACRN AN

CIN: HQ01475452950001

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0052:

INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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The following Acceptance/Inspection Schedule was added for SUBCLIN 005201:

INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
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SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 005201:

Funding on SUBCLIN 005201 is initiated as follows:

ACRN: AN

CIN: HQ01475452950001

Acctg Data: 044411 097 0400 000 N 20152016 D 2520 YG ST05P FY15 TC-V0-FY1516  
71TC 255

Increase (b)(4)

Total: (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   2
2. AMENDMENT/MODIFICATION NO. P00031	3. EFFECTIVE DATE 26-Mar-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36868-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided, each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Unilateral; FAR 52.232-22 - Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00031 is issued to incorporate the following change: Provide incremental funding for CLINs 0001 and 0022. See Summary of Changes for more detailed information					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6) CONTRACTING OFFICER		
			TEL: (b)(6)		EMAIL: (b)(6)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				(b)(6)	
(Signature of person authorized to sign)				BY (b)(6)	
				(Signature of Contracting Officer)	
				16C. DATE SIGNED 26-Mar-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000104:

AQ: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC...  
255 (CIN HQ01475427530001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002204:

AM: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC...  
251 (CIN HQ01475413170001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE J	PAGE OF PAGES 1   3
2 AMENDMENT/MODIFICATION NO P00032	3 EFFECTIVE DATE 03-Apr-2015	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)	
6 ISSUED BY CODE	7 ADMINISTERED BY (If other than item 6) CODE			See Item 6
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930				
9A AMENDMENT OF SOLICITATION NO				9B DATED (SEE ITEM 11)
CODE 5D177				10A MOD OF CONTRACT/ORDER NO HQ0147-14-C-0004
FACILITY CODE				10B DATED (SEE ITEM 13) 09-Dec-2013
11 THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.				
12 ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13 THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)				
X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Bilateral, FAR 43.103(a)(3), Mutual agreement of the parties				
D OTHER (Specify type of modification and authority)				
E IMPORTANT Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office				
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number <b>(b)(6)</b> Modification P00032 is issued to incorporate the following changes: Incorporate TIs 32-0009 Rev2, 32-0007 Rev 5, provide incremental funding for CLIN 0032, incorporate updated Section J Attachment 7 Task Instruction Procedures dated April 3, 2015, and reallocate ceiling from CLIN 0003 to CLIN 0032. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b> <i>Contracts Negotiator, Sr.</i>		15B NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b> LMA <b>(b)(6)</b>		
15C CONTRACTING OFFICER <b>(b)(6)</b> (Printed name)		15C DATE SIGNED <b>4/3/15</b>		15C DATE SIGNED <b>April 3, 2015</b>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

10-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.241

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0032

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003205:

AL: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC  
 251 (CIN HQ01475399260001) was increased by (b)(4) from (b)(4) to (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 23 Sep 14 (P00022)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 22 Aug 14 (P00019)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (RI) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 2 (P00023)	16

Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan . . . . . 62  
Attachment 12 CSP Addendum Commitment Plan . . . . . 02  
Attachment 13 Contractual Ground Rules and Assumptions . . . . . 02  
Attachment 14 Restricted Rights Assertions Table . . . . . 07  
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14 . . . . . 01  
Attachment 16 Sections G-08 and G-09 (P00023) . . . . . 03  
Attachment 17 Task Instruction Registry (P00022) . . . . . 06  
Attachment 18 Price List Options (P00013) . . . . . 01

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **J** PAGE OF PAGE: **1** / **5**

2 AMENDMENT/MODIFICATION NO: **P00033** 3 EFFECTIVE DATE: **29-May-2015** 4 REQUISITION/PURCHASE REQ NO: **SEE SCHEDULE** 5 PROJECT NO (if applicable):

6 ISSUED BY: **MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001** CODE: **HQ0147** 7 ADMINISTERED BY (if other than item 6): **DCMA HUNTSVILLE 1000 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040** CODE: **S0107A**

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900** 9A. AMENDMENT OF SOLICITATION NO: 9B. DATED (SEE ITEM 11): X 10A. MOD. OF CONTRACT/ORDER NO. **HQ0147-14-C-0004** X 10B. DATED (SEE ITEM 13): **09-Dec-2013**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer  is extended  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required): **See Schedule**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Mutual Agreement of the Parties: FAR 52.232-22 LOF  
 D. OTHER (Specify type of modification and authority)

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 Modification P00033 is issued to implement the following changes: incorporate authorized TIs; provide incremental funding; increase ceiling based on negotiated rates; incorporate updated Section J, Attachment 17 TI Registry Version P00033; and incorporate Section J, Attachment 16 G-08 & G-09 Version P00033. See Summary of Changes for more information.

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

15A NAME AND TITLE OF SIGNER (Type or print): **(b)(6) Contracts Mgr** 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6) LMA (b)(6)**

15B **(b)(6)** 15C DATE SIGNED: **5/29/15** 16B BY: **(b)(6)** 16C DATE SIGNED: **5/29/2015**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**  
**PURPOSE STATEMENT**

The purpose of modification P00033 is to implement the following changes:

1) Incorporate the following authorized Task Instructions:

CLIN:	CLIN 0003	CLIN 0022	CLIN 0032	CLIN 0064	CLIN 0071
TI:	03-0001	22-0004 Rev 2	32-0004 Rev 1	64-0001 Rev 3	71-0013 Rev 1
	03-0002 Rev 1	22-0006 Rev 1	32-0005 Rev 2	64-0002 Rev 1	71-0018
		22-0009 Rev 1	32-0006 Rev 4		71-0019 Rev 1
		22-0011 Rev 1	32-0008 Rev 1		71-0020 Rev 1
		22-0012 Rev 1	32-0009 Rev 3		
		22-0013	32-0010 Rev 2		
		22-0014	32-0011 Rev 2		
		22-0015	32-0012		
		22-0016			

2) Provide Incremental Funding for the following CLINs in the following amounts:

CLIN 0003-(b)(4) CLIN 0022 (b)(4) CLIN 0032-(b)(4) CLIN 0043-(b)(4) CLIN 0060--  
(b)(4)

3) Based on negotiated rates, increase ceiling on CLIN 0032 by (b)(4) and CLIN 0043 by (b)(4)

4) Incorporate Section J, Attachment 17, TI Registry Version P00033 and Attachment 16, G-08 & G-09 Version P00033.

See Summary of Changes for more detailed information.

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

The standard size code 1,000 has been added.

The NAICS code 336414 has been added.

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

CLIN 0032

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0043

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Inc Fund CLIN 0003 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546360				(b)(4)

NET AMT

(b)(4)

ACRN AM  
CIN: HQ01475463600001

SUBCLIN 004303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004303	Inc Fund CLIN 0043 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546517				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

(b)(4)

ACRN AR  
CIN: HQ01475465170001

.. SUBCLIN 006006 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006006	Inc Fund CLIN 0060 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546079				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AK CIN: HQ01475460790001				

SECTION E - INSPECTION AND ACCEPTANCE

.....  
The following Acceptance/Inspection Schedule was added for SUBCLIN 000303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

.....  
The following Acceptance/Inspection Schedule was added for SUBCLIN 004303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

.....  
The following Acceptance/Inspection Schedule was added for SUBCLIN 006006:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

..... As a result of this modification, the total funded amount for this document was increased by (b)(4)  
from (b)(4) to (b)(4)

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

..... ACRN: AM

..... CIN: HQ01475463600001

Acting Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 251

Increase (b)(4)

Total (b)(4)

SUBCLIN 002204:

AM: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC  
251 (CIN HQ01475413170001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003205:

AL: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC  
251 (CIN HQ01475399260001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004303:

Funding on SUBCLIN 004303 is initiated as follows:

ACRN: AR

CIN: HQ01475465170001

Acting Data: 44411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 251

Increase (b)(4)

Total (b)(4)

SUBCLIN 006006:

Funding on SUBCLIN 006006 is initiated as follows:

ACRN: AK

CIN: HQ01475460790001

Acting Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516  
71TC 255

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **J**      PAGE OF PAGES: **1** / **3**

2. AMENDMENT/MODIFICATION NO: **P00037**      3. EFFECTIVE DATE: **29-Jun-2015**      4. REQUISITION/PURCHASE REQ NO: **SEE SCHEDULE**      5. PROJECT NO. (if applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001**      CODE: **HQ0147**      7. ADMINISTERED BY (If other than item 6): **DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35756-2040**      CODE: **S0107A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DR NW  
HUNTSVILLE AL 35895-1900**

9A. AMENDMENT OF SOLICITATION NO:

9B. DATED (SEE ITEM 11):

X 10A. MOD. OF CONTRACT/ORDER NO.: **HQ0147-14-C-0004**

X 10B. DATED (SEE ITEM 13): **09-Dec-2013**

CODE: **5D177**      FACILITY CODE:

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer:  is extended.  is not extended.

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

12. ACCOUNTING AND APPROPRIATION DATA (if required):

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

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

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

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

X D. OTHER (Specify type of modification and authority): **DFARS 245.103-72**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**

a. The purpose of this modification is to incorporate a schedule of Government Furnished Property (GFP) in the mandatory format as required by DFARS 245.103-72.

b. This modification is at no additional cost to the Government.

c. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print): **(b)(6)**      *Contracts Mgr*

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6)**

15C. DATE SIGNED: **6/29/15**

16C. DATE SIGNED: **6/29/2015**

(Signature of person authorized to sign)      (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CONTINUATION PAGE

DFARS 245.103-72 requires the use of a fillable electronic "Scheduled Government Furnished Property" format as an attachment to the contract when performance will require the use of Government Furnished Property (GFP). To comply with this requirement, this contract will now include two separate GFP lists: (1) A list of GFP that is promised to the contractor but has not yet been provided, and (2) a list of the GFP that has actually been provided and is accountable to the contract. The second list is the mandatory DFARS format, and is commonly referred to in DoD as a "Smart Attachment."

The Smart Attachment is hereby incorporated into this contract as Attachment 19 in Section J. The Government will be responsible for all revisions to Attachment 19. Furthermore, Attachment 5 will continue to be maintained to reflect all GFX, including GFP that has not yet been provided to the contractor. When additional GFP is provided to the contract, Attachment 5 will be revised to remove that GFP and Attachment 19 will be revised by the Government to reflect additional GFP that is now accountable to this contract.

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 23 Sep 14 (P00072)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 22 Aug 14 (P00019)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (RI) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 2 (P00073)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00023)	03
Attachment 17 Task Instruction Registry (P00022)	06
Attachment 18 Price List Options (P00013)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

J 1 11

2. AMENDMENT/MODIFICATION NO. P00035		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147		7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4000 BRADFORD DR NW HUNTSVILLE AL 35805-1930				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004			
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013			
CODE 5D177		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)	
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Mutual Agreement of the Parties	
D. OTHER (Specify type of modification and authority)	

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Modification Control Number: (b)(6)

Modification P00035 is issued to implement the following changes: Award FMA Target Support Proposal, Create CLINs 0080, 0081, and 0082; Increase CLINs 0001 and 0070; Incorporate FMA BETD, and add incremental funding. See Summary of Changes for more detailed information.

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Mgr.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TE (b)(6) EMAIL (b)(6)	
15B. CONTRACTING OFFICER (b)(6) (ign)		16C. DATE SIGNED 7/6/15	
		16B. DATE SIGNED July 6, 2015	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PURPOSE STATEMENT

The purpose of this modification is to award the FMA Target Support Proposal and incorporate the following changes:

- 1) Create CLIN 0080, FMA Maintenance; Firm-Fixed Price in the amount of (b)(4)
- 2) Create CLIN 0081, FMA Mission Planning; Firm-Fixed Price in the amount of (b)(4)
- 3) Create CLIN 0082 FMA Launch Operation; Firm-Fixed Price in the amount of (b)(4)
- 4) Increase CLIN 0001 Program Management and Engineering by (b)(4)
- 5) Increase CLIN 0070 LSE Sustainment by (b)(4)
- 6) The following Period of Performances are added or changed as indicated:
 

..... CLIN .....	..... POP
..... 0080.....	01 Jul 2015 TO 31 Jan 2017 ..
..... 0081.....	01 Jul 2015 TO 01 Apr 2016
..... 0082.....	01 Jul 2015 TO 01 Aug 2016
..... 0070.....	21 Jan 2014 TO 01 Mar 2016
- 7) Update the following Attachments to Section J as indicated:  
 Attachment 1 – TC Highly Specialized Services SOW dtd 1 Jul 15  
 Attachment 5 – List of GFP dtd 1 Jul 15  
 Attachment 10 – PBP Schedule – Rev 3 1 Jul 2015  
 Attachment 13 – Contractual Ground Rules and Assumptions  
 Attachment 16 – Section G08 & G09  
 Attachment 18 – Price List Options dtd 1 Jul 15
- 8) Update Section F, Delivery Schedule to include FMA BETD of 2<sup>nd</sup> Qtr FY16
- 9) Provide incremental funding as indicated
- 10) See Summary of Changes for more detailed information

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0070

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Funding for CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659671				(b)(4)
				NET AMT	(b)(4)
	ACRN AT CIN: 106596710001				

SUBCLIN 007003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007003	Funding for CLIN 0070 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)
				NET AMT	(b)(4)
	ACRN AS CIN: 106596300001				

CLIN 0080 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080	FMA Maintenance FFP TCM - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0 FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1410

SUBCLIN 008001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008001	Funding for CLIN 0080 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

NET AMT

(b)(4)

ACRN AS  
CIN: 106596300002

CLIN 0081 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	FMA Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.0. FOB: Destination	1	Lot	(b)(4)	

---

NET AMT (b)(4)

FSC CD: 1410

SUBCLIN 008101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008101	Funding for CLIN 0081 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

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NET AMT (b)(4)

ACRN AS  
CIN: 106596300003

... CLIN 0082 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	FMA Launch Operations FFP The contractor shall perform Launch Operation IAW SOW Section 2.0. The Firm Fixed Price includes the Launch of the FMA target. FOB: Destination	1	Lot	(b)(4)	

---

NET AMT (b)(4)

FSC CD: 1410

SUBCLIN 008201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008201	Funding for CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

---

NET AMT (b)(4)

ACRN AS  
CIN: 106596300004

SUBCLIN 008202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008202	Funding for CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659671				(b)(4)
				NET AMT	(b)(4)
				ACRN AT CIN: 106596710002	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000105:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 007003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0080:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0081:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0082:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0070 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 01-MAR-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0080:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 31-JAN-2017	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0081:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 01-APR-2016	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0082:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
---------------	----------	-----------------	--------

POP 01-JUL-2015 TO N/A  
01-AUG-2016

N/A  
FOB: Destination

The following have been modified:  
DELIVERY SCHEDULE

Item	BETD
MRBM T3 SS#1	1 <sup>st</sup> Qtr FY15
MRBM T3 SS#2	3 <sup>rd</sup> Qtr FY15
MRBM T3 SS#3	4 <sup>th</sup> Qtr FY15
eMRBM SS#1	4 <sup>th</sup> Qtr FY15
MRBM T3 SS#4	2 <sup>nd</sup> Qtr FY16
FMA	2 <sup>nd</sup> Qtr FY16

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000105:

Funding on SUBCLIN 000105 is initiated as follows:

ACRN: AT

CIN: 106596710001

Acctng Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5

Increase: (b)(4)

Total (b)(4)

SUBCLIN 007003:

Funding on SUBCLIN 007003 is initiated as follows:

ACRN: AS

CIN: 106596300001

Acctng Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659630 A.0021052.11.5021001

Increase: (b)(4)

Total (b)(4)

SUBCLIN 008001:

Funding on SUBCLIN 008001 is initiated as follows:

ACRN: AS

CIN: 106596300002

Acctg Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659630 A.0021052.11.5021001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008101:

Funding on SUBCLIN 008101 is initiated as follows:

ACRN: AS

.. .. CIN: 106596300003

.. .. Acctg Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659630 A.0021052.11.5021001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008201:

Funding on SUBCLIN 008201 is initiated as follows:

ACRN: AS

CIN: 106596300004

Acctg Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659630 A.0021052.11.5021001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008202:

Funding on SUBCLIN 008202 is initiated as follows:

.. .. ACRN: AT.

CIN: 106596710002

Acctg Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 1 Jul 15 (P00035)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 3 (P00035)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00035)	03
Attachment 17 Task Instruction Registry (P00022)	06
Attachment 18 Price List Options 1 Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. F00036	3. EFFECTIVE DATE 16-Jul-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040	CODE	S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) a. The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes. c. Funding in the amount of (b)(4) has been deobligated from subCLIN 003206. b. All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER TEL (b)(6) EMAIL (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 16-Jul-2015	



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

... SUBCLIN 002205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002205	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547158				(b)(4)
	ACRN AW CIN: HQ01475471580001			NET AMT	(b)(4)

... SUBCLIN 003207 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003207	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546854				(b)(4)
	ACRN AV CIN: HQ01475468540001			NET AMT	(b)(4)

... SUBCLIN 006007 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006007	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546945				(b)(4)

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NET AMT (b)(4)

ACRN AK  
CIN: HQ01475469450001

SUBCLIN 006008 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006008	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546780				(b)(4)

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NET AMT (b)(4)

ACRN AX  
CIN: HQ01475467800001

SUBCLIN 006404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006404	Incremental funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147545967				(b)(4)
				NET AMT	(b)(4)
				ACRN AU CIN: HQ01475459670001	

SECTION E - INSPECTION AND ACCEPTANCE

- The following Acceptance/Inspection Schedule was added for SUBCLIN 002205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 003207:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 006007:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 006008:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 006404:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation  
Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001003:

AQ: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 ..... 71TC .... 251 (CIN HQ01475443190001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002204:

AM: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 ... 71TC ... 251 (CIN HQ01475413170001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002205:

Funding on SUBCLIN 002205 is initiated as follows:

ACRN: AW

CIN: HQ01475471580001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-RTF-FY1516 ... 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 003206:

AP: 044411 097 0400 000 N 20152016 D 2520 X2\_ST07P\_FY15 ET-FT-FY1516 ... 71TH ... 251 (CIN HQ01475417080001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003207:

Funding on SUBCLIN 003207 is initiated as follows:

ACRN: AV

CIN: HQ01475468540001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 S2\_ST07P\_FY15 ET-FT-FY1516 71TH 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006007:

Funding on SUBCLIN 006007 is initiated as follows:

ACRN: AK

CIN: HQ01475469450001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 ..... TC-V0-FY1516 ..... 71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 006008:  
Funding on SUBCLIN 006008 is initiated as follows:

ACRN: AX

CIN: HQ0147546780001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516  
71DT 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 006404:  
Funding on SUBCLIN 006404 is initiated as follows:

ACRN: AU

CIN: HQ01475459670001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516  
71TC 251

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1

1

2

2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE 05-Aug-2015	4. REQUESTION/PURCHASE H22 NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)
6. ISSUED BY MASSIE DETRISE AGENCY (MOA) CONTRACTS DIRECTORATE 3166 K22 MARTIN RD REDSTONE ARSENAL AL38841001	7. CODE HQ0147	7. ADMINISTERED BY (if different from 6) CCMA HUNTSVILLE 1000 RESEARCH BLVD SUITE 100 MADISON AL 35894	8. CODE S0107A

5. NAME AND ADDRESS OF CONTRACTOR (City, Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4160 BRADFORD ORWAY HUNTSVILLE AL 35895-1905	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
	* 10B. DATED (SEE ITEM 11) 09-Dec-2013

CODE 5D177 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of Offer:  is extended  is not extended

Offer must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended by one of the following methods:  
 (a) By completing Items 9 and 10, and returning \_\_\_\_\_ copies of the amendment; (b) By not acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By e-mail letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE TO YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If the time of the amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) - Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

8. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Modification Control Number: (b)(6)  
 Modification P00037 is issued to incorporate the following changes:  
 Provide incremental funding in CLINs 0010, 0060, 0062, 0082, and 0071; Increase pricing based on negotiated rates for CLIN 0052; Incorporate FTO 02-E1 Extended Campaign with additional two day walk-on proposal; Create CLIN 0083 FMA Engineering Services for FMA support; Incorporate authorized Task Instructions; and update Quantity and Unit of Measure on all Eng Service CLINs. See Summary of Changes for more detailed information.

Except as provided herein, all terms and conditions of the document referenced in Item 14 or 10A, as hereinafter changed, remain unchanged and in full consent effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Sr. Contracts Negotiator	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: (b)(6) EMAIL: (b)(6)
15B. DATE SIGNED (b)(6) 8/5/15	15B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer) 8/7/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   7
2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE 07-Aug-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (if applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013
CODE 5D177	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) - Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00037 is issued to incorporate the following changes: Provide incremental funding to CLINs 0010, 0060, 0052, 0032, and 0071; increase ceiling based on negotiated rates for CLIN 0052; Incorporate FTO-02-E1 Extended Campaign with additional two day walk-on proposal. Create CLIN 0083 FMA Engineering Services for FMA support; incorporate authorized Task Instructions; and update Quantity and Unit of Measure on all Eng Service CLINs. See Summary of Changes for more detailed information					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
				(b)(6) CONTRACTING OFFICER	
				TEL: (b)(6)	EMAIL: (b)(6)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				(b)(6)	
				(Signature of Contracting Officer)	
				16C. DATE SIGNED 07-Aug-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

Modification P00037 is issued to incorporate the following changes:

- 1) Provide incremental funding to CLIN 0010 in the amount of (b)(4) CLIN 0060 in the amount of (b)(4) CLIN 0052 in the amount of (b)(4) CLIN 0032 in the amount of (b)(4) and CLIN 0071 in the amount of (b)(4)
- 2) Increase CLIN 0052 by (b)(4) Cost, and (b)(4) Fee for a total increase of (b)(4)
- 3) Incorporate FTO-02-E1 proposal of (b)(4) and additional walk-on proposal of (b)(4) for a total of (b)(4) in CLIN 0060.
- 4) Create CLIN 0083 FMA Engineering Services for FMA support in the amount of Cost (b)(4) and Fee (b)(4) for a total of (b)(4)
- 5) Incorporate the following issued Task Instructions:  
 CLIN 0022: 22-0015 Rev 1; 22-0017; 22-0018 Rev 3; 22-0019 Rev 1; 22-0020; 22-0021; 22-0022 Rev 2; and 22-0023.  
 CLIN 0032: 32-0009 Rev 4  
 CLIN 0043: 43-0002; 43-0003; 43-0004; 43-0005  
 CLIN 0052: 52-0001  
 CLIN 0064: 64-0003  
 CLIN 0071: 71-0010 Rev 1; 71-0013 Rev 2, 71-0020 Rev 2

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003  
 The pricing detail quantity 1.00 has been added.  
 The unit of issue Lot has been added.

CLIN 0022  
 The pricing detail quantity 1.00 has been added.  
 The unit of issue Lot has been added.



CLIN 0032

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.

CLIN 0043

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.

CLIN 0052

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The pricing detail quantity 1.00 has been added.  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The unit of issue Lot has been added.  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0060

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4) 0.

CLIN 0064

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.

CLIN 0071

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.

SUBCLIN 003208 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003208	Inc Fund CLIN 0032 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547371				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AM CIN: HQ01475473710001				

SUBCLIN 005202 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005202	Inc Fund CLIN 0052 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547356				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AN CIN: HQ01475473560001				

SUBCLIN 007103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007103	Inc Fund CLIN 0071 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546844				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AY CIN: HQ01475468440001				

CLIN 0083 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	FMA Engineering Services CPFF	1	Lot		(b)(4)
<p>The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures  FOB: Destination</p>					
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					

FSC CD: 1410

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 003208:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005202:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 007103:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0083:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0060 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
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POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0083:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 04-AUG-2015 TO 31-DEC-2016	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001003:

AQ: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC 255 (CIN HQ01475443190001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003208:

Funding on SUBCLIN 003208 is initiated as follows:

ACRN: AM

CIN: HQ01475473710001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC 251

Increase: (b)(4)

Total (b)(4)

SUBCLIN 005202:

Funding on SUBCLIN 005202 is initiated as follows:

ACRN: AN

CIN: HQ01475473560001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006002:

AG: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 TC-V0-FY1415 71TC  
255 (CIN HQ01474363480001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006003:

AK: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516 71TC  
255 (CIN HQ01475396170001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 007103:

Funding on SUBCLIN 007103 is initiated as follows:

ACRN: AY

CIN: HQ01475468440001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-ILS-FY1516  
71TC 251

Increase: (b)(4)

Total: (b)(4)

(End of Summary of Changes)

0038  
 01-Sep-2015  
 SEE SCHEDULE

ISSUED BY CODE HQ0147  
 MISSILE DEFENSE AGENCY (MDA)  
 CONTRACTS DIRECTORATE  
 LDG 5222 MARTIN RD  
 EDSTONE ARSENAL AL 35898-0001

7. ADMINISTERED BY (If other than item 6) CODE S0107A  
 DCMA HUNTSVILLE  
 1040 RESEARCH BLVD  
 SUITE 100  
 MADISON AL 35758-2040

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 LOCKHEED MARTIN CORPORATION  
 SPACE SYSTEMS COMPANY  
 4800 BRADFORD DR NW  
 HUNTSVILLE AL 35895-1930

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004  
 10B. DATED (SEE ITEM 13)  
 X 09-Dec-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Schedule

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3); Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

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

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Modification Control Number: (b)(6)  
 Modification P00038 is issued to incorporate the following changes: Provide incremental funding for CLINs 0022, 0043, 0052, and 0083 increase ceiling on CLIN 0043 for additional requirements within scope utilizing previously negotiated rates. See Summary of Changes for more detailed information.

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

15. NAME AND TITLE OF SIGNER (Type or print)  
 (b)(6)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b)(6) (b)(6)

15C. DATE SIGNED  
 (b)(6)  
 09/01/2015

16C. DATE SIGNED  
 9/2/2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0043

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002206 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002206	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547333			(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN AM  
CIN: HQ01475473330001

SUBCLIN 004304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004304					(b)(4)

Incremental Funding  
 CPFF  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147547500

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

ACRN AZ  
 CIN: HQ01475475000001

SUBCLIN 005203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005203					(b)(4)

INC FUND CLIN 0052  
 CPFF  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147547749

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

ACRN AM  
 CIN: HQ01475477490001

SUBCLIN 008301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008301					(b)(4)

Incremental Funding  
 CPFF  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147547196

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

ACRN BA  
 CIN: HQ01475471960001



SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 002206:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 004304:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002206:

Funding on SUBCLIN 002206 is initiated as follows:

ACRN: AM

CIN: HQ01475473330001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 251

Increase (b)(4)

Total (b)(4)

SUBCLIN 004304:

Funding on SUBCLIN 004304 is initiated as follows:

ACRN: AZ

CIN: HQ01475475000001

Acctng Data: 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-RTF-FY1516 71TC  
251

Increase (b)(4)

Total (b)(4)

SUBCLIN 005203:

Funding on SUBCLIN 005203 is initiated as follows:

ACRN: AM

CIN: HQ01475477490001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 251

Increase (b)(4)

Total (b)(4)

SUBCLIN 008301:

Funding on SUBCLIN 008301 is initiated as follows:

ACRN: BA

CIN: HQ01475471960001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YP\_SD69P\_FY15 DE-TC-FY1516  
71DV 251

Increase (b)(4)

Total (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   5	
2. AMENDMENT/MODIFICATION NO. P00039		3. EFFECTIVE DATE 17-Sep-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) - Mutual Agreement of the Parties						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00039 is issued to implement the following changes: Provide incremental funding; Increase CLIN ceiling based on negotiated effort within scope; Incorporation of authorized Task Instructions; and Incorporate Section J, Attachment 17 - Task Instruction Registry. See Summary of Changes for more detailed information.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER			
			TEL: (b)(6) EMAIL: (b)(6)			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 17-Sep-2015		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

Modification P00039 is issued to implement the following changes:

- 1) Provide Incremental Funding to CLINS 0022; 0032; 0052; 0081; 0082 and 0083.
- 2) Increase Ceiling Price for CLINS 0022 and 0083 based on negotiated rates for additional effort within Scope.
- 3) Incorporate Task Instructions: 22-0018 Rev 4; 22-0021 Rev 1; 22-0022 Rev 3; 22-0024; 22-0025 Rev 1; 32-0006 Rev 5; 32-0007 Rev 7; 43-0005 Rev 2; 43-0006; 52-0001 Rev 2; 52-0002; 52-0003; 71-0020; and 83-00001.
- 4) Incorporate Section J, Attachment 17 – Task Instruction Registry (P00039)
- 5) See Summary of Changes for more detailed information.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0083

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 008102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008102	Inc Fund CLIN 0081 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)

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NET AMT (b)(4)

ACRN BA  
CIN: HQ01475478240001

SUBCLIN 008203 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008203	Inc Fund CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)

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NET AMT (b)(4)

ACRN BA  
CIN: HQ01475478240002

SUBCLIN 008302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008302	Inc Fund CLIN 0083 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE (b)(4)

ACRN BA  
CIN: HQ01475478240003

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 008102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008203:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008302:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002204:

AM: 044411 097 0400 000 N 20152016 D 2520 YG ST05P FY15 TC-V0-FY1516 71TC  
251 (CIN HQ01475413170001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 003208:

AM: 044411 097 0400 000 N 20152016 D 2520 YG ST05P FY15 TC-V0-FY1516 71TC  
251 (CIN HQ01475473710001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 005202:

AN: 044411 097 0400 000 N 20152016 D 2520 YG ST05P FY15 TC-V0-FY1516 71TC  
255 (CIN HQ01475473560001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 008102:

Funding on SUBCLIN 008102 is initiated as follows:

ACRN: BA

CIN: HQ01475478240001

Acctng Data: 044411.097 . 0400 000 N 20152016 D 2520 YP\_SD69P\_FY15 . . . DE-TC-FY1516 . . .  
71DV . 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008203:

Funding on SUBCLIN 008203 is initiated as follows:

ACRN: BA

CIN: HQ01475478240002

Acctng Data: 044411.097 . 0400 000 N 20152016 D 2520 YP\_SD69P\_FY15 . . . DE-TC-FY1516 . . .  
71DV . 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008302:

Funding on SUBCLIN 008302 is initiated as follows:

ACRN: BA

CIN: HQ01475478240003

Acctng Data: 044411.097 . 0400 000 N 20152016 D 2520 YP\_SD69P\_FY15 . . . DE-TC-FY1516 . . .  
71DV . 251

Increase: (b)(4)

Total: (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. FD0040	3. EFFECTIVE DATE 24-Nov-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY.. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR, (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)-Mutual Agreement of the Parties; 52.232-22 LOF; 43.103(b)(1)Adm				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to implement the following changes: 1). De-obligate funds on CLIN 0071 2). Exercise Option CLIN 0011 3). Increase Ceiling on CLINs 0022 and 0043 for additional Engineering Services within scope 4). Provide incremental funding for CLINs 0010, 0011, 0020, 0022, and 0060 5). Incorporate Section J, Attachment 18 Option Exercise eMRBM Daily Deployed Rates, in support of FTO-02E2 and FTO-02E2a. 6). Incorporate Section J, Attachment 10 dtd November 21, 2015 7). See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACTING OFFICER		
		TEL (b)(6)	EMAIL (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6)		24-Nov-2015
		(Signature of Contracting Officer)		



SECTION SF 30 BLOCK 14 CONTINUATION PAGE.

The following items are applicable to this modification:

PURPOSE STATEMENT

Modification HQ0147-14-C-0004-P00040 is issued to implement the following changes:

- 1) Funding in the amount of (b)(4) is deobligated on CLIN 0071, subCLIN 007102 ACRN AL.
- 2) Option CLIN 0011 is hereby exercised for a period of performance from January 1, 2016 through December 31, 2016.
- 3) Increase authorized ceiling for CLIN 0022 Engineering services by (b)(4) (estimated cost (b)(4) estimated fee (b)(4) for increased effort within scope. Increase authorized ceiling CLIN 0043 (b)(4) (estimated cost (b)(4) estimated fee (b)(4) for increased effort within scope.
- 4) Provide incremental funding for the following CLINs in the following amounts: CLIN 0010 (b)(4) CLIN 0011 (b)(4); CLIN 0020 (b)(4) CLIN 0022 (b)(4) and CLIN 0060 (b)(4)
- 5) Incorporate Option Exercise Daily Deployed Rate (Fixed Price) for a total of 29 days (b)(4) CLIN 0060 ceiling is increase as a result of this option exercise in the total amount.
- 7) Incorporate Section J, Attachment 10 Performance Based Payment Schedule dtd November 21, 2015 which reflects the options exercised above.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0011

The option status has changed from Option to Option Exercised.

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0043

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0060

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001004					(b)(4)

Inc Fund CLIN 0010  
FFP  
FOB: Destination  
PURCHASE REQUEST NUMBER: HQ0147648236

NET AMT (b)(4)

ACRN BB  
CIN: HQ01476482360001

SUBCLIN 001101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101					(b)(4)

Inc Fund CLIN 0011  
FFP  
FOB: Destination  
PURCHASE REQUEST NUMBER: HQ0147648236

NET AMT (b)(4)

ACRN BB  
CIN: HQ01476482360002

SUBCLIN 002003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002003	Inc Fund CLIN 0020 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147649756				(b)(4)

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NET AMT	(b)(4)
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ACRN BC  
CIN: HQ01476497560001

SUBCLIN 002207 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002207	Inc Fund CLIN 0022 CPF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648750				(b)(4)

ESTIMATED COST FIXED FEE TOTAL EST COST + FEE	(b)(4)
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ACRN BD  
CIN: HQ01476487500002

SUBCLIN 006009 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006009	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648750				(b)(4)

NET AMT

(b)(4)

ACRN BD  
CIN: HQ01476487500001

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002207:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006009:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001004:

Funding on SUBCLIN 001004 is initiated as follows:

ACRN: BB

CIN: HQ01476482360001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617  
71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 001101:

Funding on SUBCLIN 001101 is initiated as follows:

ACRN: BB

CIN: HQ01476482360002

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617  
71TC 255

Increase (b)(4)

Total (b)(4)

SUBCLIN 002003:

Funding on SUBCLIN 002003 is initiated as follows:

ACRN: BC

CIN: HQ01476497560001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617  
71TC 310

Increase (b)(4)

Total (b)(4)

SUBCLIN 002207:

Funding on SUBCLIN 002207 is initiated as follows:

ACRN: BD

CIN: HQ01476487500002

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-TE-FY1617  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006009:

Funding on SUBCLIN 006009 is initiated as follows:

ACRN: BD

CIN: HQ01476487500001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-TE-FY1617  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 007102:

AL: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC  
251 (CIN HQ01475417160001) was decreased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. P00041	3. EFFECTIVE DATE 09-Dec-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898 0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35798-0040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)-Mutual Agreement of the Parties; 52.232-22 LOF; 43.103(b)(1)Adm				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contract or <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00041 is issued to implement the following changes: 1) Incorporate REA Proposal TCHSS004; 2) Provide Incremental Funding; 3) Administrative Corrections; 4) Incorporate updated PBP Schedule				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contract Negotiator Staff		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL (b)(6) EMAIL (b)(6)		
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 12/9/15	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 12/9/2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE.

**The following items are applicable to this modification:**  
PURPOSE STATEMENT

The purpose of modification P00041 is to incorporate the following changes:

1) Incorporate Lockheed Martin Space Services Corporation Letter TCHSS-15-042, entitled eMRBM Booster Return to Hill/Hydraulic Reservoir, Request for Equitable Adjustment (REA), Proposal TCHSS004, dated 14 July 2015. The parties agree to the amount of (b)(4) on CLIN 0001 and (b)(4) on CLIN 0030 as a complete and final settlement for this proposal. The following associated contract revisions are made to incorporate this action:

- a. Revise Section B to increase FFP CLIN 0001 Ceiling by (b)(4)
- b. Revise Section B to increase FFP CLIN 0030 Ceiling by (b)(4)

2) Provide incremental funding as indicated below:

- a. Incremental funding to CLIN 0001 in the amount of (b)(4)
- b. Incremental funding to CLIN 0030 in the amount of (b)(4)
- c. Incremental funding to CLIN 0022 in the amount of (b)(4)

3) Correct administrative error for lines of accounting on subCLINs 000106 and 008204

4) Incorporate Section J, Attachment 10, Performance Based Payment Schedule, P00041.

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0030

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)



The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Inc Funding FFP CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: 10659671-0001				(b)(4)

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NET AMT (b)(4)

ACRN BE  
CIN: 106596710003

SUBCLIN 000107 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	inc Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650042				(b)(4)

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NET AMT (b)(4)

ACRN BF  
CIN: HQ01476500420001

SUBCLIN 002208 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002208					(b)(4)

Inc Fund CLIN 0022  
 CPFF  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147648393

ESTIMATED COST FIXED FEE	(b)(4)
TOTAL EST COST + FEE	(b)(4)

ACRN BC  
 CIN: HQ01476483930001

SUBCLIN 003004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003004					(b)(4)

Inc Fund CLIN 0030  
 FFP  
 FOB: Destination  
 PURCHASE REQUEST NUMBER: HQ0147650042

NET AMT	(b)(4)
---------	--------

ACRN BF  
 CIN: HQ01476500420002

SUBCLIN 008204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008204	Inc Funding FFP CLIN 0082 FOB: Destination PURCHASE REQUEST NUMBER: 10659671-0001				(b)(4)

NET AMT. (b)(4)

ACRN BE  
 CIN: 106596710004

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000106:  
 INSPECT AT N/A      INSPECT BY N/A      ACCEPT AT N/A      ACCEPT BY Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000107:  
 INSPECT AT N/A      INSPECT BY N/A      ACCEPT AT N/A      ACCEPT BY Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002208:  
 INSPECT AT N/A      INSPECT BY N/A      ACCEPT AT N/A      ACCEPT BY Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 003004:  
 INSPECT AT N/A      INSPECT BY N/A      ACCEPT AT N/A      ACCEPT BY Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008204:  
 INSPECT AT N/A      INSPECT BY N/A      ACCEPT AT N/A      ACCEPT BY Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation  
 Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000105:

AT: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5 (CIN 106596710001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000106:

Funding on SUBCLIN 000106 is initiated as follows:

ACRN: BE

CIN: 106596710003

Acctng Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5021001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000107:

Funding on SUBCLIN 000107 is initiated as follows:

ACRN: BF

CIN: HQ01476500420001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002208:

Funding on SUBCLIN 002208 is initiated as follows:

ACRN: BC

CIN: HQ01476483930001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 003004:

Funding on SUBCLIN 003004 is initiated as follows:

ACRN: BF

CIN: HQ01476500420002

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008202:

AT: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5 (CIN  
106596710002) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 008204:

Funding on SUBCLIN 008204 is initiated as follows:

ACRN: BE

CIN: 106596710004

Acctng Data: 021201520162040000 A5XFK 275456EF9FPQG 2550 0010659671 A.0021052.11.5021001

Increase: (b)(4)

Total: (b)(4)

(End of Summary of Changes)

AMENDMENT/MODIFICATION NO. 042	3. EFFECTIVE DATE 19-Feb-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE LDG 5222 MARTIN RD EDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE S0107A

NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
	X 10B. DATED (SEE ITEM 13) 09-Dec-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
  - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
  - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
  - D. OTHER (Specify type of modification and authority)  
 FAR 43.103(b)(1) Admin Change; 52.232-22 LOF; FAR 43.103(a)(3) Mutual Agreement
- IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 This modification is issued to implement the following changes: 1) Incorporate issued Task Instructions; 2) Update administrative data section G and correct administrative error with CLIN 0083; 3) Provide incremental funding for CLINs 0043, 0064, 0022, 0001, and 0020 4) Reobligate funding on CLIN 0043. See Summary of Changes for more detailed information.

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

A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contract Negotiator Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) EMAIL (b)(6)
3. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)	15C. DATE SIGNED 2/19/16
	16B. UNITED STATES OF AMERICA (b)(6) 16C. DATE SIGNED 2/19/2016

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   9	
2. AMENDMENT/MODIFICATION NO. F00042	3. EFFECTIVE DATE 19-Feb-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (Other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 43.103(b)(1) Admin Change; 52.232-22 LOF; FAR 43.103(a)(3) Mutual Agreement						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) This modification is issued to implement the following changes: 1) Incorporate issued Task Instructions; 2) Update administrative data Section G and correct administrative error with CLIN 0083; 3) Provide incremental funding for CLINs 0043; 0064; 0022; 0001; and 0020. 4) Deobligate funding on CLIN 0043. See Summary of Changes for more detailed information.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			(b)(6) / CONTRACTING OFFICER			
			TEL: (b)(6) EMAIL: (b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
				(b)(6)		
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)		
				16C. DATE SIGNED 19-Feb-2016		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of modification P00042 is to implement the following changes:

1) Incorporate the following authorized Task Instructions:

CLIN	TI Number	CLIN	TI Number
0022	22-0011 Rev 3	0022	22-0018 Rev 5
0022	22-0020 Rev 2	0022	22-021 Rev 5
0022	22-0022 Rev 5	0022	22-0023 Rev 2
0022	22-0025 Rev 3	0022	22-0026 Rev 1
0022	22-0027 Rev 1	0022	22-0028
0022	22-0029	0022	22-0030
0022	22-0031	0022	22-0032
0032	32-0005 Rev 2	0032	32-0006 Rev 7
0032	32-0007 Rev 8	0032	32-0009 Rev 5
0043	43-0003 Rev 2	0043	43-0004 Rev 1
0043	43-0006 Rev 2	0043	43-0007
0043	43-0008	0052	52-0001 Rev 3
0052	52-0002 Rev 1	0052	52-0004
0064	64-0001 Rev 4	0064	64-0002 Rev 2
0071	71-0013 Rev 4	0071	71-0020 Rev 5
0071	71-0021		
0083	83-0001 Rev 1		

- 2) Update Section G, G-01, contract administrative data for assignment as the Contracting Officer Representative; Contracting Officer; and Contracting Officer Technical Representatives; Correct administrative error on CLIN 0083.
- 3) Add Incremental funding to CLINS 0001; 0020; 0022; 0043; 0052; and 0064. Deobligate funds on CLIN 0043.
- 4) Incorporate Section J, Attachment 16 G-08/G09 Clause (P00042) and Attachment 17 Task Instruction Registry (P00042).
- 5) All other terms and conditions remain unchanged.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0083

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108					(b)(4)
	Ind Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147649710				

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NET AMT	(b)(4)
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ACRN BG  
CIN: HQ01476497100001

SUBCLIN 002209 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002209					(b)(4)
	Inc Fund CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650649				

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ACRN BG  
CIN: HQ01476506490001

SUBCLIN 004305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004305					(b)(4)
	Inc Fund CLIN 0043 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651098				

ESTIMATED COST	(b)(4)
FIXED FEE	
TOTAL EST COST + FEE	

ACRN BC  
CIN: HQ01476510980001

SUBCLIN 005204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005204	Inc Fund CLIN 0052 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650879				(b)(4)
				NET AMT	(b)(4)
ACRN BC CIN: HQ01476508790001					

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000108:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002209:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 004305:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation.

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108:

Funding on SUBCLIN 000108 is initiated as follows:

ACRN: BG

CIN: HQ01476497100001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002003:

BC: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC 310 (CIN HQ01476497560001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002209:

Funding on SUBCLIN 002209 is initiated as follows:

ACRN: BG

CIN: HQ01476506490001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004303:

AR: 44411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC 251 (CIN HQ01475465170001) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 004305:

Funding on SUBCLIN 004305 is initiated as follows:

ACRN: BC

CIN: HQ01476510980001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 005204:

Funding on SUBCLIN 005204 is initiated as follows:

ACRN: BC

CIN: HQ01476508790001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617  
71TC 310

Increase (b)(4)

Total (b)(4)

SUBCLIN 006404:

AU: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516 71TC  
251 (CIN HQ01475459670001) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number (b)(6)  
E-Mail Address: (b)(6)

b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on

direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/TC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0011 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTRs for CLIN 0022 are:

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0043 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0052 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
Organizational Code: MDA/TCL  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The alternate COTR for CLINs 0064 and 0071 is:

Name: (b)(6)  
Organizational Code: MDA/TCL  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 1 Jul 15 (P00035)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (RI) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 3 (P00035)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00042)	03

Attachment 17 Task Instruction Registry (P00042)	06
Attachment 18 Price List Options I Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: J PAGE OF PAGES: 1 | 4

2. AMENDMENT/MODIFICATION NO. P00043	3. EFFECTIVE DATE 10-Mar-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DOMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE S0107A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004
	X 10B. DATED (SEE ITEM 13) 09-Dec-2013

CODE 5D177 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.**

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
FAR 25.232-22 LOF; FAR 43.103(a)(3) Mutual agreement of the parties,

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION. (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: (b)(6)  
 Modification P00043 is issued to implement the following changes: 1) Provide incremental funding for CLINs 0001,0011,0020,0060; Incorporate authorized Task Instructions; Increase Ceiling CLIN 0081 based on increased negotiated price. See Summary of Changes for more detailed information.

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contract Negotiator, Staff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: (b)(6) EMAIL: (b)(6)
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign).	15C. DATE SIGNED 03/10/2016
16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 3/11/2016



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00043	3. EFFECTIVE DATE 11-Mar-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR. (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 25.232-22 LOF; FAR 43.103(a)(3) Mutual agreement of the parties.				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00043 is issued to implement the following changes: 1) Provide incremental funding for CLINs 0001,0011,0020,0060; incorporate authorized Task Instructions; Increase Ceiling CLIN 0081 based on increased negotiated price. See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) / CONTRACTING OFFICER		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6)		11-Mar-2016
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of modification P00043 is to incorporate the following changes:

- 1) Increase ceiling in the amount of (b)(4) on CLIN 0083. Cost increased in the amount of (b)(4) Fixed Fee increased in the amount of (b)(4) This increase is a result of negotiated additional effort within scope.
- 2) Provided a no cost Period of Performance (POP) extension on CLIN 0081 from 1 APR 2016 to 30 JUN 2016.
- 3) Provided incremental funding as indicated below:
  - a. Incremental funding to CLIN 0001, SUBCLIN 000108, ACRN BG in the amount of (b)(4)
  - b. Incremental funding to CLIN 0001, SUBCLIN 000109, ACRN BH in the amount of (b)(4)
  - c. Incremental funding to CLIN 0011, SUBCLIN 001101, ACRN BB in the amount of (b)(4)
  - d. Incremental funding to CLIN 0020, SUBCLIN 002003, ACRN BC in the amount of (b)(4)
  - e. Incremental funding to CLIN 0060, SUBCLIN 006009, ACRN BD in the amount of (b)(4)
- 5) The following Task Instruction are incorporated by reference: TI-22-0011 Rev 4; TI-43-0009; TI-52-0002 Rev 2; TI-52-0003 Rev 1; and TI-83-0001 Rev 3.
- 4) All other terms and conditions remain unchanged and in full force.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

- CLIN 0083
  - The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
  - The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)
  - The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000109 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Inc Fund 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651316				(b)(4)
				NET AMT	(b)(4)
				ACRN BH CIN: HQ01476513160001	

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000109:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0081 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 01-APR-2016	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108:

BG: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476497100001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000109:

Funding on SUBCLIN 000109 is initiated as follows:

ACRN: B11

CIN: 11Q01476513160001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-V0-FY1617  
71TC 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001101:

BB: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC  
255 (CIN HQ01476482360002) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002003:

HC: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-V0-FY1617 71TC  
310 (CIN HQ01476497560001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006009:

BD: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-TE-FY1617 71TC  
310 (CIN HQ01476487500001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. F00044	3. EFFECTIVE DATE 19-Apr-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted. or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a)(3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes. In addition, authorized Task Instructions have been incorporated by reference as indicated in the Purpose Statement.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 19-Apr-2016	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1   10	
2. AMENDMENT/MODIFICATION NO. P00044		3. EFFECTIVE DATE:	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X	10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification, and authority) FAR 43.103 (a)(3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <span style="border: 1px solid black; padding: 2px;">(b)(6)</span> The purpose of this modification is to incrementally fund the contract in the amount of \$989,335 as indicated in the Summary of Changes. In addition, authorized Task Instructions have been incorporated by reference as indicated in the Purpose Statement.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) <span style="border: 1px solid black; padding: 2px;">(b)(6)</span> Contract Negotiator			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR <span style="border: 1px solid black; padding: 2px;">(b)(6)</span> (Signature of person authorized to sign)		15C. DATE SIGNED 04/14/2016	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PURPOSE STATEMENT

The purpose of modification P00044 is to implement the following changes:

- a. Incremental funding in the amount of (b)(4) has been provided as indicated below:

CLIN 0006	(b)(4)	PR HQ014765174
CLIN 0022		: PR HQ0147651918
		: PR HQ0147652007
		PR HQ0147652001
		PR HQ0147651897
CLIN 0043		: PR HQ0147651098
CLIN 0071		: PR HQ0147651615
CLIN 0080		: PR HQ0147651570

- b. Incorporate the following Task Instructions (TI):

- TI-22-0011 Rev 5
- TI-22-0021 Rev 6
- TI-22-0026 Rev 2
- TI-22-0027 Rev 2
- TI-22-0028 Rev 1
- TI-22-0031 Rev 1
- TI-22-0031 Rev 2
- TI-22-0033
- TI-43-0003 Rev 3
- TI-43-0004 Rev 2
- TI-43-0005 Rev 3
- TI-43-0007
- TI-52-0003 Rev 2
- TI-52-0004 Rev 1
- TI-71-0013 Rev 5
- TI-71-0021 Rev 1
- TI-71-0021 Rev 2
- TI-71-0022
- TI-83-0001 Rev 3

- c. Incorporate updated Section J: Attachment 17 Task Instruction Registry (P00044).

- d. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000603	Inc Fund CLIN 0006 CPFF Incremental Funding for CLIN 0006 FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651745				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476517450001				

SUBCLIN 002210 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002210	Inc Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651918				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476519180001				

SUBCLIN 002211 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002211	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651918				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476519180002				

SUBCLIN 002212 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002212	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652007				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476520070001				

SUBCLIN 002213 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002213	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652001				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476520010001				

SUBCLIN 002214 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002214	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651897				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BK CIN: HQ01476518970001				

SUBCLIN 007104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007104	Incremental Funding CLIN 0071 CPFF Incremental Funds for CLIN 0071 FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651615				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BJ CIN: HQ01476516150001				

SUBCLIN 008002 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008002	Incremental Funding CLIN 0080 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651570				(b)(4)

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NET AMT	(b)(4)
ACRN BH CIN: HQ01476515700001	

SECTION E - INSPECTION AND ACCEPTANCE

- The following Acceptance/Inspection Schedule was added for SUBCLIN 000603:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 002210:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 002211:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 002212:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 002213:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 002214:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government
- The following Acceptance/Inspection Schedule was added for SUBCLIN 007104:  
INSPECT AT N/A INSPECT BY N/A ACCEPT AT N/A ACCEPT BY Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008002:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000603:

Funding on SUBCLIN 000603 is initiated as follows:

ACRN: BG

CIN: HQ01476517450001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002210:

Funding on SUBCLIN 002210 is initiated as follows:

ACRN: BG

CIN: HQ01476519180001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002211:

Funding on SUBCLIN 002211 is initiated as follows:

ACRN: BG

CIN: HQ01476519180002

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002212:

Funding on SUBCLIN 002212 is initiated as follows:

ACRN: BG

CIN: HQ01476520070001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total (b)(4)

SUBCLIN 002213:

Funding on SUBCLIN 002213 is initiated as follows:

ACRN: BG

CIN: HQ01476520010001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002214:

Funding on SUBCLIN 002214 is initiated as follows:

ACRN: BK

CIN: HQ01476518970001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617  
71TC 310

Increase: (b)(4)

Total (b)(4)

SUBCLIN 004305:

BC: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC  
310 (CIN HQ01476510980001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 007104:

Funding on SUBCLIN 007104 is initiated as follows:

ACRN: BJ

CIN: HQ01476516150001

Acctng Data: 044411 097 0400 000 N 20152016 D 2520 S2\_ST07P\_FY15 ET-FT-FY1516  
71TH 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008002:

Funding on SUBCLIN 008002 is initiated as follows:

ACRN: BH

CIN: HQ01476515700001

Acctg Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617  
71TC 255

Increase: (b)(4)

Total: (b)(4)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

### SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 1 Jul 15 (P00035)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 3 (P00035)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00044)	03
Attachment 17 Task Instruction Registry (P00044)	06
Attachment 18 Price List Options 1 Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. F00045	3. EFFECTIVE DATE 12-May-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36898-0001	CODE HQ0147	7. ADMINISTERED BY... (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35896-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22; Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) CONTRACTING OFFICER TEL (b)(6) EMAIL (b)(6)		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)		16C. DATE SIGNED 12-May-2016



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**  
CONTINUATION PAGE

The purpose of modification P00045 is to implement the following changes:

- a. Incremental funding in the amount of (b)(4) has been provided as indicated below:

CLIN 0022	(b)(4)	PR HQ0147652175
		PR HQ0147651897
		PR HQ0147652392
		PR HQ0147652404
		PR HQ0147651918
CLIN 0043		PR HQ0147652166
CLIN 0083		HQ0147652486

- b. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.

SUBCLIN 002215 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002215	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652175				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BK CIN: HQ01476521750001				

SUBCLIN 002216 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002216	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652392				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476523920001				

SUBCLIN 002217 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002217	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652404				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476524040001				

SUBCLIN 004306 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004306	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652166				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BK CIN: HQ01476521660001				

SUBCLIN 008303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008303	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652486				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BG CIN: HQ01476524860001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 002215:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002216:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002217:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 004306:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008303:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002210:

BG: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476519180001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002214:

BK: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 310 (CIN HQ01476518970001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002215:

Funding on SUBCLIN 002215 is initiated as follows:

ACRN: BK

CIN: HQ01476521750001

Actng Data: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002216:

Funding on SUBCLIN 002216 is initiated as follows:

ACRN: BG

CIN: HQ01476523920001

Actng Data: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002217:

Funding on SUBCLIN 002217 is initiated as follows:

ACRN: BG

CIN: HQ01476524040001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004306:

Funding on SUBCLIN 004306 is initiated as follows:

ACRN: BK

CIN: HQ01476521660001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008303:

Funding on SUBCLIN 008303 is initiated as follows:

ACRN: BG

CIN: HQ01476524860001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1. TC Highly Specialized Services SOW dtd 1 Jul 15 (P00035)	28
Attachment 2. Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3. DD Form 254 dtd 6 Dec 13	13

Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 3 (P00035)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00045)	03
Attachment 17 Task Instruction Registry (P00044)	06
Attachment 18 Price List Options I Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. F00046	3. EFFECTIVE DATE 01-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE HQ0147 MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		7. ADMINISTERED BY (If other than item 6) CODE S0107A DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35759-2040			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004		
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013		
CODE 5D177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a) (3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Fund					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes. In addition, authorized Task Instructions have been incorporated by reference and the values of CLIN 0022 and CLIN 0083 have been increased by (b)(4) as indicated in the Purpose Statement.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			(b)(6) CONTRACTING OFFICER		
			TEL (b)(6)		EMAIL (b)(6)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (b)(6)		01-Jun-2016	
		(Signature of Contracting Officer)			

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO P00046			J	1	4
3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO SEE SCHEDULE		5. PROJECT NO (if applicable)	
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4000 BRADFORD DR NW HUNTSVILLE AL 35895-1900			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004		
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013		
CODE 5C177		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment. (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a) (3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Fund					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes. In addition, authorized Task Instructions have been incorporated by reference and the values of CLIN 0022 and CLIN 0083 have been increased by (b)(4) as indicated in the Purpose Statement.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts Negotiator, Senior Staff			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL. EMAIL		
15B. CONTRACTOR/OFFEROR (b)(6) (Signature of person authorized to sign)		15C. DATE SIGNED 5/31/2016	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of modification P00046 is to implement the following changes:

- a. Incremental funding in the amount of (b)(4) has been provided as indicated below:

CLIN 0022 (b)(4) PR HQ0147652007  
(b)(4) PR HQ0147652392

CLIN 0083 (b)(4) PR HQ0147652486

- b. Incorporate the following Task Instructions (TI):

TI-22-0024 Rev 1  
TI-22-0024 Rev 2  
TI-22-0026 Rev 2  
TI-22-0027 Rev 3  
TI-22-0030  
TI-22-0031 Rev 3  
TI-22-0031 Rev 4  
TI-22-0032 Rev 1  
TI-22-0034  
TI-22-0034 Rev 1  
TI-22-0035  
TI-22-0035 Rev 1  
TI-22-0035 Rev 2  
TI-22-0035 Rev 3  
TI-22-0035 Rev 4  
TI-22-0035 Rev 5  
TI-22-0035 Rev 6  
TI-22-0036  
TI-22-0036 Rev 1  
TI-22-0036 Rev 2  
TI-43-0002 Rev 2  
TI-43-0004 Rev 3  
TI-43-0008 Rev 1  
TI-64-0003 Rev 1  
TI-83-0001 Rev 3  
TI-83-0001 Rev 4  
TI-83-0002  
TI-83-0002 Rev 1

- c. The ceiling values for both CLIN 0022 and CLIN 0083 have been increased by (b)(4) for anticipated future TI efforts.
- d. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

**CLIN 0022**

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

**CLIN 0083**

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**Accounting and Appropriation**

**Summary for the Payment Office**

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

**SUBCLIN 002212:**

BG: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476520070001) was increased by (b)(4) from (b)(4) to (b)(4)

**SUBCLIN 002216:**

BG: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476523920001) was increased by (b)(4) from (b)(4) to (b)(4)

**SUBCLIN 008303:**

BG: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476524860001) was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following have been modified:

SECTION J

Document Name	Pages
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Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
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Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00046)	03
Attachment 17 Task Instruction Registry (P00046)	06
Attachment 18 Price List Options 1 Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1   7
2. AMENDMENT/MODIFICATION NO. P00047	3. EFFECTIVE DATE 05-Jul-2016	4. REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35899-0001	CODE HQ0147	7. ADMINISTERED BY (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758 2040		CODE S0107A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
				X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a)(3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Fund					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document, and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of (b)(4) as indicated in the Summary of Changes. Authorized Task Instructions have been incorporated by reference and the value of CLIN 0022 has been increased by (b)(4). In addition, Period of Performance (PeP) extensions have been authorized for CLIN 0020, CLIN 0060, and CLIN 0070 as indicated in the Purpose Statement.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
(b)(6)			(b)(6) / CONTRACT SPECIALIST		
			TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (b)(6)		05-Jul-2016	
		(Signature of Contracting Officer)			

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. <b>P00047</b>		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1. CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   7</b>
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5722 MARTIN RD REDBSTONE ARSENAL AL 36898-0001		CODE <b>HQ0147</b>	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	5. PROJECT NO. (If applicable)	CODE <b>S0107A</b>

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1936	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0147-14-C-0004</b>
	X 10B. DATED (SEE ITEM 13) <b>09-Dec-2013</b>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 43.103 (a)(3) Mutual Agreement of Parties; FAR 52.232-22 Limitation of Fund
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 The purpose of this modification is to incrementally fund the contract in the amount of **(b)(4)** as indicated in the Summary of Changes. Authorized Task Instructions have been incorporated by reference and the value of CLIN 0022 has been increased by **(b)(4)** in addition, Period of Performance (PoP) extensions have been authorized for CLIN 0020, CLIN 0080, and CLIN 0070 as indicated in the Purpose Statement.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b> Contract Negotiator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____
<b>(b)(6)</b> (Signature of person authorized to sign)	15C. DATE SIGNED <b>06/30/16</b>
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PURPOSE STATEMENT

The purpose of modification P00047 is to implement the following changes:

- a. Incremental fund in the amount of (b)(4) has been provided as indicated below:

CLIN 0001-(b)(4) PR HQ0147649710

CLIN 0006-(b)(4) PR HQ0147651745

CLIN 0011-(b)(4) PR HQ0147648236

CLIN 0022-(b)(4) PR HQ 0147652992  
PR HQ0147652993

CLIN 0043-(b)(4) PR HQ0147652810

CLIN 0060-(b)(4) PR HQ0147648750

- b. Incorporate the following Task Instructions (TI):

TI-22-0021 Rev 7

TI-22-0029 Rev 1

TI-22-0031 Rev 5

TI-22-0031 Rev 6

TI-22-0033 Rev 1

TI-43-0003 Rev 4

TI-43-0009 Rev 1

TI-43-0011

TI-52-0003 Rev 3

TI-71-0021 Rev 3

TI-83-0001 Rev 5

- c. The ceiling value for CLIN 0022 has been increased by (b)(4) for anticipated future TI efforts.

- d. Period of Performance (PoP) extensions have been issued, at no additional cost to the Government, for the following CLIN's as indicated below:

CLIN 0020: PoP end date of 22 July 2016

CLIN 0060: PoP end date of 22 July 2016

CLIN 0070: PoP end date of 31 December 2016

- e. All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022  
The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002218 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
002218	CLIN 0022 Incremental Funding	
	ACRN BG	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147652992	

FSC CD: 1337

SUBCLIN 002219 is added as follows:

ITEM NO	SUPPLIES/SERVICES	AMOUNT
002219	CLIN 0022 Incremental Funding	
	ACRN BG	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147652993	

FSC CD: 1337

SUBCLIN 004307 is added as follows:

AMOUNT

ITEM NO SUPPLIES/SERVICES  
004307 CLIN 0043 Incremental Funding  
ACRN BK

(b)(4)

PURCHASE REQUEST NUMBER: HQ0147652810

FSC CD: 1337

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 002218:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002219:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 004307:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 22-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147



The following Delivery Schedule item for CLIN 0060 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 30-JUN-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 22-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0070 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 01-MAR-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108:

BG: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476497100001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000603:

BG: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476517450001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001101:

BB: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 255 (CIN HQ01476482360002) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002218:

Funding on SUBCLIN 002218 is initiated as follows:

ACRN: BG

CIN: HQ01476529920001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002219:

Funding on SUBCLIN 002219 is initiated as follows:

ACRN: BG

CIN: HQ01476529930001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 004307:

Funding on SUBCLIN 004307 is initiated as follows:

ACRN: BK

CIN: HQ01476528100001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006009:

BD: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-TE-FY1617 71TC 310 (CIN HQ01476487500001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. <b>P00048</b>	3. EFFECTIVE DATE <b>22-Jul-2016</b>	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36998-0001	CODE <b>HQ0147</b>	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 HUNTSVILLE AL 35899-0040		CODE <b>S0107A</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1900			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. <b>HQ0147-14-C-0004</b>		
			X 10B. DATED (SEE ITEM 13) <b>09-Dec-2013</b>		
CODE <b>5D177</b>		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
<b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b> <b>See Schedule</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>FAR 43.103 (a) (3) Mutual Agreement</b>					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>(b)(6)</b> <b>Modification P00048 is issued to incorporate the following changes: 1) Provide for a Period of Performance extension for CLINs 0020 and 0060 to August 31, 2016; 2) Provide incremental funding for CLIN 0020. See Summary of Changes for more detailed information.</b>					
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein amended, remain unchanged and in full force and effect.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b> Contract Negotiator			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b> <b>(b)(6)</b> EMA		
15B. CONTRACTOR/OFFEROR <b>(b)(6)</b> (Signature of person authorized to sign)		15C. DATE SIGNED <b>7/22/16</b>	16B. DATED (DATE OF SIGNATURE) <b>(b)(6)</b> (Signature of Contracting Officer)		16C. DATE SIGNED <b>7/22/2016</b>

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 22-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-AUG-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0060 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 22-JUL-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-AUG-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

## SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002003:

BC: 044411 097 0400 000 N 20162017 D 2520 YG ST05P FY16 IC-V0-FY1617 71TC  
310 (CIN HQ01476497560001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: **J**      PAGE OF PAGES: **1** | **2**

2. AMENDMENT/MODIFICATION NO.: **P00049**      3. EFFECTIVE DATE: **25-Jul-2016**      4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE**      5. PROJECT NO. (If applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL, 35898 0001**      CODE: **HC0147**      7. ADMINISTERED BY (If other than item 6): **DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
MADISON AL 35759-2040**      CODE: **S0107A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
480 BRADFORD DR NW  
HUNTSVILLE AL 35895-1800**      9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT/ORDER NO.: **HC0147-14-C-0004**  
10B. DATED (SEE ITEM 13):  
X **09-Dec-2013**

CODE: **5D177**      FACILITY CODE:

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required):  
**See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 43-101(a)(3); Mutual Agreement of the Parties**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Modification Control Number: **(b)(6)**  
Modification P00049 is issued to implement the following changes: 1) Incorporate TI-22-0035 Rev 8, FTS Trade Study; 2) Increase CLIN 0022 ceiling by **(b)(4)** See Summary of Changes for more detailed information.

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

15A. NAME AND TITLE OF SIGNER (Type or print): **(b)(6) Contracts Negotiator**      16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **(b)(6)**  
TEL: **(b)(6)**      EMAIL: **(b)(6)**

**(b)(6)** ERROR      15C. DATE SIGNED: **7/26/16**      16B. UNITED STATES OF AMERICA      16C. DATE SIGNED: **7/26/2016**  
(Signature of person authorized to sign)      BY: \_\_\_\_\_ (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00049	3. EFFECTIVE DATE 26-Jul-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY.. (if other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43-101(a)(3); Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) Modification P00049 is issued to implement the following changes: 1). Incorporate TI-22-0035 Rev 8, FTS Trade Study; 2) Increase CLIN 0022 ceiling by (b)(4) See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACTING OFFICER		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6)		26-Jul-2016
		(Signature of Contracting Officer)		



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1 CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **8**

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE: **01-Sep-2016** 4. REQUISITION PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (if applicable)

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001** CODE: **HQ0147** ADMINISTERED BY (if other than item 6): **DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040** CODE: **S0107A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4300 BRADFORD DR #1W HUNTSVILLE AL 35895-1530**

9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11):

X 10A. MOD. OF CONTRACT ORDER NO. **HQ0147-14-C-0004**

X 10B. DATED (SEE ITEM 11): **09-Dec-2013**

CODE: **5D177** FACILITY CODE:

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (if required): **See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 43-101(a)(3); Mutual Agreement of the Parties**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contract or  is not,  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible.)

Modification Control Number: **(b)(6)**

The purpose of modification **E00050** is to implement the following changes: 1) increase CLIN 0003 ceiling by **(b)(4)** 2) incremental funding for CLIN 0003 by **(b)(4)** CLIN 0022 by **(b)(4)** CLIN 0062 by **(b)(4)** 3) De-obligate funding for CLIN 0071 by **(b)(4)** 4) incorporate multiple Task Instructions 5) Period of Performance (POP) extensions have been authorized for CLIN 0020, CLIN 0060 and CLIN 0082. See summary of Changes for more detailed information.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 11A as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): **(b)(6) Contract Negotiator Staff**

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **TEL: EMAIL:**

15C. DATE SIGNED: **02 SEPT 2016**

16B. UNITED STATES OF AMERICA BY: \_\_\_\_\_ 16C. DATE SIGNED

(Signature of person authorized to sign) (Signature of Contracting Officer)

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DX-A2	PAGE OF PAGES 1   118
2. CONTRACT NO. HQ0147-14-C-0004-P00050	3. SOLICITATION NO. HQ0147-13-R-0007	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 10 Sep 2013	6. REQUISITION/PURCHASE NO. SEE SCHEDULE	
7. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	8. ADDRESS OFFER TO (If other than Item 7) <b>See Item 7</b>		CODE
TEL: FAX:		TEL: FAX:		TEL: FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME (b)(6)	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (b)(6)	C. E-MAIL ADDRESS (b)(6)
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### II. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X A	SOLICITATION/ CONTRACT FORM	1 - 3	X I	CONTRACT CLAUSES	96 - 117
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 63	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
X C	DESCRIPTION/ SPECS./ WORK STATEMENT	64	X J	LIST OF ATTACHMENTS	118
X D	PACKAGING AND MARKING	65	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
X E	INSPECTION AND ACCEPTANCE	66 - 70	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	71 - 77		L	INSTRS, CONDS., AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	78 - 85	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	86 - 95			

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT... (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.

15A. NAME AND ADDRESS OF OFFEROR LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930	CODE 5D177	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO (include area code) 408-743-1010	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT (b)(4)	21. ACCOUNTING AND APPROPRIATION See Schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(e) 1 ) <input type="checkbox"/> 41 U.S.C. 253(c)(1) )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 25 (4 copies unless otherwise specified)	

24. ADMINISTERED BY (If other than Item 7) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE S0107A	25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264	CODE HQ0338
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26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6) TEL: (b)(6)	27. UNITED STATES OF AMERICA (b)(6)	28. AWARD DATE: 09-Dec-2013
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section SF 30 - BLOCK 14 CONTINUATION PAGE

PURPOSE STATEMENT  
PURPOSE STATEMENT:

The purpose of modification P00050 is to implement the following changes:

- 1) Increase Ceiling for CLIN 0003 in the amount of (b)(4)
- 2) Incremental Fund in the amount of (b)(4) has been provided as indicated below:

CLIN 0003-	(b)(4)	PR HQ0147653605 PR HQ0147653479
CLIN 0022-	(b)(4)	PR HQ0147653646 PR HQ0147653571
CLIN 0052-		PR HQ0147652992 PR HQ0147650879

- 3) De-obligate Fund in the amount of (b)(4) has been provided as indicated below:

CLIN 0022-	(b)(4)	PR HQ0147652993
CLIN 0071-	(b)(4)	PR HQ0147546844

- 4) Incorporate the following Task Instruction (TI):

- TI-03-0003 Rev 1
- TI-22-0021 Rev 7
- TI-22-0024 Rev 4
- TI-22-0029 Rev 1
- TI-22-0031 Rev 6
- TI-22-0033 Rev 1
- TI-22-0034 Rev 3
- TI-22-0035 Rev 9
- TI-22-0037 Rev 1
- TI-22-0038 Rev 2
- TI-22-0039 Rev 1
- TI-22-0040 Rev 1
- TI-43-0003 Rev 4
- TI-43-0009 Rev 1
- TI-43-0010
- TI-43-0011 Rev 1
- TI-43-0012 Rev 1
- TI-52-0003 Rev 4
- TI-52-0005 Rev 1
- TI-52-0006
- TI-64-0003 Rev 2
- TI-71-0021 Rev 5
- TI-83-0001 Rev 5
- TI-83-0002 Rev 2

- 5) Period of Performance (POP) Extensions have been issued, at no additional cost to the government, for the following CLIN's as indicated below:

- CLIN 0020: POP end date of 15 September 2016
- CLIN 0060: POP end date of 15 September 2016
- CLIN 0082: POP end date of 31 December 2016

- 6) All other terms and conditions remain unchanged.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Program Management and Engineering FFP The contractor shall perform Program Management and Systems Engineering IAW SOW. (CY2014 - CY2016) FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Incremental Funding FFP FOB: Destination				(b)(4)
	ACRN AB CIN: HQ01474325370001				

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436334				(b)(4)

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NET AMT	(b)(4)
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ACRN AE  
CIN: HQ01474363340001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	CLIN 0001 - Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438791				(b)(4)

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NET AMT	(b)(4)
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ACRN AA  
CIN: HQ01474387910001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Inc Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147542753				(b)(4)

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NET AMT	(b)(4)
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ACRN AQ  
CIN: HQ01475427530001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Funding for CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659671				(b)(4)

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NET AMT	(b)(4)
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ACRN AT  
CIN: 106596710001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Inc Funding FFP CLIN 0001 FOB: Destination PURCHASE REQUEST NUMBER: 10659671-0001				(b)(4)

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NET AMT	(b)(4)
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ACRN BE  
CIN: 106596710003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	inc Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650042				(b)(4)

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NET AMT	(b)(4)
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ACRN BF  
CIN: HQ01476500420001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	Ind Fund CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147649710				(b)(4)

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NET AMT	(b)(4)
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ACRN BG  
CIN: HQ01476497100001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Inc Fund 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651316				(b)(4)

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NET AMT	(b)(4)
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ACRN BH  
CIN: HQ01476513160001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data FFP NOT SEPARATELY PRICED. Data Item deliverable in support of all CLINs as identified in Section J, Attachment 2 - Contract Data Requirements List. FOB: Destination	1	Lot		(b)(4)

NET AMT

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Engineering Services - TCE CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination	1	Lot		(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325390003				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Inc Fund CLIN 0003 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541803				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AQ CIN: HQ01475418030001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Inc Fund CLIN 0003 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546360				(b)(4)

	NET AMT	(b)(4)
ACRN AM CIN: HQ01475463600001		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304	Incremental Funding for CLIN 0003 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147653479				(b)(4)

	ESTIMATED COST FIXED FEE	(b)(4)
ACRN BC CIN: HQ01476534790001	TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000305	Incremental Funding CLIN 0003 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147653605				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BL CIN: HQ01476536050001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Program Management and Engineering FFP The contractor shall perform Program Management and Systems Engineering IAW SOW (CY2017) FOB: Destination	1	Lot	(b)(4)	
				NET AMT	(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Program Management and Engineering FFP The contractor shall perform Program Management and Systems Engineering JAW SOW. (CY2018) FOB: Destination	1	Lot	(b)(4)	

NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Program Management Travel CPFF Program Management (CLIN 0001) Travel in accordance with the Joint Federal Travel Regulations. (CY2014 - CY2016) FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436257				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474362570001				

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000602	Inc Fun CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ014743272				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AQ CIN: HQ0147432720001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000603	Inc Fund CLIN 0006 CPFF Incremental Funding for CLIN 0006 FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651745				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476517450001				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Program Management Travel CPFF Program Management (CLIN 0004) Travel in accordance with the Joint Federal Travel Regulations. (CY2017) FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Program Management Travel CPFF Program Management (CLIN 0005) Travel in accordance with the Joint Federal Travel Regulations. (CY2018) FOB: Destination				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2014 - CY2015) FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001	Incremental Funding FFP FOB: Destination				(b)(4)

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NET AMT (b)(4)

ACRN AB  
CIN: HQ014743254000010

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436335				(b)(4)

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NET AMT	(b)(4)
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ACRN AE  
CIN: HQ01474363350001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001003	Inc Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147544319				(b)(4)

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NET AMT	(b)(4)
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ACRN AQ  
CIN: HQ01475443190001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001004	Inc Fund CLIN 0010 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648236				(b)(4)

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NET AMT (b)(4)

ACRN BB  
CIN: HQ01476482360001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 EXERCISED OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2016) FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101	Inc Fund CLIN 0011 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648236				(b)(4)

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NET AMT (b)(4)

ACRN BB  
CIN: HQ01476482360002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2017) FOB: Destination	1	Lot	(b)(4)	(b)(4)

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Integrated Logistic Support FFP TCL - The contractor shall perform Integrated Logistic Support IAW SOW Section 10.0. (CY2018) FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	T3 Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.1. The Firm Fixed Price includes the following: MRBM T3 SS# 1 (Partial) and MRBM T3 SS# 2 - 4. FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002001	Incremental Funding FFP FOB: Destination				(b)(4)

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NET AMT (b)(4)

ACRN AB  
CIN: HQ01474325410020

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436336				(b)(4)

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NET AMT (b)(4)

ACRN AE  
CIN: HQ01474363360001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002003	Inc Fund CLIN 0020 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147649756				(b)(4)

				NET AMT	(b)(4)
	ACRN BC CIN: HQ01476497560001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Engineering Services - TCM CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table. NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination	1	Lot		(b)(4)

	ESTIMATED COST	(b)(4)
	FIXED FEE	
	TOTAL EST. COST + FEE	

FSC CD: 1337



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325420022				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002202	Incremental Funding CPFF FOB: Destination				(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147435859				
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474358590001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002203	CLIN 0022 Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438314				(b)(4)

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NET AMT (b)(4)

ACRN AJ  
CIN: HQ01474383140001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002204	Inc Fund CLIN 0022 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541317				(b)(4)

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NET AMT (b)(4)

ACRN AM  
CIN: HQ01475413170001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002205	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547158				(b)(4)

ACRN AW  
 CIN: HQ01475471580001

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002206	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547333			\$0.00	(b)(4)

ACRN AM  
 CIN: HQ01475473330001

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002207	Inc Fund CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648750				(b)(4)

ACRN BD

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE (b)(4)

CIN: HQ01476487500002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002208	Inc Fund CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648393				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BC CIN: HQ01476483930001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002209	Inc Fund CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650649				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476506490001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002210	Inc Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651918				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476519180001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002211	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651918				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476519180002				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002212	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652007				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476520070001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002213	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652001				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BG CIN: HQ01476520010001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002214	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651897				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BK CIN: HQ01476518970001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002215	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652175				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BK CIN: HQ01476521750001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002216	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652392				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476523920001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002217	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652404				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476524040001				

ITEM NO	SUPPLIES/SERVICES	AMOUNT
002218	CLIN 0022 Incremental Funding	
	ACRN BG	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147652992	
FSC CD: 1337		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
002219	CLIN 0022 Incremental Funding	
	ACRN BG	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0147652993	
FSC CD: 1337		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002220	Incremental Funding CLIN 0022				(b)(4)
	CPFF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0147653646				
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN BG				
	CIN: HQ01476536460001				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002221	Incremental Funding CLIN 0022 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147653571				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476535710001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	eMRBM AI&T and Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.4 and eMRBM AI&T IAW SOW Section 9.0. The Firm Fixed Price includes the following: eMRBM SS#1 FOB: Destination	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003001	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436258				(b)(4)

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NET AMT	(b)(4)
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ACRN AE  
CIN: HQ01474362580001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003002	Incremental Funding of CLIN 0030 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438522				(b)(4)

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NET AMT	(b)(4)
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ACRN AH  
CIN: HQ01474385220001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003003	Inc Fund FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ014742939				(b)(4)

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NET AMT	(b)(4)
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ACRN AN  
CIN: HQ0147429390001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003004	Inc Fund CLIN 0030 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650042				(b)(4)

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NET AMT	(b)(4)
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ACRN BF  
CIN: HQ01476500420002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Engineering Services - TCR CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003201	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325430032				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003202	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147432787				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AB				

CIN: HQ01474327870032

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003203	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436934				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474369340001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003204	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147437382				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AE CIN: HQ01474373820032				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003205	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539926				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AL CIN: HQ01475399260001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003206	Inc Fund CLIN 0032 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541708				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AP CIN: HQ01475417080001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003207	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546854				(b)(4)

NET AMT

ACRN AV  
CIN: HQ01475468540001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003208	Inc Fund CLIN 0032 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547371				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

ACRN AM  
CIN: HQ01475473710001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	LV-2 Mission Planning FFP The contractor shall perform Nominal Mission Planning IAW SOW Section 5.1 LV-2 SS#5 - Mission Planning (Partial).  FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004001	Incremental Funding FFP FOB: Destination				(b)(4)

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NET AMT (b)(4)

ACRN AB  
CIN: HQ01474325440040

FSC CD: 1337



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436260				(b)(4)

ACRN AE  
CIN: HQ01474362600001

NET AMT

(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Engineering Services - TCI CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table . NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures FOB: Destination	1	Lot		(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE

(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004301	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ014732450043				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004302	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147432545				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AB CIN: HQ01474325450043				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004303	Inc Fund CLIN 0043 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546517				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AR CIN: HQ01475465170001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004304	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547500				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AZ CIN: HQ01475475000001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004305	Inc Fund CLIN 0043 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651098				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BC CIN: HQ01476510980001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004306	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652166				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BK CIN: HQ01476521660001				

ITEM NO	SUPPLIES/SERVICES	AMOUNT
004307	CLIN 0043 Incremental Funding  ACRN BK  PURCHASE REQUEST NUMBER: HQ0147652810	(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Engineering Services - TCS CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW section 8.0. CPFF labor rates are identified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005201	Inc Fund CLIN 0052 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147545295				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AN CIN: HQ01475452950001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005202	Inc Fund CLIN 0052 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547356				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AN CIN: HQ01475473560001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005203	INC FUND CLIN 0052 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547749				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AM CIN: HQ01475477490001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005204	Inc Fund CLIN 0052 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147650879				(b)(4)
				NET AMT	(b)(4)
	ACRN BC CIN: HQ01476508790001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Launch Operations - DT FFP The contractor shall perform Launch Operations IAW SOW Section 2.0. The Firm Fixed Price includes the following: MRBM T3 SS#1-4 and eMRBM SS#1 FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006001	Incremental Funding FFP FOB: Destination				(b)(4)

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NET AMT (b)(4)

ACRN AC  
CIN: HQ014743254600601

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436348				(b)(4)

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NET AMT	(b)(4)
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ACRN AG  
CIN: HQ01474363480001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006003	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539617				(b)(4)

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NET AMT	(b)(4)
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ACRN AK  
CIN: HQ01475396170001



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006004	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147539568				(b)(4)

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				NET AMT	(b)(4)
	ACRN AK CIN: HQ01475395680001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006005	inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541810				(b)(4)

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				NET AMT	(b)(4)
	ACRN AK CIN: HQ01475418100001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006006	Inc Fund CLIN 0060 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546079				(b)(4)

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				ESTIMATED COST FIXED FEE	(b)(4)
	ACRN AK			TOTAL EST COST + FEE	

CIN: HQ01475460790001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006007	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546945				(b)(4)

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NET AMT

(b)(4)

ACRN AK  
CIN: HQ01475469450001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006008	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546780				(b)(4)

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NET AMT

(b)(4)

ACRN AX  
CIN: HQ01475467800001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006009	Inc Fund CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147648750				(b)(4)
				NET AMT	(b)(4)
				ACRN BD CIN: HQ01476487500001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Engineering Services - DT CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table . NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures. FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST. COST + FEE	

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006401	Incremental Funding CPFF FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AC CIN: HQ0147432546006401				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006402	CLIN 0064 Inc Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147438313				(b)(4)
				NET AMT	(b)(4)
	ACRN AB CIN: HQ01474383130001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006403	Inc Fund CLIN 0064 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541506				(b)(4)

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NET AMT	(b)(4)
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ACRN AN  
CIN: HQ01475415060001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006404	Incremental funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147545967				(b)(4)

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NET AMT	(b)(4)
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ACRN AU  
CIN: HQ01475459670001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070	LSE Sustainment FFP DT - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0. (CY2014) FOB: Destination	1	Lot	(b)(4)	

NET AMT

(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007001	Incremental Funding FFP FOB: Destination				(b)(4)

NET AMT

(b)(4)

ACRN AD  
CIN: HQ0147432548007001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007002	Incremental Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147436352				(b)(4)

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NET AMT	(b)(4)
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ACRN AF  
CIN: HQ01474363520001

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007003	Funding for CLIN 0070 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

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NET AMT	(b)(4)
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ACRN AS  
CIN: 106596300001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071		1	Lot		(b)(4)

Other Sustainment Activities  
 CPFF  
 DT & TC - The contractor shall perform Other Sustainment Activities and Contractor Field Team Support IAW SOW Sections 3.5 and 10.1.7. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table. NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7 - Task Instruction Procedures.  
 FOB: Destination

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007101					(b)(4)

Incremental Funding  
 CPFF  
 FOB: Destination

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

(b)(4)

ACRN AD  
 CIN: HQ0147432548007101



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007102	Inc Fund 0071 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147541716				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AL CIN: HQ01475417160001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007103	Inc Fund CLIN 0071 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147546844				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN AY CIN: HQ01475468440001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007104	Incremental Funding CLIN 0071 CPFF Incremental Funds for CLIN 0071 FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651615				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BJ CIN: HQ01476516150001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080	FMA Maintenance FFP TCM - The contractor shall perform Launch Support Equipment Sustainment IAW SOW Section 3.0 FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1410

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008001	Funding for CLIN 0080 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

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NET AMT (b)(4)

ACRN AS  
CIN: 106596300002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008002	Incremental Funding CLIN 0080 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147651570				(b)(4)

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NET AMT (b)(4)

ACRN BH  
CIN: HQ01476515700001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	FMA Mission Planning FFP The contractor shall perform nominal mission planning IAW SOW Section 5.0. FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1410

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008101	Funding for CLIN 0081 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

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NET AMT	(b)(4)
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ACRN AS  
CIN: 106596300003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008102	Inc Fund CLIN 0081 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)

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NET AMT	(b)(4)
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ACRN BA  
CIN: HQ01475478240001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	FMA Launch Operations FFP The contractor shall perform Launch Operation IAW SOW Section 2.0. The Firm Fixed Price includes the Launch of the FMA target. FOB: Destination	1	Lot	(b)(4)	

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NET AMT (b)(4)

FSC CD: 1410

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008201	Funding for CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659630				(b)(4)

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NET AMT (b)(4)

ACRN AS  
 CIN: 106596300004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008202	Funding for CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: 10659671				(b)(4)

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NET AMT	(b)(4)
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ACRN AT  
CIN: 106596710002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008203	Inc Fund CLIN 0082 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)

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NET AMT	(b)(4)
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ACRN BA  
CIN: HQ01475478240002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008204	Inc Funding FFP CLIN 0082 FOB: Destination PURCHASE REQUEST NUMBER: 10659671-0001				(b)(4)

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NET AMT (b)(4)

ACRN BE  
CIN: 106596710004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	FMA Engineering Services CPFF The contractor shall perform Engineering Services/Special Studies IAW SOW Section 8.0. CPFF labor rates are indentified in Section J, Attachment 9 - Labor Rates Table NOTE: The contractor shall incur costs under this CLIN in the performance of the Task Instructions and revisions to instruction issued by the Contracting Officer. This CLIN will be utilized IAW Section J, Attachment 7, - Task Instruction Procedures FOB: Destination	1	Lot		(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE (b)(4)

FSC CD: 1410

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008301	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547196				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BA CIN: HQ01475471960001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008302	inc Fund CLIN 0083 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147547824				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BA CIN: HQ01475478240003				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008303	Incremental Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147652486				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
	ACRN BG CIN: HQ01476524860001				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100	Mission Critical/Essential Effort CPFF Pending negotiations and award of the main TCHSS scope, the contractor shall perform mission critical/essential effort including continuing mission planning work for FTC-06b and I-TX-20 missions during the bridge period of performance IAW the TCHSS SOW (Section J Attachment 1). Both parties recognize that negotiations of the contractor proposal # NBC-0062-U-13 dated Oct 24, 2013 are ongoing and the requirements and terms of the TCHSS contract are subject to the mutual agreement. FOB: Destination				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

FSC CD: 1337

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010001	Funding CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147431926				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN AA CIN: HQ01474319260100				

FSC CD: 1337

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Targets and Countermeasure Highly Specialized Services Statement of Work (SOW) to include Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement. The SOW is located in Section J Attachment 1.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## D-01 PACKAGING AND MARKING OF TECHNICAL DATA (APR 2009)

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

## CLAUSES INCORPORATED BY FULL TEXT

## D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (APR 2009)

a. The contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

b. Packaging and marking of hazardous materials shall comply with Title 49 of the Code of Federal Regulation and the International Maritime Dangerous Goods.

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS - Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to

Missile Defense Agency, MDA/DACT

Attn: (b)(6)

5222 Martin Road, Von Braun II

Redstone Arsenal, AL 35898

Email: (b)(6)

Section E - Inspection and Acceptance

**INSPECTION & ACCEPTANCE PROC**

E-1 Acceptance of Services

Services performed under CLINs 0001, 0010, 0020, 0030, 0040, 0060, and 0070 will be delivered and verified in accordance with the Performance Based Payment Event Schedules (see contract Section J, Attachment 10).

Acceptance for delivery of the services shall occur as the Contractor completes each service/item/event in Attachment 10 and the Contracting Officer issues a contract modification authorizing the Contractor to bill for the delivered item. The Contractor will not be penalized, considered delinquent or in default, nor will the liquidation rate be changed, if the number of events completed each month is different from the Plan, as long as the Contractor meets the delivery requirements in Attachment 10. The Contractor shall not receive payments for events that are not achieved in a given month.

E-2 Acceptance of CLIN 0002, Data

Inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List, DD Form 1423 (see Exhibit 2). Should the Government disapprove a data item submittal, re-submittal of the disapproved data item shall be limited to one re-submittal. Disapproved data items shall be partnered between the Government and Contractor to mutually agree what changes are required, the Contractor will make the changes, and then re-submittal of the data item by the Contractor to the Government shall constitute the Government's acceptance of the data item. However, if the data item is deemed insufficient after the re-submittal, the MDA Program Manager in conference with his/her counterpart will determine if the data item is acceptable.

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
000105	N/A	N/A	N/A	Government
000106	N/A	N/A	N/A	Government
000107	N/A	N/A	N/A	Government
000108	N/A	N/A	N/A	Government
000109	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	Government
000302	N/A	N/A	N/A	Government
000303	N/A	N/A	N/A	Government
000304	N/A	N/A	N/A	Government
000305	N/A	N/A	N/A	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	Government

000602	N/A	N/A	N/A	Government
000603	N/A	N/A	N/A	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
001001	N/A	N/A	N/A	Government
001002	N/A	N/A	N/A	Government
001003	N/A	N/A	N/A	Government
001004	N/A	N/A	N/A	Government
0011	Destination	Government	Destination	Government
001101	N/A	N/A	N/A	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
002001	N/A	N/A	N/A	Government
002002	N/A	N/A	N/A	Government
002003	N/A	N/A	N/A	Government
0022	Destination	Government	Destination	Government
002201	N/A	N/A	N/A	Government
002202	N/A	N/A	N/A	Government
002203	N/A	N/A	N/A	Government
002204	N/A	N/A	N/A	Government
002205	N/A	N/A	N/A	Government
002206	N/A	N/A	N/A	Government
002207	N/A	N/A	N/A	Government
002208	N/A	N/A	N/A	Government
002209	N/A	N/A	N/A	Government
002210	N/A	N/A	N/A	Government
002211	N/A	N/A	N/A	Government
002212	N/A	N/A	N/A	Government
002213	N/A	N/A	N/A	Government
002214	N/A	N/A	N/A	Government
002215	N/A	N/A	N/A	Government
002216	N/A	N/A	N/A	Government
002217	N/A	N/A	N/A	Government
002218	N/A	N/A	N/A	Government
002219	N/A	N/A	N/A	Government
002220	N/A	N/A	N/A	Government
002221	N/A	N/A	N/A	Government
0030	Destination	Government	Destination	Government
003001	N/A	N/A	N/A	Government
003002	N/A	N/A	N/A	Government
003003	N/A	N/A	N/A	Government
003004	N/A	N/A	N/A	Government
0032	Destination	Government	Destination	Government
003201	N/A	N/A	N/A	Government
003202	N/A	N/A	N/A	Government
003203	N/A	N/A	N/A	Government
003204	N/A	N/A	N/A	Government
003205	N/A	N/A	N/A	Government
003206	N/A	N/A	N/A	Government
003207	N/A	N/A	N/A	Government
003208	N/A	N/A	N/A	Government
0040	Destination	Government	Destination	Government
004001	N/A	N/A	N/A	Government

004002	N/A	N/A	N/A	Government
0043	Destination	Government	Destination	Government
004301	N/A	N/A	N/A	Government
004302	N/A	N/A	N/A	Government
004303	N/A	N/A	N/A	Government
004304	N/A	N/A	N/A	Government
004305	N/A	N/A	N/A	Government
004306	N/A	N/A	N/A	Government
004307	N/A	N/A	N/A	Government
0052	Destination	Government	Destination	Government
005201	N/A	N/A	N/A	Government
005202	N/A	N/A	N/A	Government
005203	N/A	N/A	N/A	Government
005204	N/A	N/A	N/A	Government
0060	Destination	Government	Destination	Government
006001	N/A	N/A	N/A	Government
006002	N/A	N/A	N/A	Government
006003	N/A	N/A	N/A	Government
006004	N/A	N/A	N/A	Government
006005	N/A	N/A	N/A	Government
006006	N/A	N/A	N/A	Government
006007	N/A	N/A	N/A	Government
006008	N/A	N/A	N/A	Government
006009	N/A	N/A	N/A	Government
0064	Destination	Government	Destination	Government
006401	N/A	N/A	N/A	Government
006402	N/A	N/A	N/A	Government
006403	N/A	N/A	N/A	Government
006404	N/A	N/A	N/A	Government
0070	Destination	Government	Destination	Government
007001	N/A	N/A	N/A	Government
007002	N/A	N/A	N/A	Government
007003	N/A	N/A	N/A	Government
0071	Destination	Government	Destination	Government
007101	N/A	N/A	N/A	Government
007102	N/A	N/A	N/A	Government
007103	N/A	N/A	N/A	Government
007104	N/A	N/A	N/A	Government
0080	Destination	Government	Destination	Government
008001	N/A	N/A	N/A	Government
008002	N/A	N/A	N/A	Government
0081	Destination	Government	Destination	Government
008101	N/A	N/A	N/A	Government
008102	N/A	N/A	N/A	Government
0082	Destination	Government	Destination	Government
008201	N/A	N/A	N/A	Government
008202	N/A	N/A	N/A	Government
008203	N/A	N/A	N/A	Government
008204	N/A	N/A	N/A	Government
0083	Destination	Government	Destination	Government
008301	N/A	N/A	N/A	Government
008302	N/A	N/A	N/A	Government
008303	N/A	N/A	N/A	Government
0100	Destination	Government	Destination	Government
010001	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY FULL TEXT

### 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

### 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the

Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(c) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)



Section F - Deliveries or Performance

DELIVERY SCHEDULE

Item	BETD
MRBM T3 SS#1	1 <sup>st</sup> Qtr FY15
MRBM T3 SS#2	3 <sup>rd</sup> Qtr FY15
MRBM T3 SS#3	4 <sup>th</sup> Qtr FY15
eMRBM SS#1	4 <sup>th</sup> Qtr FY15
MRBM T3 SS#4	2 <sup>nd</sup> Qtr FY16
FMA	2 <sup>nd</sup> Qtr FY16

DELIVERY INFORMATION

CLIN.	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
000108	N/A	N/A	N/A	N/A
000109	N/A	N/A	N/A	N/A
0002	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

0003	POP 21-JAN-2014 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
000301	N/A	N/A	N/A	N/A
000302	N/A	N/A	N/A	N/A
000303	N/A	N/A	N/A	N/A
000304	N/A	N/A	N/A	N/A
000305	N/A	N/A	N/A	N/A
0004	POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
0005	POP 01-JAN-2018 TO 08-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
0006	POP 05-JUN-2014 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
000601	N/A	N/A	N/A	N/A
000602	N/A	N/A	N/A	N/A
000603	N/A	N/A	N/A	N/A
0007	POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
0008	POP 01-JAN-2018 TO 08-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
0010	POP 21-JAN-2014 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
001001	N/A	N/A	N/A	N/A
001002	N/A	N/A	N/A	N/A
001003	N/A	N/A	N/A	N/A
001004	N/A	N/A	N/A	N/A
0011	POP 01-JAN-2016 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
001101	N/A	N/A	N/A	N/A

0012	POP 01-JAN-2017 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
0013	POP 01-JAN-2018 TO 08-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
0020	POP 21-JAN-2014 TO 15-SEP-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
002001	N/A	N/A	N/A	N/A
002002	N/A	N/A	N/A	N/A
002003	N/A	N/A	N/A	N/A
0022	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
002201	N/A	N/A	N/A	N/A
002202	N/A	N/A	N/A	N/A
002203	N/A	N/A	N/A	N/A
002204	N/A	N/A	N/A	N/A
002205	N/A	N/A	N/A	N/A
002206	N/A	N/A	N/A	N/A
002207	N/A	N/A	N/A	N/A
002208	N/A	N/A	N/A	N/A
002209	N/A	N/A	N/A	N/A
002210	N/A	N/A	N/A	N/A
002211	N/A	N/A	N/A	N/A
002212	N/A	N/A	N/A	N/A
002213	N/A	N/A	N/A	N/A
002214	N/A	N/A	N/A	N/A

002215	N/A	N/A	N/A	N/A
002216	N/A	N/A	N/A	N/A
002217	N/A	N/A	N/A	N/A
002218	N/A	N/A	N/A	N/A
002219	N/A	N/A	N/A	N/A
002220	N/A	N/A	N/A	N/A
002221	N/A	N/A	N/A	N/A
0030	POP 05-JUN-2014 TO 31-DEC-2015	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
003001	N/A	N/A	N/A	N/A
003002	N/A	N/A	N/A	N/A
003003	N/A	N/A	N/A	N/A
003004	N/A	N/A	N/A	N/A
0032	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
003201	N/A	N/A	N/A	N/A
003202	N/A	N/A	N/A	N/A
003203	N/A	N/A	N/A	N/A
003204	N/A	N/A	N/A	N/A
003205	N/A	N/A	N/A	N/A
003206	N/A	N/A	N/A	N/A
003207	N/A	N/A	N/A	N/A
003208	N/A	N/A	N/A	N/A
0040	POP 21-JAN-2014 TO 31-DEC-2014	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
004001	N/A	N/A	N/A	N/A

004002	N/A	N/A	N/A	N/A
0043	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
004301	N/A	N/A	N/A	N/A
004302	N/A	N/A	N/A	N/A
004303	N/A	N/A	N/A	N/A
004304	N/A	N/A	N/A	N/A
004305	N/A	N/A	N/A	N/A
004306	N/A	N/A	N/A	N/A
004307	N/A	N/A	N/A	N/A
0052	N/A	N/A	N/A	N/A
005201	N/A	N/A	N/A	N/A
005202	N/A	N/A	N/A	N/A
005203	N/A	N/A	N/A	N/A
005204	N/A	N/A	N/A	N/A
0060	POP 21-JAN-2014 TO 15-SEP-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
006001	N/A	N/A	N/A	N/A
006002	N/A	N/A	N/A	N/A
006003	N/A	N/A	N/A	N/A
006004	N/A	N/A	N/A	N/A
006005	N/A	N/A	N/A	N/A
006006	N/A	N/A	N/A	N/A
006007	N/A	N/A	N/A	N/A
006008	N/A	N/A	N/A	N/A
006009	N/A	N/A	N/A	N/A

0064	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
006401	N/A	N/A	N/A	N/A
006402	N/A	N/A	N/A	N/A
006403	N/A	N/A	N/A	N/A
006404	N/A	N/A	N/A	N/A
0070	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
007001	N/A	N/A	N/A	N/A
007002	N/A	N/A	N/A	N/A
007003	N/A	N/A	N/A	N/A
0071	POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
007101	N/A	N/A	N/A	N/A
007102	N/A	N/A	N/A	N/A
007103	N/A	N/A	N/A	N/A
007104	N/A	N/A	N/A	N/A
0080	POP 01-JUL-2015 TO 31-JAN-2017	N/A	N/A FOB: Destination	
008001	N/A	N/A	N/A	N/A
008002	N/A	N/A	N/A	N/A
0081	POP 01-JUL-2015 TO 30-JUN-2016	N/A	N/A FOB: Destination	
008101	N/A	N/A	N/A	N/A
008102	N/A	N/A	N/A	N/A
0082	POP 01-JUL-2015 TO 31-DEC-2016	N/A	N/A FOB: Destination	
008201	N/A	N/A	N/A	N/A

008202	N/A	N/A	N/A	N/A
008203	N/A	N/A	N/A	N/A
008204	N/A	N/A	N/A	N/A
0083	POP 04-AUG-2015 TO 31-DEC-2016	N/A	N/A FOB: Destination	
008301	N/A	N/A	N/A	N/A
008302	N/A	N/A	N/A	N/A
008303	N/A	N/A	N/A	N/A
0100	POP 09-DEC-2013 TO 20-JAN-2014	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 (b)(6) FOB: Destination	HQ0147
010001	N/A	N/A	N/A	N/A

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F-02 MILESTONE EVENTS (APR 2009)

The Contractor shall successfully accomplish the following milestone events within the period specified to assure completion of contract requirements:

- Milestone Events
- See Section J Attachment 10 Performance Based Payment Event Schedules

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-U0-FY1415 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01474319260100: (b)(4)  
CIN HQ01474387910001: (b)(4)

AB: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415 71TC 255  
AMOUNT: (b)(4)  
CIN HQ014732450043: (b)(4)  
CIN HQ01474325370001: (b)(4)  
CIN HQ01474325390003: (b)(4)  
CIN HQ01474325400001: (b)(4)  
CIN HQ01474325410020: (b)(4)  
CIN HQ01474325420022: (b)(4)  
CIN HQ01474325430032: (b)(4)  
CIN HQ01474325440040: (b)(4)  
CIN HQ01474325450043: (b)(4)  
CIN HQ01474327870032: (b)(4)  
CIN HQ01474383130001: (b)(4)

AC: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 DT-E1-FY1415 71DT 255  
AMOUNT: (b)(4)  
CIN HQ014743254600601: (b)(4)  
CIN HQ0147432546006401: (b)(4)

AD: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 DT-E2-FY1415 71DT 255  
AMOUNT: (b)(4)  
CIN HQ0147432548007001: (b)(4)  
CIN HQ0147432548007101: (b)(4)

AE: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415 71TC 310  
AMOUNT: (b)(4)  
CIN HQ01474358590001: (b)(4)  
CIN HQ01474362570001: (b)(4)  
CIN HQ01474362580001: (b)(4)  
CIN HQ01474362600001: (b)(4)  
CIN HQ01474363340001: (b)(4)  
CIN HQ01474363350001: (b)(4)  
CIN HQ01474363360001: (b)(4)  
CIN HQ01474369340001: (b)(4)  
CIN HQ01474373820032: (b)(4)

AF: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 TC-ILS-FY1415 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01474363520001: (b)(4)

AG: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 TC-V0-FY1415 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01474363480001: (b)(4)

AH: 044411 097 0400 000 N 20142015 D 2520 YF\_ST04P\_FY14 TC-V1-FY1415 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01474385220001: (b)(4)

AJ: 044411 097 0400 000 N 20142015 D 2520 YG\_ST05P\_FY14 TC-V0-FY1415 71TC 251  
AMOUNT: (b)(4)



CIN HQ01474383140001 (b)(4)

AK: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516 71TC 255

AMOUNT: (b)(4)  
CIN HQ01475395680001 (b)(4)  
CIN HQ01475396170001  
CIN HQ01475418100001  
CIN HQ01475460790001  
CIN HQ01475469450001

AL: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC 251

AMOUNT: (b)(4)  
CIN HQ01475399260001 (b)(4)  
CIN HQ01475417160001

AM: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC 251

AMOUNT: (b)(4)  
CIN HQ01475413170001 (b)(4)  
CIN HQ01475463600001  
CIN HQ01475473330001  
CIN HQ01475473710001  
CIN HQ01475477490001

AN: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC 255

AMOUNT: (b)(4)  
CIN HQ01474293900001 (b)(4)  
CIN HQ01475415060001  
CIN HQ01475452950001  
CIN HQ01475473560001

AP: 044411 097 0400 000 N 20152016 D 2520 X2\_ST07P\_FY15 ET-FT-FY1516 71TH 251

AMOUNT: (b)(4)  
CIN HQ01475417080001: \$0.00

AQ: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-U0-FY1516 71TC 255

AMOUNT: (b)(4)  
CIN HQ01474327200001 (b)(4)  
CIN HQ01475418030000  
CIN HQ01475427530000  
CIN HQ01475443190000

AR: 44411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-V0-FY1516 71TC 251

AMOUNT: (b)(4)  
CIN HQ01475465170001 (b)(4)

AS: 021201520162040000 A5XFK 275456EP9FPQG 2550 0010659630 A.0021052.11.5021001

AMOUNT: (b)(4)  
CIN 106596300001 (b)(4)  
CIN 106596300002  
CIN 106596300003  
CIN 106596300004

AT: 021201520162040000 A5XFK 275456EP9FPQG 2550 0010659671 A.0021052.11.5

AMOUNT: (b)(4)  
CIN 106596710001 (b)(4)  
CIN 106596710002

AU: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 TC-V0-FY1516 71TC 251

AMOUNT: (b)(4)  
CIN HQ01475459670001 (b)(4)

AV: 044411 097 0400 000 N 20152016 D 2520 S2\_ST07P\_FY15 ET-FT-FY1516 71TH 251

AMOUNT: (b)(4)  
CIN HQ01475468540001 (b)(4)

AW: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 .....TC-RTE-FY1516 .....71TC 251  
AMOUNT: (b)(4)  
CIN HQ01475471580001: (b)(4)

AX: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 .....TC-V0-FY1516 ..... 71DT 255  
AMOUNT: (b)(4)  
CIN HQ01475467800001: (b)(4)

AY: 044411 097 0400 000 N 20152016 D 2520 YF\_ST04P\_FY15 ..... TC-ILS-FY1516 ..... 71TC 251  
AMOUNT: (b)(4)  
CIN HQ01475468440001: (b)(4)

AZ: 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 TC-RTE-FY1516 .....71TC 251  
AMOUNT: (b)(4)  
CIN HQ01475475000001: (b)(4)

BA: 044411 097 0400 000 N 20152016 D 2520 YP\_SD69P\_FY15 ..... DE-TC-FY1516 .....71DV 251  
AMOUNT: (b)(4)  
CIN HQ01475471960001: (b)(4)  
CIN HQ01475478240001:  
CIN HQ01475478240002:  
CIN HQ01475478240003:

BB: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 ..... TC-U0-FY1617 ..... 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01476482360001: (b)(4)  
CIN HQ01476482360002:

BC: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 ..... TC-V0-FY1617 ..... 71TC 310  
AMOUNT: (b)(4)  
CIN HQ01476483930001: (b)(4)  
CIN HQ01476497560001:  
CIN HQ01476508790001:  
CIN HQ01476510980001:  
CIN HQ01476534790001:

BD: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 ..... TC-TE-FY1617 ..... 71TC 310  
AMOUNT: (b)(4)  
CIN HQ01476487500001: (b)(4)  
CIN HQ01476487500002:

BE: 021201520162040000 A5XFK 275456EP9FPQG 2550 0010659671 A.0021052.11.5021001  
AMOUNT: (b)(4)  
CIN 106596710003: (b)(4)  
CIN 106596710004:

BF: 044411 097 0400 000 N 20152016 D 2520 YG\_ST05P\_FY15 .....TC-V0-FY1516 ..... 71TC 251  
AMOUNT: (b)(4)  
CIN HQ01476500420001: (b)(4)  
CIN HQ01476500420002:

BG: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251  
AMOUNT: (b)(4)  
CIN HQ01476497100001: (b)(4)  
CIN HQ01476506490001  
CIN HQ01476517450001  
CIN HQ01476519180001  
CIN HQ01476519180002  
CIN HQ01476520010001  
CIN HQ01476520070001  
CIN HQ01476523920001  
CIN HQ01476524040001  
CIN HQ01476524860001  
CIN HQ01476529920001  
CIN HQ01476529930001

CIN HQ01476535710001: (b)(4)  
CIN HQ01476536460001: (b)(4)

BH: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC 255  
AMOUNT: (b)(4)  
CIN HQ01476513160001: (b)(4)  
CIN HQ01476515700001: (b)(4)

BJ: 044411 097 0400 000 N 20152016 D 2520 S2\_ST07P\_FY15 ET-FT-FY1516 71TH 255  
AMOUNT: (b)(4)  
CIN HQ01476516150001: (b)(4)

BK: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 310  
AMOUNT: (b)(4)  
CIN HQ01476518970001: (b)(4)  
CIN HQ01476521660001: (b)(4)  
CIN HQ01476521750001: (b)(4)  
CIN HQ01476528100001: (b)(4)

BL: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC 251  
AMOUNT: (b)(4)  
CIN HQ01476536050001: (b)(4)

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252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

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G-01 CONTRACT ADMINISTRATION (MAY 2012)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)  
Organizational Code: MDA/DACT  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

**b. CONTRACTING OFFICER'S REPRESENTATIVE/CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Neither the Contracting Officer's Representative (COR) nor the Contracting Officer's Technical Representative (COTR) is authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR and the COTR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer, a COR or a COTR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: (b)(6)  
Organizational Code: MDA/TC  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0011 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTRs for CLIN 0022 are:

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

Name: (b)(6)  
Organizational Code: MDA/TCM  
Telephone Number: (b)(6)  
E-Mail Address: (b)(6)

The COTR for CLIN 0032 is:

Name: (b)(6)  
Organizational Code: MDA/TCR  
Telephone Number: (b)(6)

E-Mail Address: (b)(6)

The COTR for CLIN 0043 is:

Name: (b)(6)

Organizational Code: MDA/TCR

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

The COTR for CLIN 0052 is:

Name: (b)(6)

Organizational Code: MDA/TCR

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

The COTR for CLINs 0064 and 0071 is:

Name: (b)(6)

Organizational Code: MDA/TCL

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

The alternate COTR for CLINs 0064 and 0071 is:

Name: (b)(6)

Organizational Code: MDA/TCL

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACT

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

For detailed information regarding eSRS visit <http://www.acq.osd.mil/dpap/pdi/eb/index.html>.

CLAUSES INCORPORATED BY FULL TEXT

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

See Section J Attachment 16

#### CLAUSES INCORPORATED BY FULL TEXT

##### G-11 PERFORMANCE-BASED PAYMENTS (APR 2011)

a. This clause applies to CLINs 0001, 0010, 0020, 0040, 0060, and 0070. Pursuant to FAR Clause 52.232-32, Performance-Based Payments, the Government and the Contractor have agreed to utilize the Performance-Based payments process to liquidate the dollars associated with the aforementioned CLINs. The liquidation rate will be in accordance with FAR 32.1004. Upon successful completion of each performance event/milestone as identified under Section F, the Contractor may submit an invoice in the amount identified for each performance event/milestone.

b. The contractor shall use commercial invoices to make payment requests for completed performance events/milestones. The information cited on the commercial invoice shall be in accordance with FAR 52.232-32(l) and (m). Invoices may be in contractor format except for the last program milestone for which the contractor shall submit a final DD250. This will close out this program and allow for liquidation of the remaining amount. The Government shall approve payment of each invoice within 10 days after receipt of the invoice or else provide rationale as to why approval has not been granted within that timeframe.

c. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

#### CLAUSES INCORPORATED BY FULL TEXT

##### G-13 NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (MAY 2009)

The Government may utilize support contractors to assist the Government in the review and evaluation of the offeror's invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These contractors will be provided access to these and other records which may contain the proprietary information of the offeror, to include awarded contracts, to support Government officials in reviewing and reconciling invoices, payment records, and the Government's financial and budgetary records, and in facilitating the timely payment of submitted invoices.

The support contractors are prohibited from obtaining proprietary information to which their employees will have access in the performance of their responsibilities, and are required to promptly notify the contracting officer of any breach of their employees' non-disclosure obligations. Each of the contractor employees has also been required to execute a non-disclosure agreement which acknowledges their responsibilities to only use proprietary information in performance of the above tasks and for no other reason; that they will not share proprietary information with their employers; that they will not use such information for personal or other benefit; and that they will promptly notify their employers of any breaches of their responsibilities.

Unless the offeror specifically objects in writing, the offeror agrees, by the submission of a proposal, to allow the Government's support contractors to have access to the offeror's proprietary information for the purposes described above.

Section H - Special Contract Requirements

**INDEMNIFICATION**

**DEFINITION OF UNUSUALLY HAZARDOUS RISKS**

For the purpose of clause DFARS 252.235-7000, entitled "Indemnification Under 10 U.S.C. 2354 – Fixed Price (DEC 1991)," and DFARS 252.235-7001 entitled "Indemnification Under 10 U.S.C. 2354 – Cost Reimbursement (DEC 1991)" it is agreed that risks arising out of or resulting from:

- (a) The burning, explosion, or detonation of propellants (liquid, solid, or gaseous), their constituent components or their degradation products during preparation, mixing, storage, or loading;
- (b) The burning, explosion, or detonation of liquid fueled rocket engines or solid fueled rocket motors during preparation, casting, curing, storing, testing, transporting, launch preparation, or launch;
- (c) The burning, explosion or detonation of launch vehicles or their components during test, transporting, launch preparation, or launch;
- (d) The toxic or other unusually hazardous properties of propellants (liquid, solid, or gaseous) or inert gases, their constituent ingredients, or their degradation products;
- (e) The flight or surface impact of launch vehicles or components or fragments thereof;

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

**CLAUSES INCORPORATED BY FULL TEXT**

**H-06 INSURANCE (Apr 2009)**

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

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



## CLAUSES INCORPORATED BY FULL TEXT

## H-08 PUBLIC RELEASE OF INFORMATION (Jun 2013)

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information must be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract must be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials must be submitted for approval through the prime contractor to MDA.
- c. Upon request, the Contracting Officer's Representative (COR) will provide the contractor the MDA Form 003, "Security and Policy Review" or any superseding MDA form. The contractor must complete Sections A-C and E-H of the Form 003 (or comply with the instructions of any superseding form) and submit it to the COR with the materials to be cleared. If the information was previously cleared, provide the Public Release Case Number, if available, and a copy of the previous document highlighting the updated information.
- d. The contractor must submit the following to the COR at least 60 days in advance of the proposed release date:
  - (1) the completed Form 003 and one (1) electronic copy of the material to be reviewed. File size must not exceed 25MB; and,
  - (2) a written statement, including:
    - (a) to whom the material is to be released;
    - (b) the desired date for public release;
    - (c) a statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release; and,
    - (d) the contract number.
- e. The items submitted must be complete. Photographs must have captions.
- f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, For Official Use Only (FOUO) information, export controlled, or International Traffic in Arms Regulations (ITAR) information will not be accepted or cleared.
- g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.
- h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.
- i. The COR will notify the contractor of the agency's final decision regarding the status of the request.
- j. Once information has been cleared for public release, it is in the public domain and must always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

**H-09 ORGANIZATIONAL CONFLICT OF INTEREST (Jun 2012)**

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

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

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

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

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Attachment X of this contract.

c. Access to and Use of Nonpublic Information: If the Contractor, in performance of this contract, obtains access to nonpublic information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to exercise diligent effort to protect proprietary information from misuse or unauthorized disclosure in accordance with the provisions of FAR 9.505-4. The Contractor may be required to enter into a written non-disclosure agreement with the third party asserting proprietary restrictions.

e. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

f. Representations and Disclosures:

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

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This

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

g. Remedies and Waiver:

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

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

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

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

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

**H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)**

a. The Contractor shall submit all required visit clearances in accordance with current NISPOM regulations. Visit clearances shall identify the contract number.

For Visit Requests to the National Capital Region send to:

JPAS SMO Code: DDAAU4  
Missile Defense Agency  
Attn: Access Control Center  
5700 18th Street, Bldg 245  
Fort Belvoir, VA 22060-5573  
571-231-8249  
571-231-8099 FAX  
ACC@MDA.mil

For Visit Requests to Huntsville, AL send to:

Missile Defense Agency,  
JPAS SMO Code: DDAAUH  
Attn: Visitor Control  
Bldg 5224 Martin Road  
Redstone Arsenal, AL 35898  
256-450-3215  
256-450-3222 FAX  
MDAvisitorcontrolincomingsv@mda.mil

For Visit Requests to Colorado Springs, CO send to:

Missile Defense Agency,  
SMO Code: DDAAUJ  
Attn: Visitor Control  
720 Irwin Drive, Bldg 720 Room 125  
Schriever AFB, CO 80912  
719-721-0362  
719-721-8399 FAX  
dossosvar@mda.mil

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

**H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (APR 2011)**

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

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the organization's Security Operations Center and the MDA Service Desk to ensure timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
  - (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
  - (3) terminate the MDA LAN account/access privileges.
- c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services, notification shall be made on the same working day as the termination/suspension action.

#### H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract. Key staff positions are defined as:

1. Targets and Countermeasures Program Director
2. Chief Engineer
3. Chief Systems Engineer

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

#### H-28 DISTRIBUTION CONTROL OF TECHNICAL INFORMATION (May 2013)

a. The following terms applicable to this clause are defined as follows:

1. DoD Official. Serves in DoD in one of the following positions: Program Director, Deputy Program Director, Program Manager, Deputy Program Manager, Procuring Contracting Officer, Administrative Contracting Officer, or Contracting Officer's Representative.

2. Technical Document. Any recorded information (including software) that conveys scientific and technical information or technical data.

3. Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to the conduct or management of effort under this contract. (Includes programmatic information).

4. Technical Data. As defined in DFARS 252.227-7013.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423 the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the contractor and applicable subcontractors under this contract unless authorized by the

Contracting Officer in writing. However, distribution of technical data is permissible to DOD officials having a "need to know" in connection with this contract or any other MDA contract provided that the technical data is properly marked according to the terms and conditions of this contract. When there is any doubt as to "need to know" for purposes of this paragraph, the Contracting Officer or the Contracting Officer's Representative will provide direction. Authorization to distribute technical data by the Contracting Officer or the Contracting Officer's Representative does not constitute a warranty of the technical data as it pertains to its accuracy, completeness, or adequacy. The contractor shall distribute this technical data relying on its own corporate best practices and the terms and conditions of this contract. Consequently, the Government assumes no responsibility for the distribution of such technical data nor will the Government have any liability, including third party liability, for such technical data should it be inaccurate, incomplete, improperly marked or otherwise defective. Therefore, such a distribution shall not violate 18 United States Code § 1905.

c. All technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice: When it is technically not feasible to use the entire WARNING statement, an abbreviated marking may be used, and a copy of the full statement added to the "Notice To Accompany Release of Export Controlled Data" required by DoD Directive 5230.25.

#### 1. DISTRIBUTION

2. WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

3. DESTRUCTION NOTICE - For classified documents follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, February, 2006, Incorporating Change 1, March 28, 2013, Chapter 5, Section 7, or DoDM 5200.01-Volume 3, DoD Information Security Program: Protection of Classified Information, Enclosure 3, Section 17. For controlled unclassified information follow the procedures in DoDM 5200.01-Volume 4, Information Security Program: Controlled Unclassified Information.

d. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts.

### CLAUSES INCORPORATED BY FULL TEXT

#### H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

a. Unless otherwise approved by the PCO, commercial computer software licenses shall, upon delivery and acceptance, designate the U.S. Government as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the PCO. The terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the Contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

b. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

**H-33 PROGRAM SYNCHRONIZATION (Nov 2010)**

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BMDS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

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

Company Name	Contract # and Description	ACA Purpose
(b)(4)	HQ0147-11-C-0006 Intermediate Range Ballistic Missile (IRBM)	

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

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

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

**H-35 INCORPORATING COMMERCIAL AND OPEN SOURCE SOFTWARE (Aug 2012)**

a. DFARS 252.227-7014(d) requires the written approval of the PCO before the Contractor may incorporate any copyrighted computer software in the software to be delivered under this contract.

b. A request for approval to incorporate Commercial Computer Software should be accompanied by a license that conforms with the requirements of the Commercial Computer Software Licenses clause of this contract.

c. A request for approval to incorporate Open Source Software must be accompanied by the applicable license, a detailed description of the source of the software and how it has been or will be used, and an explanation of the restrictions imposed and potential risks and liabilities. . .

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph a above, does not in any way affect the Government's technical data rights as established by the terms and conditions of this contract.

#### H-36 CONTRACTOR IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON THE GOVERNMENT'S USE, RELEASE, OR DISCLOSURE OF NON-COMMERCIAL TECHNICAL DATA OR COMPUTER SOFTWARE (DEC 2011)

a. The contractor and its subcontractors shall provide a completed Section J - Attachment 13 in accordance with DFARS 252.227-7017 entitled "Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software" that is signed and dated by a responsible official of the Contractor. This Attachment is incorporated herein by reference as if fully set forth. The Attachment identifies and provides information pertaining to technical data (including computer software documentation) and computer software that the contractor and subcontractors claim to qualify for delivery with less than Unlimited Rights. The contractor agrees not to withhold delivery of the technical data or software based on its claims. The Government shall investigate the validity of the contractor's claims and therefore reserves all its rights regarding the technical data/software in question, to include those rights set forth in: DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items; DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation; DFARS 252.227-7019, Validation of Asserted Restrictions--Computer Software; DFARS 252.227-7028, Technical Data or Computer Software Previously Delivered To the Government; and, DFAR 252.227-7037, Validation Of Restrictive Markings On Technical Data clauses until a determination is made.

b. The contractor shall have, maintain, and follow written procedures sufficient to assure that restrictive markings/legends are used only when authorized by the terms of this contract and shall maintain records sufficient to justify the validity of any restrictive markings/legends on any technical data or computer software or computer software documentation delivered under this contract. The Contractor agrees that the Government has Unlimited Rights as defined by DFARS 252.227-7013 and 252.227-7014 in any deliverable technical data or computer software or computer software documentation not listed in the Attachment and that such data or software will not be subject to any restrictive markings or legends.

#### H-37 INSERTION OF LIMITED OR RESTRICTED RIGHTS (DEC 2010)

a. Hardware items which are subject to Limited Rights in their associated technical data as defined in DFARS 252.227-7013 and software items which are subject to Restricted Rights as defined in DFARS 252.227-7014 shall not be incorporated into the design of any systems, or models/simulations thereof under this contract without the prior written authorization of the PCO. The Contractor's request shall include a rough order of magnitude (ROM) estimate to perform development if the data or software cannot be used as requested. If the PCO does not provide a decision within 30 days of the request, the request is considered denied. In the event the PCO



authorizes inclusion of the Limited Rights technical data and/or Restricted software, such data or software will be added as an attachment within Section J.

b. Using Government assets in an Independent Research and Development (IRAD) project may be authorized on a case by case basis. The Contractor's request shall include an offer of consideration for use of such Government assets. The Government will evaluate the request, including the Contractor's offer of consideration, and either approve, deny, or offer an alternative form of consideration. Any such consideration will be mutually agreed to by the parties prior to use of Government assets. Consideration should include, at a minimum, specially negotiated rights granting the Government a license for Government Purpose Rights IAW DFARS 252.227-7013 and 252.227-7014 in the subject IRAD project. When the Contractor requests the use of Government assets for an IRAD project, the request shall include the purpose of the IRAD project and the potential benefit to the Government. The Contractor will be required to execute a bailment agreement prior to the transfer or use of Government assets.

## Section 1 - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.210-1	Market Research	APR 2011
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010

52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	DEC 2012
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	FEB 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7006	Wide Area WorkFlow Payment Instructions	JUN 2012
252.232-7007	Limitation Of Government's Obligation	MAY 2006
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012

252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

(a) Definitions. As used in this clause:

Executive means officers, managing partners, or any other employees in management positions.

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

Month of award means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L.

110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information.

(d)(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the Central Contractor Registration (CCR) database (FAR clause 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if

(i) In the subcontractor's preceding fiscal year, the subcontractor received -

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR database information is incorrect, the contractor is responsible for correcting this information.

(End of clause)

## 52.216-7 . ALLOWABLE COST AND PAYMENT (JUN 2011)

## (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.



(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
- (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor in accordance with the contract period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are

specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30<sup>th</sup> day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either pre-designated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this

clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_\_), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

#### 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Historically black colleges and universities means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.



Minority institutions means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Summary Subcontract Report (SSR) Coordinator means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph

(d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

(End of clause)

#### 252.235-7000 INDEMNIFICATION UNDER 10 U.S.C. 2354 -- FIXED PRICE (DEC 1991)

(a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.

(b) Claims, losses, and damages covered --

(1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term "third persons" includes employees of the contractor;

(2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and

(3) Loss, damage, or lost use of the Government's property.

(c) The claim, loss, or damage --

(1) Must arise from the direct performance of this contract;

(2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;

(3) Must result from an unusually hazardous risk as specifically defined in the contract;

(4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract;

(5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (h) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and

(6) Must be certified as just and reasonable by the Secretary of the department or designated representative.

(d) The Contractor shall buy and maintain, to the extent available, insurance against unusually hazardous risks in the form, amount, period(s) of time, at the rate(s), and with such insurers, as the Contracting Officer (or, for Navy contracts, the Department) may from time to time require and approve. If the cost of this insurance is higher than the cost of the insurance the Contractor had as of the date of the contract, the Government shall reimburse the Contractor for the difference in cost, as long as it is properly allocable to this contract and is not included in the contract price. The Government shall not be liable for claims, loss, or damage if insurance was available and is either required or approved under this paragraph.

(e) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.

(f) "Notice." The Contractor shall --

(1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;

(2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and

(3) Immediately provide copies of all pertinent papers that the Contractor receives or has received.

(g) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions and execute any authorizations required.

(h) "Flowdown." The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if -

(1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract;

(2) The Contracting Officer approved those indemnification provisions;

(3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and

(4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of papers and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.

(i) The Government may discharge its obligations under paragraph (h) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable.

(j) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.

(End of clause)

## 252.235-7001 INDEMNIFICATION UNDER 10 U.S.C. 2354 -- COST REIMBURSEMENT (DEC 1991)

(a) This clause provides for indemnification under 10 U.S.C. 2354 if the Contractor meets all the terms and conditions of this clause.

(b) Claims, losses, and damages covered --

(1) Claims by third persons for death, bodily injury, sickness, or disease, or the loss, damage, or lost use of property. Claims include those for reasonable expenses of litigation or settlement. The term "third persons" includes employees of the Contractor;

(2) The loss, damage, and lost use of the Contractor's property, but excluding lost profit; and

(3) Loss, damage, or lost use of the Government's property.

(c) The claim, loss, or damage --

(1) Must arise from the direct performance of this contract;

(2) Must not be compensated by insurance or other means, or be within deductible amounts of the Contractor's insurance;

(3) Must result from an unusually hazardous risk as specifically defined in the contract;

(4) Must not result from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, managers, superintendents, or other equivalent representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location where this contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract;

(5) Must not be a liability assumed under any contract or agreement (except for subcontracts covered by paragraph (i) of this clause), unless the Contracting Officer (or in contracts with the Department of the Navy, the Department) specifically approved the assumption of liability; and

(6) Must be certified as just and reasonable by the Secretary of the department or designated representative.

(d) A reduction of the insurance coverage maintained by the Contractor on the date of the execution of this contract shall not increase the Government's liability under this clause unless the Contracting Officer consents, and the contract price is equitably adjusted, if appropriate, to reflect the Contractor's consideration for the Government's assumption of increased liability.

(e) "Notice." The Insurance - Liability to Third Persons clause of this contract applies also to claims under this clause. In addition, the Contractor shall --

(1) Promptly notify the Contracting Officer of any occurrence, action, or claim that might trigger the Government's liability under this clause;

(2) Furnish the proof or evidence of any claim, loss, or damage in the form and manner that the Government requires; and

- (3) Immediately provide copies of all pertinent papers that the contractor receives or has received.
- (f) The Government may direct, participate in, and supervise the settlement or defense of the claim or action. The Contractor shall comply with the Government's directions, and execute any authorizations required.
- (g) The Limitation of Cost clause of this contract does not apply to the Government's obligations under this clause. The obligations under this clause are excepted from the release required by the Allowable Cost, Fee, and Payment clause of this contract.
- (h) Under this clause, a claim, loss, or damage arises from the direct performance of this contract if the cause of the claim, loss, or damage occurred during the period of performance of this contract or as a result of the performance of this contract.
- (i) "Flowdown." The Government shall indemnify the Contractor if the Contractor has an obligation to indemnify a subcontractor under any subcontract at any tier under this contract for the unusually hazardous risk identified in this contract only if --
- (1) The Contracting Officer gave prior written approval for the Contractor to provide in a subcontract for the Contractor to indemnify the subcontractor for unusually hazardous risks defined in this contract;
- (2) The Contracting Officer approved those indemnification provisions;
- (3) The subcontract indemnification provisions entitle the Contractor, or the Government, or both, to direct, participate in, and supervise the settlement or defense of relevant actions and claims; and
- (4) The subcontract provides the same rights and duties, the same provisions for notice, furnishing of paper and the like, between the Contractor and the subcontractor, as exist between the Government and the Contractor under this clause.
- (j) The Government may discharge its obligations under paragraph (i) of this clause by making payments directly to subcontractors or to persons to whom the subcontractors may be liable.
- (k) The rights and obligations of the parties under this clause shall survive the termination, expiration, or completion of this contract.
- (End of clause)

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

- (a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the [name of contracting agency(ies)] under Contract No. [Contracting agency(ies) contract number(s)].
- (b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the [name of contracting agency(ies)].
- (End of clause)

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (Jun 2012)

a. Requirement for Electronic Payment Requests by WAWF-RA:

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

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System as described at <https://wawf.eb.mil/xhtml/unauth/web/homepage/HomePage.xhtml> using the appropriate Service Acceptor's DoDAAC (MDA/NCR is IIQ0006; MDIOC is II95001, MDA/HSV is HQ0147). When using WAWF-RA, the contractor must include the Contracting Officer's Representative's (COR) e-mail in the invoice submission template in order to notify the COR that a WAWF document has been submitted for approval.

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

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

5. The WAWF Training Links are located on the Internet at <https://wawftraining.eb.mil/xhtml/unauth/web/wbt/WbtSummary.xhtml>.

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

DISA DECC Ogden  
Electronic Business Service Desk  
CONUS ONLY: 1-866-618-5988  
COMMERCIAL: 801-605-7095  
DSN: 338-7095  
FAX COMMERCIAL: 801-605-7453  
FAX DSN: 388-7453  
cscassig@csd.disa.mil

b. Submission of Invoices under Fixed Price Type Contracts

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

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

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

4. The contractor shall prepare either:

a separate invoice for each activity designated to receive the supplies or services; or,

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

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

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

OR

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

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

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

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

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

5. Prior to final voucher submission, the contractor must submit the final report/final deliverable to the contracting officer's representative (COR) for approval. The COR will provide to the contractor an e-mail stating acceptance of the final report/final deliverable. The contractor must attach the approval to the final voucher in WAWF and forward to the cognizant DCAA office and ACO for approval.

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 1 Jul 15 (P00035)	28
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule, Rev 3 (P00035)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00035)	02
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00046)	03
Attachment 17 Task Instruction Registry (P00046)	06
Attachment 18 Price List Options 1 Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00051	3. EFFECTIVE DATE 09-Sep-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY: (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to incrementally fund the contract in the amount of \$5,274,786.00 as indicated in the Summary of Changes.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACT SPECIALIST		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6)		09-Sep-2016
		(Signature of Contracting Officer)		

SECTION SF.30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108:

... BG: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251 (CIN HQ01476497100001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001101:

... BB: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 255 (CIN HQ01476482360002) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 002003:

... BC: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-V0-FY1617 71TC 310 (CIN HQ01476497560001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 006009:

... BD: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-TE-FY1617 71TC 310 (CIN HQ01476487500001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00052	3. EFFECTIVE DATE 13-Sep-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY.. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer. <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43-101(a)(3); Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to de-obligate funds on CLIN 0003 by (b)(4) See Summary of Changes for more detailed information.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACT SPECIALIST		
		TEL (b)(6)	EMAIL (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6)		13-Sep-2016
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:

PURPOSE STATEMENT

The purpose of modification P00052 is to implement the following change:

- 1) De-obligate Fund in the amount of (b)(4) has been provided as indicated below:

CLIN 0003- (b)(4) PR HQ0147653479

All other terms and conditions remain unchanged.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000304:

BC: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P FY16 TC-V0-FY1617 .. 71TC ..  
310 (CIN HQ01476534790001) was decreased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT CODE: J  
PAGE OF PAGES: 1 | 7

2. AMENDMENT/MODIFICATION NO.: **P00053**  
3. EFFECTIVE DATE: **19-Sep-2016**  
4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE  
5. PROJECT NO. (if applicable):

6. ISSUING OFFICE CODE: **HQD147**  
7. ADMINISTERED BY (if other than issuer):  
CODE: **S0107A**  
MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35896-0001  
DCMA HUNTSVILLE  
1040 RESEARCH BLVD  
SUITE 100  
HUNTSVILLE AL 35894-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DRIVE  
HUNTSVILLE AL 35895-1900  
9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT ORDER NO.: **HQD147-14-C-0004**  
10B. DATED (SEE ITEM 13):  
X **09-Dec-2013**  
CODE: **5D177** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offers  is extended  is not extended.  
Offer must acknowledge receipt of this amendment prior to the hour and date specified to the solicitation or as amended by one of the following methods:  
(a) By completing Items 8 and 10, and enclosing \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required):  
**See Schedule**

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.101(a)(3); **Mutual Agreement of the Parties**
- D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible.)  
Modification Control Number: **(b)(6)**  
The purpose of this modification is to implement the following changes: 1) Award Mission Tailoring on CLIN 0050 for a total value of **(b)(4)**; Award Mission Tailoring Option 1 on CLIN 0053 for a total value of **(b)(4)**; Award Mission Tailoring Option 2 for a total value of **(b)(4)**; 2) Incremental Funding for CLINs 0001, 0022, 0060, 0060; 3) Revise SOW; 4) Revise GR&A; 5) No Cost POP for CLINs 0020 & 0060; 6) Increase ceiling on CLIN 0022. See summary of changes for more detailed information.

Except as provided herein, all terms and conditions of the document referenced in Item 4 or 10A, as herein first changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): **(b)(6)**  
*Contracts*  
15B. CONTRACT ORDER NUMBER: **(b)(6)**  
15C. DATE SIGNED: **9/14/16**  
16A. NAME: **(b)(6)**  
16B. TITLE: **(b)(6)**  
16C. DATE SIGNED: **9/19/2016**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of P00053 is to implement the following changes:

- 1) In reference to Lockheed Martin's Proposal TCHSS-16-049 the following Cost Plus Fixed Fee Completion CLINs are hereby added:
  - a) CLIN 0050: Base - Mission Tailoring for MBRV-7 and MBRV-8
    - Total Cost: (b)(4)
    - Total Fixed Fee: (b)(4)
    - Total Value: (b)(4)
  - b) CLIN 0053: Option 1 - MBRV-1
    - Total Cost: (b)(4)
    - Total Fixed Fee: (b)(4)
    - Total Value: (b)(4)
  - c) CLIN 0054: Option 2 - MBRV-2
    - Total Cost: (b)(4)
    - Total Fixed Fee: (b)(4)
    - Total Value: (b)(4)
- 2) Add incremental funding to the following CLINs:
  - a) CLIN 0001 - Incremental funding in the amount of (b)(4)
  - b) CLIN 0022 - Incremental funding in the amount of (b)(4)
  - c) CLIN 0050 - Incremental funding in the amount of (b)(4)
  - d) CLIN 0060 - Incremental funding in the amount of (b)(4)
- 3) Attachment 1 - The Targets and Countermeasures (TC) Highly Specialized Services Statement of Work is hereby revised to the current version as of 15 September 2016.
- 4) Attachment 13 - Ground Rules and Assumptions are hereby revised to the current version as of 15 September 2016
- 5) Extend the Period of Performances for the following CLINs at no additional cost to the Government:
  - a) CLIN 0020 to 10 October 2016
  - b) CLIN 0060 to 10 October 2016
- 6) The ceiling on CLIN 0022 is hereby increased by (b)(4) to (b)(4)
- 7) As a result of this modification the total cost of the contract has increased by (b)(4) to (b)(4) and total funding has increased by (b)(4) to (b)(4)

All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been deleted:

PURPOSE STATEMENT

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000110 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110	Inc Funding on CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147654163				(b)(4)

NET AMT (b)(4)

ACRN BG  
CIN: HQ01476541630001

CLIN 0050 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Mission Tailoring - Base - MBRV-7 & -8 CPFF This is a Cost Plus Fixed Fee Completion CLIN. The contractor shall perform MBRV Mission Tailoring IAW SOW Section 9.3.1. The Period of Performance (IAW Section J, Attachment 1 - Statement of Work) will be determined at the time the option is exercised. FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

SUBCLIN 005001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005001	incremental Funding for CLIN 0050 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147654083				(b)(4)
				NET AMT	(b)(4)
	ACRN BG CIN: HQ01476540830050				

CLIN 0053 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053 OPTION	Mission Tailoring - Option 1 CPFF	1	Each		(b)(4)
This is a Cost Plus Fixed Fee Completion CLIN. The contractor shall perform MBRV Mission Tailoring IAW SOW Section 9.3.1. The Period of Performance (IAW Section J, Attachment 1 - Statement of Work) will be determined at the time the option is exercised. FOB: Destination					
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

FSC CD: 1337

CLIN 0054 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054 OPTION	Mission Tailoring - Option 2 - MBRV-2 CPFF	1	Each		(b)(4)
This is a Cost Plus Fixed Fee Completion CLIN. The contractor shall perform MBRV Mission Tailoring IAW SOW Section 9.3.1. The Period of Performance (IAW Section J, Attachment 1 - Statement of Work) will be determined at the time the option is exercised. FOB: Destination					
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	

**SECTION E - INSPECTION AND ACCEPTANCE**

The following Acceptance/Inspection Schedule was added for SUBCLIN 000110:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0050:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY

N/A

N/A

N/A

Government

The following Acceptance/Inspection Schedule was added for CLIN 0053:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

The following Acceptance/Inspection Schedule was added for CLIN 0054:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0050:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 16-SEP-2016 TO 31-DEC-2020	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000110:

Funding on SUBCLIN 000110 is initiated as follows:

ACRN: BG

CIN: HQ01476541630001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002207:

BD: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-TE-FY1617 71TC 310 (CIN HQ01476487500002) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 005001:

Funding on SUBCLIN 005001 is initiated as follows:

ACRN: BG

CIN: HQ01476540830050

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG ST05P\_FY16 TC-U0-FY1617 7ITC 251

Increase (b)(4)

Total: (b)(4)

SUBCLIN 006009:

BD: 044411 097 0400 000 N 20162017 D 2520 YG ST05P\_FY16 TC-TE-FY1617 7ITC  
310 (CIN HQ01476487500001) was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00054			3. EFFECTIVE DATE 29-Sep-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35894-1001			7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35706-2040	5. PROJECT NO. (If applicable) S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930			9A. AMENDMENT OF SOLICITATION NO.	
CODE 5D177			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.101(a)(3); Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to make the following changes: 1) Extend POP for CLIN 0020 and CLIN 0060; 2) Administrative correction to update Section J Attachments SOW and GR&A 3) Revise Section J Attachment 10 - Performance Based Payment Plan; 4) Update BETD Delivery Schedule; 5) Increase ceiling on CLINs 0001, 0020, and 0060. Please see summary of changes for more details.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) Contracts			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Contracting Officer	
(b)(6)			TEL: (b)(6) EMAIL: (b)(6)	
15C. DATE SIGNED 9/25/16			16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)	
			16C. DATE SIGNED 2016/09/29	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of P00054 is to implement the following changes:

- 1) POP extension on CLINs 0020 and 0060 to 31 December 2017 for definitization of BETD in reference to LMSSC TCHSS0005.
- 2) Administrative correction to Section J – Attachment I - SOW and Attachment 13 -GR&A to current version as of 15 September 2016
- 3) Section J - Attachment 10 Performance Based Payment Plan is hereby revised to the current version as of this modification.
- 4) Revise Section F Delivery Schedule to:  
MRBM T3 SS#2a – FTM-27E2 – BETD 1<sup>st</sup> Qtr FY18  
MRBM T3 SS#4 – FTM-27E1 – BETD 1<sup>st</sup> Qtr FY17
- 5) As a result of definitization of BETD in reference to LMSSC TCHSS0005, the following ceilings are increased:  
The ceiling on CLIN 0001 is hereby increased by (b)(4) to (b)(4)  
The ceiling on CLIN 0020 is hereby increased by (b)(4) to (b)(4)  
The ceiling on CLIN 0060 is hereby increased by (b)(4) to (b)(4)
- 6) As a result of this modification the total cost of the contract has increased by (b)(4) to (b)(4)

All other terms and conditions remain unchanged.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0020

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

CLIN 0060

The unit price amount has increased by (b)(4) from (b)(4) to (b)(4)  
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0020 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 15-SEP-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0060 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 15-SEP-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following have been modified:

DELIVERY SCHEDULE

Item	BETD
MRBM T3 SS#1	1 <sup>st</sup> Qtr FY15
MRBM T3 SS#2a - FTM-27E2	1 <sup>st</sup> Qtr FY18
MRBM T3 SS#3	4 <sup>th</sup> Qtr FY15
eMRBM SS#1	4 <sup>th</sup> Qtr FY15
MRBM T3 SS#4 - FTM-27E1	1 <sup>st</sup> Qtr FY17
FMA	2 <sup>nd</sup> Qtr FY16

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 15 September 2016 (P00053)	30
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule (P00054)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00053)	08
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00046)	03
Attachment 17 Task Instruction Registry (P00046)	06
Attachment 18 Price List Options I Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1 CONTRACT ID CODE <b>J</b>	PAGE OF PAGES <b>1   13</b>
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2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)
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6 ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE <b>HQ0147</b>	7 ADMINISTERED BY (Other than item 6) OCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040	CODE <b>S0107A</b>
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8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35895-1930	9A AMENDMENT OF SOLICITATION NO
	9B DATED (SEE ITEM 11)
	X 10A MOD OF CONTRACT/ORDER NO <b>HQ0147-14-C-0004</b>
	X 10B DATED (SEE ITEM 13) <b>09-Dec-2013</b>

CODE **5D177** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**See Schedule**

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3); **Mutual Agreement of the Parties**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UIC section headings, including solicitation/contract subject matter where feasible)  
Modification Control Number **(b)(6)**

The purpose of this modification is to implement the following changes: 1 - Provide incremental funding (see Purpose Statement); 2 - Exercise Option CLIN 0012 and provide funding in the amount of **(b)(4)**; 3 - Task instruction incorporation; 4 - PoP extensions (see Purpose Statement); 5 - Update Attachment 10 - PBP Event Schedule; 6 - Increase ceiling on CLIN 0052 by **(b)(4)**. All other terms and conditions remain unchanged.

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

15A NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b> Contracts Negotiator Senior Staff	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL _____ EMAIL _____
15B CONTRACTOR/OFFEROR <b>(b)(6)</b> (Signature of person authorized to sign)	15C DATE SIGNED <b>11/30/2016</b>
16B UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00055	3. EFFECTIVE DATE 05-Dec-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3); Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to implement the following changes: 1 - Provide incremental funding (see Purpose Statement); 2 - Exercise Option CLIN 0012 and provide funding in the amount of (b)(4); 3 - Task Instruction incorporation; 4 - PoP extensions (see Purpose Statement); 5 - Update Attachment 10 - PBP Event Schedule; 6 - Increase ceiling on CLIN 0052 b (b)(4). All other terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACT SPECIALIST		
		TEL: (b)(6)	EMAIL: (b)(6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(6)		08-Dec-2016
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of modification P00055 is to implement the following changes:

1 – Incremental Funding in the amount of (b)(4) has been provided as indicated below:

CLIN 0001 -	(b)(4)	PR HQ0147754765
CLIN 0011 -		PR HQ0147754852
CLIN 0012 -		PR HQ0147755664
CLIN 0020 -		PR HQ0147755681
CLIN 0052 -		PRHQ0147754920
CLIN 0060 -		PR HQ0147755865
CLIN 0064 -		PR HQ0147755699
CLIN 0071 -		PR HQ0147754565
CLIN 0083 -		PR HQ0147755263

2 – Option CLIN 0012 is hereby exercised for a period of performance from 1 January 2017 through 31 December 2017.

3 – Incorporate the following Task Instructions (TI):

- TI - 22-0031 Rev 8
- TI - 22-0034 Rev 4
- TI - 22-0035 Rev 10
- TI - 22-0038 Rev 3
- TI - 22-0039 Rev 2
- TI - 22-0040 Rev 2c
- TI - 22-0041
- TI - 22-0043 Rev 1
- TI - 43-0004 Rev 4
- TI - 43-0012 Rev 2
- TI - 43-0013
- TI - 52-0003 Rev 5
- TI - 52-0005 Rev 3
- TI - 52-0006 Rev 1
- TI - 64-0003 Rev 3
- TI - 71-0021 Rev 7
- TI - 71-0023
- TI - 83-0001 Rev 7

4 – Period of Performance (PoP) Extensions have been issued, at no additional cost to the Government for the following CLIN's as indicated below:

- CLIN 0022 – PoP end date of 31 Dec 2017
- CLIN 0043 – PoP end date of 31 Dec 2017
- CLIN 0064 – PoP end date of 31 Dec 2017
- CLIN 0071 – PoP end date of 31 Dec 2017
- CLIN 0083 – PoP end date of 31 Dec 2017

5 – Update Section J Attachment 10, Performance Based Payment Event Schedule

6 – Increase ceiling on CLIN 0052 by (b)(4)

7 – All other terms and conditions remain unchanged.

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

.....  
The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

... CLIN 0012.  
..... The option status has changed from Option to Option Exercised.

... CLIN 0052.  
... The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
... The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
... The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

... SUBCLIN 000111 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000111	Inc Funding for CLIN 0001 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147754765			\$0.00	(b)(4)

---

NET AMT (b)(4)

ACRN BM  
CIN: HQ01477547650001

SUBCLIN 001102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001102	Inc Funding for CLIN 0011 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147754852				(b)(4)

---

NET AMT (b)(4)

ACRN BP  
CIN: HQ01477548520001

SUBCLIN 001201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001201	Incremental Funding for CLIN 0012 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755664			\$0.00	(b)(4)

---

NET AMT (b)(4)

ACRN BN  
CIN: HQ01477556640001

SUBCLIN 002004 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002004	Incremental Funding CLIN 0020 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755681				(b)(4)

---

NET AMT (b)(4)

ACRN BQ  
CIN: HQ01477556810001

SUBCLIN 005205 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005205	Incremental Funding for CLIN 0052 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147754920				(b)(4)

ESTIMATED COST  
FIXED FEE  
TOTAL EST COST + FEE (b)(4)

ACRN BP  
CIN: HQ01477549200001

SUBCLIN 006010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006010	Incremental Funding for CLIN 0060 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755865				(b)(4)
				NET AMT	(b)(4)
				ACRN BS CIN: HQ01477558650001	

SUBCLIN 006405 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006405	Incremental Funding for CLIN 0064 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755699				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	
				ACRN BR CIN: HQ01477556990001	

SUBCLIN 007105 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007105	Incremental Funding for CLIN 0071 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147754565				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BP CIN: HQ01477545650001				

SUBCLIN 008304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008304	Incremental Funding for CLIN 0083 CPFF FOB: Destination PURCHASE REQUEST NUMBER: HQ0147755263				(b)(4)
				ESTIMATED COST FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN BP CIN: HQ01477552630001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000111:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002004:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005205:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006010:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006405:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 007105:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 008304:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0022 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0043 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0064 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0071 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
---------------	----------	-----------------	--------

POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
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The following Delivery Schedule item for CLIN 0083 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 04-AUG-2015 TO 31-DEC-2016	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 04-AUG-2015 TO 31-DEC-2017	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000111:

Funding on SUBCLIN 000111 is initiated as follows:

ACRN: BM

CIN: HQ01477547650001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718 71TC 251

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001102:

Funding on SUBCLIN 001102 is initiated as follows:

ACRN: BP

CIN: HQ01477548520001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718 71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001201:

Funding on SUBCLIN 001201 is initiated as follows:

ACRN: BN

CIN: HQ01477556640001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718  
71TC 255

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 002004:

Funding on SUBCLIN 002004 is initiated as follows:

ACRN: BQ

CIN: HQ01477556810001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718 71TC 260

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 005205:

Funding on SUBCLIN 005205 is initiated as follows:

ACRN: BP

CIN: HQ01477549200001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006010:

Funding on SUBCLIN 006010 is initiated as follows:

ACRN: BS

CIN: HQ01477558650001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-TE-FY1718 71TC 260

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 006405:  
Funding on SUBCLIN 006405 is initiated as follows:

ACRN: BR

CIN: HQ01477556990001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-TE-FY1718  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 007105:  
Funding on SUBCLIN 007105 is initiated as follows:

ACRN: BP

CIN: HQ01477545650001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 008304:  
Funding on SUBCLIN 008304 is initiated as follows:

ACRN: BP

CIN: HQ01477552630001

Acctng Data: 044411 097 0400 000 N 20172018 D 2520 YG\_ST05P\_FY17 TC-U0-FY1718  
71TC 310

Increase: (b)(4)

Total: (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:  
SECTION J

Document Name

Pages

Attachment 1 TC Highly Specialized Services SOW dtd 15 September 2016 (P00053)	30
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 23 May 14 (P00013)	01
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule (P00055)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00053)	08
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00046)	03
Attachment 17 Task Instruction Registry (P00046)	06
Attachment 18 Price List Options 1 Jul 15 (P00035)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: J  
PAGE OF PAGES: 1 | 8

2. AMENDMENT/MODIFICATION NO.: *PO006*  
3. EFFECTIVE DATE: *21 Dec 2016*  
4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE  
5. PROJECT NO. (If applicable):

6. ISSUED BY: MISSILE DEFENSE AGENCY (MDA)  
CONTRACTS DIRECTORATE  
BLDG 5222 MARTIN RD  
REDSTONE ARSENAL AL 35898-0001  
CODE: HQ0147  
7. ADMINISTERED BY (If other than item 6): DCMA HUNTSVILLE  
1040 RESEARCH BLVD SUITE 100  
MADISON AL 35708-2040  
CODE: S0107A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):  
LOCKHEED MARTIN CORPORATION  
SPACE SYSTEMS COMPANY  
4800 BRADFORD DR NW  
HUNTSVILLE AL 35898-1800  
9A. AMENDMENT OF SOLICITATION NO.:  
9B. DATED (SEE ITEM 11):  
X 10A. MOD. OF CONTRACT/ORDER NO.: HQ0147-14-C-0004  
10B. DATED (SEE ITEM 13):  
X 08-Dec-2013

CODE: 5D177 FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  
 The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer  is extended.  is not extended.  
 Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;  
 or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
See Schedule

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3); Mutual Agreement of the Parties
- D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Modification Control Number: **(b)(6)**  
 The purpose of PO0066 is to implement the following changes: 1) Extend POP for CLIN 0082; 2) Update Attachments 4 - CSDR, 16 - Sections G-08 and G-09, 17 - TI Registry and 18 - Price List Options; 3) TI Incorporation; 4) Exercise Option CLIN's 0004 and 0007 and provide incremental funding; 5) Increase the ceiling on CLIN 0022 by **(b)(4)**. All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>(b)(6)</b> <i>Contracts</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>(b)(6)</b> <small>EMAA</small> <b>(b)(6)</b>
<b>(b)(6)</b> <small>(Signature or person authorized to sign)</small>	<b>(b)(6)</b>
15C. DATE SIGNED <i>12/20/16</i>	16C. DATE SIGNED <i>12/21/2016</i>

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE 21-Dec-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY.. (If other than item 6) DCMA HUNTSVILLE 1040 RESEARCH BLVD SUITE 100 MADISON AL 35758-2040		CODE S0107A
8. NAME AND ADDRESS OF CONTRACTOR. (No., Street, County, State and Zip Code) LOCKHEED MARTIN CORPORATION SPACE SYSTEMS COMPANY 4800 BRADFORD DR NW HUNTSVILLE AL 35805-1930			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-14-C-0004	
			X 10B. DATED (SEE ITEM 13) 09-Dec-2013	
CODE 5D177	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3); Mutual Agreement of the Parties				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) The purposed of P00056 is to implement the following changes: 1) Extend POP for CLIN 0082; 2) Update Attachments 4 - CSDP, 16 - Sections G-08 and G-09, 17 - TI Registry and 18 - Price List Options; 3) TI Incorporation; 4) Exercise Option CLINs 0004 and 0007 and provide incremental funding; 5) Increase the ceiling on CLIN 0022 by (b)(4) All other terms and conditions remain the same.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6) CONTRACTING OFFICER		
		TEL: (b)(6) EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY: (b)(6)	21-Dec-2016	
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

PURPOSE STATEMENT

The purpose of Modification P00056 is to implement the following changes:

- 1) Extend POP for CLIN 0082.
- 2) Update the following attachments:
  - Attachment 4 – CSDR Plan (P00056)
  - Attachment 16 Sections G-08 and G-09 (P00056)
  - Attachment 17 Task Instruction Registry (P00056)
  - Attachment 18 Price List Options (P00056)
- 3) Incorporation of the following TI's:
  - TI-22-0037 Rev 2
  - TI-22-0042 Rev 1
  - TI-22-0043 Rev 3
  - TI-43-0014
  - TI-52-0006 Rev 2
  - TI-52-0007
  - TI-71-0021 Rev 8
  - TI-71-0024 Rev 1
- 4) Exercise of the following option CLINs and provide incremental funding:
  - CLIN 0004 Program Management and Engineering (CY2017)
    - PR HQ0147756248 (b)(4)
  - CLIN 0007 Program Management Travel (CY2017)
    - PR HQ0147756251 (b)(4)
- 5) Increase ceiling on CLIN 0022 by (b)(4)

All other terms and conditions remain the same.

**SUMMARY OF CHANGES**

**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

CLIN 0004

The option status has changed from Option to Option Exercised.

CLIN 0007

The pricing detail quantity 1.00 has been added.  
The unit of issue Lot has been added.  
The option status has changed from Option to Option Exercised.

CLIN 0022

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)  
The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)  
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Incremental Funding for CLIN 0004 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147756248				(b)(4)
				NET AMT	(b)(4)
	ACRN BG CIN: HQ01477562480001				

SUBCLIN 000701 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701	Incremental Funding for CLIN 0007 FFP FOB: Destination PURCHASE REQUEST NUMBER: HQ0147756251				(b)(4)
				NET AMT	(b)(4)
	ACRN BG CIN: HQ01477562510001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000701:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0082 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 31-DEC-2016	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 01-JUL-2015 TO 30-JUN-2017	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: BG

CIN: HQ01477562480001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_SF05P\_FY16 TC-U0-FY1617 7ITC.251

Increase (b)(4)

Total (b)(4)

SUBCLIN 000701:

Funding on SUBCLIN 000701 is initiated as follows:

ACRN: BG

CIN: HQ01477562510001

Acctng Data: 044411 097 0400 000 N 20162017 D 2520 YG\_ST05P\_FY16 TC-U0-FY1617 71TC 251

Increase: (b)(4)

Total: (b)(4)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 15 September 2016 (P00053)	30
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 5 Oct 2016 (P00056)	02
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule (P00055)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00053)	08
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00056)	03
Attachment 17 Task Instruction Registry (P00056)	06
Attachment 18 Price List Options 13 Dec 2016 (P00056)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

CONTRACT ID CODE: **J** PAGE OF PAGES: **1** / **4**

2. AMENDMENT/MODIFICATION NO. **PXX157** 3. EFFECTIVE DATE **5 JAN 2017** 4. REQUISITION/PURCHASE REQ. NO. **SEE SCHEDULE** 5. PROJECT NO. (if applicable)

6 ISSUED BY CODE **HQ0147** 7 ADMINISTERED BY (if other than item 6) CODE **S0107A**  
 MISSILE DEFENSE AGENCY (MDA)  
 CONTRACTS DIRECTORATE  
 BLDG 5222 MARTIN RD  
 REDSTONE ARSENAL AL 35898-0001  
 DCMA HUNTSVILLE  
 1040 RESEARCH BLVD SUITE 100  
 MADISON AL 35758-2040

8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  
 LOCKHEED MARTIN CORPORATION  
 SPACE SYSTEMS COMPANY  
 4800 BRADFORD DR NW  
 HUNTSVILLE AL 35895-1900

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MOD. OF CONTRACT/ORDER NO. **HQ0147-14-C-0004**  
 10B. DATED (SEE ITEM 13)  
 **09-Dec-2013**

CODE **5D177** FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (if required)**

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF **FAR 43.103(a)(3); Mutual Agreement of the Parties**

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 Modification Control Number: **(b)(6)**  
 The purpose of P00057 is to make the following changes: 1- the ceiling on CLIN 0083 is increased by **(b)(4)** 2- Attachment 16 is updated 3- POP extensions for CLIN 0002, 0003, 0032 and 0052. All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) **(b)(6) Contracts Negotiator** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **(b)(6)** EMAIL **(b)(6)**

15B. CONTRACTOR/OFFEROR **(b)(6)** 15C. DATE SIGNED **(b)(6)** 1/4/2017 16C. DATE SIGNED **1/5/2017**

(Signature of person authorized to sign)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

PURPOSE STATEMENT

The purpose of P00057 is to implement the following changes:

- 1- The ceiling on CLIN 0083 is hereby increased by (b)(4) from (b)(4) to (b)(4)
- 2- Update - Attachment 16 – Sections G-08 and G-09 (P00057).
- 3- PoP extension to 31 December 2017 for CLIN's 0002, 0003, 0032 and 0052.

All other terms and conditions remain the same.

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0083

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC



POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
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The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item for CLIN 0032 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2016	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 21-JAN-2014 TO 31-DEC-2017	N/A	MISSILE DEFENSE AGENCY (MDA) BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147

The following Delivery Schedule item has been added to CLIN 0052:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 20-JAN-2014 TO 31-DEC-2017	N/A	N/A FOB: Destination	

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

Document Name	Pages
Attachment 1 TC Highly Specialized Services SOW dtd 15 September 2016 (P00053)	30
Attachment 2 Exhibit A - Contract Data Requirement List (CDRLs) dtd 30 June 14 (P00014)	36
Attachment 3 DD Form 254 dtd 6 Dec 13	13
Attachment 4 CSDR Plan DD Form 2794 dtd 5 Oct 2016 (P00056)	02
Attachment 5 List of Government Furnished Property (GFP) dtd 1 Jul 15 (P00035)	301
Attachment 6 MDA OCI Policy Memo # 51 dtd 30 May 12	02
Attachment 7 Task Instruction Procedures (R1) dtd April 3, 2015 (P00032)	01
Attachment 8 Task Instruction Form dtd 17 Jan 14	01
Attachment 9 Labor Rates Table dtd 23 May 14 (P00013)	01
Attachment 10 Performance Based Payment Event Schedule (P00055)	16
Attachment 11 LMC FY14 Comprehensive SB Subcontracting Plan	62
Attachment 12 CSP Addendum Commitment Plan	02
Attachment 13 Contractual Ground Rules and Assumptions (P00053)	08
Attachment 14 Restricted Rights Assertions Table	07
Attachment 15 PCO Ltr Authorization For Rent Free Non-Interference Use dtd 17 Jan 14	01
Attachment 16 Sections G-08 and G-09 (P00057)	03
Attachment 17 Task Instruction Registry (P00056)	06
Attachment 18 Price List Options 13 Dec 2016 (P00056)	01
Attachment 19 Smart Attachment (P00034)	20

(End of Summary of Changes)

**From:** (b)(6)  
**To:**  
**Subject:** RFP HQ0147-13-R-0007 - Mission Critical/Essential Work  
**Date:** Monday, November 25, 2013 8:19:13 PM  
**Attachments:** [TCPC-13-497.Mission.Critical.Work.during.Bridge.pdf](#)  
**Importance:** High

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(b)(6)

LMSSC's response to the subject MDA request is hereby transmitted.

Your acknowledgement of receipt is requested.

Let me know if you would like to have further discussions.

Thank you,

(b)(6)

**From:** (b)(6)  
**Sent:** Monday, November 18, 2013 3:55 PM  
**To:** (b)(6)  
**Cc:** (b)(6) (X-THAAD Project Office); (b)(6) CIV MDA/TCM; (b)(6) CIV MDA/DAC; (b)(6) (X-THAAD Project Office); (b)(6)  
**Subject:** EXTERNAL: RFP HQ0147-13-R-0007 - Mission Critical/Essential Work

(b)(6)

Please see attached PCO letter.

Call if you have any questions.

Thanks,

(b)(6)

Deputy Director of Contracts (Acting)

Targets and Countermeasures

Missile Defense Agency

(b)(6)

(b)(6)

LOCKHEED MARTIN CORPORATION  
Lockheed Martin Space Systems Company  
4800 Bradford Drive  
P.O. Box 070017 Huntsville, AL 35807-7017



In Reply Refer To:  
TCPC-13-497  
25 November 2013

**Missile Defense Agency**

ATTN: (b)(6) Contracting Officer, (b)(6)  
Bldg 5222, Martin Road  
Redstone Arsenal, AL 35898

Subject: Request for Proposal (RFP) HQ0147-13-R-0007: Mission Critical/Essential Work during Bridge Period

Reference: (a) MDA Letter HQ0147-13-R-007 dated 18 November 2013: Same subject.  
(b) Targets and Countermeasures Highly Specialized Services (TCHSS) Proposal from Lockheed Martin Space Systems Company to MDA dated 18 October 2013

Enclosure: (1) Bridge Estimate for TCHSS

(b)(6)

It is the understanding of Lockheed Martin Space Systems Company (LMSSC) that the Government desires to execute a partial award of the Reference (b) proposal submittal in order to complete the negotiation and definitization of the respective proposal submittal. As such, LMSSC hereby responds to your Reference (a) letter with a Cost Plus Fixed Fee (CPFF) estimate for the mission critical/essential work for the timeframe of 9 December 2013 through 19 December 2013.

LMSSC's CPFF estimate is predicated upon being authorized under the initial award for the TCHSS at a Total Price of (b)(4) for the ten day period. Further details of this estimate are provided in Enclosure 1.

LMSSC labor is priced with the labor rate proposed for Task Instructions under the Reference (b) proposal for the respective timeframe. It is our understanding that MDA desires to make this partial award at a value and funding of (b)(4) or less, which equates to approximately 8 days based on the enclosed estimate.

(b)(4)

The following Ground rules and Assumptions are the basis of the enclosed estimate:

1. The Period of Performance begins 9 December 2013.
2. MDA will award contract value and funding for a single CPFF CLIN award under the TCHSS contract.
3. There are no deliverables for this Bridge period.
4. LMSSC will perform the tasks from the TCHSS Statement of Work that are mission critical/essential work tasks during this Bridge Contract to the extent possible within existing funding and the stated period of performance.
5. Any further extension of the Bridge Contract is subject to a mutual agreement between MDA and LMSSC.
6. The contract award for this "Bridge effort" is a Cost Plus Fixed Fee structure, consistent with the rates and pricing applicable to the Task Instructions for the respective timeframe.
7. The "Bridge Contract" effort is subject to the terms and conditions of the LMSSC Reference (h) proposal, Section 1.5.3 Exceptions to terms and conditions. .

If you have any technical/programmatic questions in regard to this transmittal, please contact (b)(6) (b)(6) for any contractual matters. .

Sincerely,  
**LOCKHEED MARTIN CORPORATION**  
**Lockheed Martin Space Systems Company**

(b)(6)

ENCLOSURE 1  
Bridge Estimate for TCHSS  
Lockheed Martin Proprietary

(b)(4)

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(b)(4)

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(b)(4)

A large rectangular area that has been redacted, leaving it blank.