

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO.: **P00001** 3. EFFECTIVE DATE: **12-Jun-2007** 4. REQUISITION/PURCHASE REQ. NO.: 5. PROJECT NO. (If applicable):

6. ISSUED BY: **NAVAL SEA SYSTEMS COMMAND
STOP 2050 1333 ISSAC HULL AVE SE
WASHINGTON NAVY YARD DC 20376-2050** CODE: **N00024** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY
1151 EAST HERMANS ROAD
P.O. BOX 11337
TUCSON AZ 85734-1337** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): X 10A. MOD. OF CONTRACT/ORDER NO.: **N00024-07-C-6119** 10B. DATED (SEE ITEM 13): X **14-May-2007**

CODE **15090** 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).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) **NAVSEA 5252.232-9104, Allotment of Funds (May 1993)**
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) 075451**
The PR number associated with this modification is **N00024-07-FR-47465**.
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)**
15B. CONTRACTOR/OFFEROR: **(b)(6)** 15C. DATE SIGNED: **(b)(6)** 16C. DATE SIGNED: **05-Jun-2007**
(Signature of person authorized to sign)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to Raytheon Company Contract N00024-07-C-6119 is to (1) incrementally fund Subline Item Number (SLIN) 000501 for long lead material for CLIN 0005 and (2) update the information for the COR. Accordingly, said contract is hereby modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, the CLIN structure for Items 0001 and 0005 are hereby restated as follows:

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>Qty</u>	<u>TARGET COST</u>	<u>TARGET FEE*</u>	<u>TOTAL TARGET COST PLUS FEE</u>
0001	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07)	27 Units	(b)(4)		
0005	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block 1A Initial Deployment Rounds for FMS Case JA-P-LUX	9 Units			

000501 ACRN AB

2. In accordance with the Limitation of Funds clause and the attached Financial Accounting Data sheet, funding is hereby provided as shown below:

<u>ITEM</u>	<u>EST COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>	<u>EST POP</u>
000501	(b)(4)			

3. Under SECTION G – CONTRACT ADMINISTRATION DATA, change the Contracting Officer’s Representative as follows

CONTRACTING OFFICER’S REPRESENTATIVE:

COMMANDER

(b)(6)

4. Under SECTION H – SPECIAL CONTRACT REQUIREMENTS, Clause H-2, NAVSEA 5252.232-9104 “ALLOTMENT OF FUNDS (May 1993)”, changes to paragraph (a) and (c) are made as shown below:

a) Under paragraph (a), restate the funding breakout table as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)		31 DEC 2007

(c) CLINs/SLINs 0005 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

5. The total amount obligated to this contract increases from (b)(4) by (b)(4) to (b)(4). Except as modified herein, all other terms and conditions of N00024-07-C-6119 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 21-Jun-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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) 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) NAVSEA 5252.232-9104, Allotment of Funds (May 1993)				
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) 076164 The PR Number associated with this modification is N00024-07-FR-47467				
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)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	(b)(6)		16C. DATE SIGNED 21-Jun-2007

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purposes of this modification to Raytheon Company Contract N00024-07-C-6119 are to (1) correct administrative errors in the basic contract; (2) create Subline Item Numbers (SLINs) 000102-000105 and (3) incrementally fund Subline Item Numbers (SLINs) 000101-000105 for long lead material for CLIN 0001. Accordingly, said contract is hereby modified as follows:

1. In the basic contract, under SECTION B, correct SLINS 000101 and 000501 from FFP to CPIF as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	ACRN AA				
	CPIF				
	FOB: Destination				
				NET AMT	(b)(4)
	ACRN AA				
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	ACRN AB				
	CPIF				
	FOB: Destination				
				NET AMT	(b)(4)
	ACRN AB				
	CIN: 00000000000000000000000000000000				

2. In the basic contract, correct Block 6 of the cover page to read as follows:

DCMA RAYTHEON TUCSON
PO BOX 11337
BLDG 801 M/S D4
TUCSON AZ 85734-1337

3. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, the CLIN structure for Item 0001 is hereby restated as follows:

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>Qty</u>	<u>TARGET COST</u>	<u>TARGET FEE*</u>	<u>TOTAL TARGET COST PLUS FEE</u>
0001	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07)	27 Units	(b)(4)		

- 000101 ACRN AA
- 000102 ACRN AC
- 000103 ACRN AD
- 000104 ACRN AE
- 000105 ACRN AF

4. In accordance with the Limitation of Funds clause and the attached Financial Accounting Data sheet, funding is hereby provided as shown below:

<u>ITEM</u>	<u>EST COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>	<u>EST POP</u>
000101	(b)(4)			31 DEC 2007
000102	(b)(4)			31 DEC 2007
000103	(b)(4)			31 DEC 2007
000104	(b)(4)			31 DEC 2007
000105	(b)(4)			31 DEC 2007

5. Under SECTION H – SPECIAL CONTRACT REQUIREMENTS, Clause H-2, NAVSEA 5252.232-9104 “ALLOTMENT OF FUNDS (May 1993)”, paragraph (a), the following breakout is restated to read as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)		31 DEC 2007
000102	(b)(4)		31 DEC 2007
000103	(b)(4)		31 DEC 2007
000104	(b)(4)		31 DEC 2007
000105	(b)(4)		31 DEC 2007

6. The total amount obligated to this contract increases from (b)(4) by (b)(4) to (b)(4) Except as modified herein, all other terms and conditions of N00024-07-C-6119 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 01-Oct-2007	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119		
			X 10B. DATED (SEE ITEM 13) 14-May-2007		
CODE 15090		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) 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: 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 _____ 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) 079151 The PR Number associated with this modification is N00024-07-FR-47471					
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)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED (b)(6)		16C. DATE SIGNED 02-Oct-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purposes of this modification to Raytheon Company contract N00024-07-C-6119 are to 1)create and incrementally fund Subline Number (SLIN) 000106, 2)update the information for the COR, and 3) update the SOW. Accordingly, said contract is modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, the CLIN structure for Item 0001 is hereby restated as follows:

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>Qty</u>	<u>TARGET COST</u>	<u>TARGET FEE*</u>	<u>TOTAL TARGET COST PLUS FEE</u>
0001	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block 08 Initial DeployACRNment Rounds SM-3 Blk IA (FY 07)	27 Units			(b)(4)
000101	ACRN AA				
000102	ACRN AC				
000103	ACRN AD				
000104	ACRN AE				
000105	ACRN AF				
000106	ACRN AG				

2. In accordance with the Limitation of Funds clause and the attached Financial Accounting Data sheet, funding is hereby provided as shown below:

<u>ITEM</u>	<u>EST COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>	<u>EST POP</u>
000106	(b)(4)			31 DEC 2007

3. Under SECTION G – CONTRACT ADMINISTRATION DATA, change the Contracting Officer’s Representative as follows:

CONTRACTING OFFICER’S REPRESENTATIVE:

COMMANDER

(b)(6)

4. Under SECTION H – CONTRACT REQUIREMENTS, Clause H-2, NAVSEA 5252.232-9104, “ALLOTMENT OF FUNDS(MAY 1993)”, paragraph (a), the following breakout is restated to read as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101 000102	(b)(4)		

000103
000104
000105
000106



31-DEC-07
31-DEC-07
31-DEC-07
31-DEC-07

5. Under SECTION J – LIST OF ATTACHMENTS, the following changes are made to Attachment 3, the Statement of Work:

(a) the following paragraph is hereby incorporated to the Statement of Work:

1.1.5.1.5.1 Material

The Contractor shall procure materials sufficient to assemble, test and deliver the required quantity of Seekers.

(b) the following paragraphs are hereby renumbered as follows:

1.1.5.1.5.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver the required quantity of Seekers. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.5.1.5.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Seekers.

6. The total amount obligated to this contract is increased from (b)(6) by (b)(6) to (b)(6) (Minor variations in amounts are due to rounding.) Except as modified herein, the terms and conditions of N00024-07-C-6119 remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 15-Oct-2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050		7. ADMINISTERED BY (If other than item 6) CODE DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X	10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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: 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 _____ 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) 852 The PR Number associated with this modification is N00024-07-FR-47478					
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)		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED (b)(6)		16C. DATE SIGNED 16-Oct-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to Raytheon Company contract N00024-07-C-6119 is to (1) transfer ceiling from Item 0001 to Item 0005 and (2) incrementally fund Subline Number (SLIN) 000501 in support of the SM-3 Program. Accordingly, said contract is modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, the CLIN structure is hereby restated as follows subsequent to the transfer of (b)(4) in ceiling from Item 0001 to Item 0005:

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>Qty</u>	<u>TARGET COST</u>	<u>TARGET FEE*</u>	<u>TOTAL TARGET COST PLUS FEE</u>
0001	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block 08 Initial Deployment Rounds SM-3 Blk IA (FY 07)	27 Units			(b)(4)
000101	ACRN AA				
000102	ACRN AC				
000103	ACRN AD				
000104	ACRN AE				
000105	ACRN AF				
0005	Procure Long Lead Material (LLM) to support efforts required to fabricate, test and deliver SM-3 Block IA Initial Deployment Rounds for FMS Case JA-P-LUX	9 Units			
000501	ACRN AB				

2. In accordance with the Limitation of Funds clause and the attached Financial Accounting Data sheet, funding is hereby provided as shown below:

<u>ITEM</u>	<u>EST COST</u>	<u>FIXED FEE</u>	<u>TOTAL</u>	<u>EST POP</u>
000501	(b)(4)			31 DEC 2007

3. The total amount obligated to this contract is increased from (b)(4) by (b)(4) to (b)(4). (Minor variations in amounts are due to rounding.) Except as modified herein, the terms and conditions of N00024-07-C-6119 remain unchanged and in full force and effect.

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE SEE BLK 16C	4. REQUISITION/PURCHASE REQUISITION NO. N00024-08-FR-47690	5. PROJECT NO. 08-452-47690
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6. ISSUED BY NAVAL SEA SYSTEMS COMMAND Buyer/Symbol: (b)(6) 1333 ISAAC HULL AVE, SE MS 2050 WASHINGTON NAVY YARD, DC 20376-2050 (b)(6)	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA RAYTHEON TUCSON PO BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	CODE S0305A
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) RAYTHEON COMPANY 1151 E. HERMANS RD PO BOX 11337 TUCSON AZ 85734-1337 DUNS: 79-459-8573 CODE 15090	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER N00024-07-C-6119
		10B. DATED (SEE ITEM 13) 14 MAY 2007
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 is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation 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 separated letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 Attached Financial Accounting Data Sheet.

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

- (x) 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 data, 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:
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 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

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

15A. NAME AND TITLE OF SIGNER (Type or Print) (b)(6)		16A. NAME AND TITLE OF SIGNER (Type or Print) (b)(6)
15C. DATE SIGNED 11 FEB 2008		16C. DATE SIGNED 15 Feb. 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **65**

2. AMENDMENT/MODIFICATION NO.: **P00005** 3. EFFECTIVE DATE: **15-Feb-2008** 4. REQUISITION/PURCHASE REQ. NO.: 5. PROJECT NO.(If applicable):

6. ISSUED BY: **NAVAL SEA SYSTEMS COMMAND
STOP 2050 1333 ISSAC HULL AVE SE
WASHINGTON NAVY YARD D.C. 20376-2050** CODE: **N00024** 7. ADMINISTERED BY: (If other than item 6) CODE: **S0305A**
**DCMA RAYTHEON TUCSON
P.O. BOX 11337 BLDG 801
M/S D4
TUCSON AZ 85734-1337**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON COMPANY
1151 EAST HERMANS ROAD
P.O. BOX 11337
TUCSON AZ 85734-1337** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO. **X N00024-07-C-6119** 10B. DATED (SEE ITEM 13): **X 14-May-2007**

CODE **15090** 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: **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 _____ 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) 8842**
The FFR number associated with this modification is **N00024-08-FR-47690**

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)**
TEL: **(b)(6)** EMAIL: **(b)(6)**

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
(b)(6) **(b)(6)** **20-Feb-2008**
(Signature of person authorized to sign)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this Supplemental Agreement to N00024-07-C-6119 are to (1) increase the ceiling amounts for CLINs 0001, 0003, 0004, 0005, 0007, 0008, 0009 and 0012; (2) provide additional funding for Subline Item Numbers (SLINs) 000101, 000301, 000501, 000701 and 000801; (3) update Sections B-J, and (4) update Attachments 1-21. Accordingly, said contract is hereby modified as follows:

1. The following contract sections are deleted in their entirety and replaced with the provided contract sections:

- a. Section B – Supplies or Services and Prices/Cost
- b. Section C – Description/Specifications/Work Statement
- c. Section D – Packaging and Marking
- d. Section E – Inspection and Acceptance
- e. Section F – Deliveries or Performance
- f. Section G – Contract Administration Data
- g. Section H – Special Contract Requirements
- h. Section I – Contract Clauses
- i. Section J – List of Attachments

2. Replace the following contract exhibits and attachments:

- a. Exhibit A – Contract Data Requirements List, DD Form 1423
- b. Attachment 3 – Statement of Work
- c. Attachment 6 – SM-3 Program Schedule

3. Incorporate the following contract attachments:

- a. Attachment 1 – CDRL Addressee List
- b. Attachment 2 – CDRL Distribution List
- c. Attachment 5 – Manufacturing Components Parts List
- d. Attachment 6 – SM-3 Program Schedule
- e. Attachment 7 – Vertical Launching System Canister/STANDARD Missile Processing
- f. Attachment 9 – Government Furnished Equipment (GFE) and Special Test Equipment Lists
- g. Attachment 10 – MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provision”, with Change 1
- h. Attachment 11 – ECP Leader Instruction
- i. Attachment 12 – MD 57579 SM-3 AUR Processing Requirements
- j. Attachment 14 – Work Breakdown Structure
- k. Attachment 15 – Work Breakdown Structure Dictionary
- l. Attachment 16 – Shipping Instruction Data
- m. Attachment 17 – Block IA Configuration
- n. Attachment 18 – Cost and Software Data Reporting Plan DD2794
- o. Attachment 19 – FMS SM-3 Blk IA Configuration
- p. Attachment 21 Technical Data to be furnished with limited or Restricted Rights
- q. Attachment 22 – Flight Test Kits

4. As a result of the foregoing, the total estimated amount of the subject contract is hereby increased from

(b)(4)

5. The total amount obligated to this contract is increased from (b)(4) by (b)(4) to (b)(4)

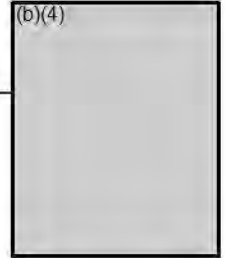
Except as modified herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		27	Unit		

CPIF
Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07)
FOB: Destination

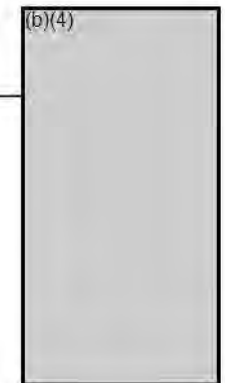
TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					

ACRN AA
CPIF
FOB: Destination

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	ACRN AC CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AC CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	ACRN AD CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AD CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	ACRN AE CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AE CIN: 00000000000000000000000000000000				

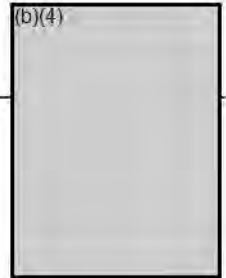
ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	ACRN AF CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AF CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	ACRN AG CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AG CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CPIF Data for Items 0001, 0003, 0004 (See Note A) - Not Separately Priced (NSP) FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 EXERCISED OPTION	CPIF Block TBD Initial Deployment Rounds SM-3 Blk IA (FY08) FOB: Destination	24	Unit		

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301	ACRN AA CPIF FOB: Destination				

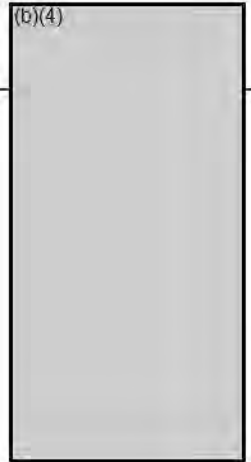
TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION		24	Unit		
	CPIF				
	Block TBD Initial Deployment Rounds SM-3 Blk IA Buy Back				
	FOB: Destination				

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE
0005		9	Unit	

CPIF
SM-3 Block IA Initial Deployment Rounds for FMS Case: JA-P-LUX
FOB: Destination

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET

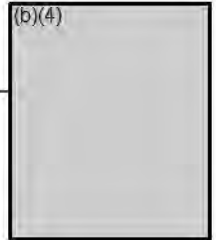


ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	ACRN AB CPIF FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AB CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CPIF Data for Items 0005, 0007, 0009 (See Note A) - Not Separately Priced (NSP) FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

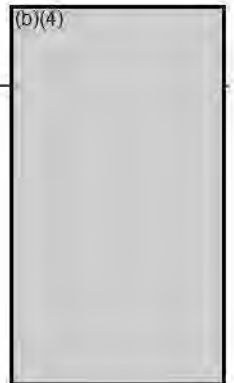
ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 EXERCISED OPTION	ACRN AH CPIF SM-3 Block IA Initial Deployment Rounds for FMS Case: JA-P-LVK FOB: Destination	9	Unit		

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701	CPIF FOB: Destination				

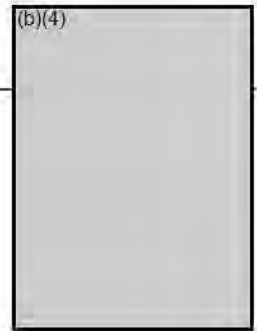
TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ACRN AH
CIN: 00000000000000000000000000000000

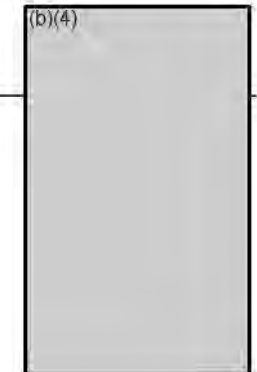
ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 EXERCISED OPTION	CPIF Manufacturing Components - US FOB: Destination				

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801	ACRN AA CPIF FOB: Destination				

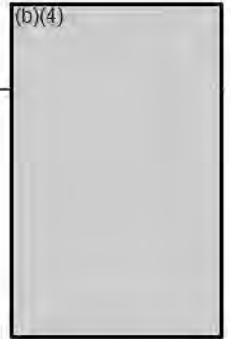
TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ACRN AA
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION		9	Unit		
	CPIF				
	SM-3 Block IA Initial Deployment Rounds for FMS Case: JA-P-LWA				
	FOB: Destination				

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET




ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION					
	CPIF				
	Manufacturing Components - FMS				
	FOB: Destination				

TARGET COST
TARGET FEE
TOTAL TGT COST + FEE
MINIMUM FEE
MAXIMUM FEE
SHARE RATIO ABOVE TARGET
SHARE RATIO BELOW TARGET



ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	CPIF Obsolete Parts FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	CPIF Flight Test Round Kits FOB: Destination	13	Unit		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

CLAUSES INCORPORATED BY FULL TEXT

NOTE B - Option item to which the option clause in SECTION J-2 applies and which is to be supplied only if and to the extent said option is exercised.

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0008, 0009 and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs

(b)(4)

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

(b)(4)

Target Fee

Maximum Fee

(b)(4)

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)

30 days ahead

60 days ahead

(b)(4)

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.

** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

SUMMARY:

Minimum Fee (min fee cost, no schedule)

Target Fee (target fee cost, 1 day ahead of schedule)

Maximum Fee (max fee cost, 60 days ahead of schedule)

(b)(4)

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0008, 0009 and 0012)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentive fees for achieving schedule as specified below.

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changed directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be basis for adjustment to the schedule specified should events dictate. Circumstances such as test plan changes may cause for such action.

Schedule Incentive: The fee payable under this contract shall be equal to (b)(4) of the target cost of each missile DD250'd one day before the contract delivery date, as stated in Attachment 6, which is the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the dues date is the next working day. Any missile delivered late to the contract required date shall earn (b)(4) fee.

- (1) The fee payable under this contract shall be increased by (b)(4) for every day, up to 60 days (for a maximum of an additional (b)(4) that a missile is DD250'd ahead of the contract required delivery date.
- (2) PD452 designated representative shall certify that the schedule has been met or notify the Contractor that delivery is late.
- (3) The date of accomplishment of the above will be determined by PD452 after receipt of Contractor provided evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. The PD452 determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

**CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)
(NAVSEA) (FEB 1997)**

This entire contract is cost type.

CLAUSES INCORPORATED BY FULL TEXT**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of (b)(4) or less at the time of final contract closeout. The term "residual dollar amount" shall include all

money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

CLAUSES INCORPORATED BY FULL TEXT

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (b)(4) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

CLAUSES INCORPORATED BY FULL TEXT

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Section C - Descriptions and Specifications

PART 1 – CONTRACT LINE ITEM DESCRIPTION

INTRODUCTION

The Contractor shall be the Round Design Agent (RDA) and assume responsibility for and complete missile buildup, flight test, and insertion. The following definitions apply:

All-Up-Round (AUR) - Encanistered Missile Round
Missile Round - Complete Missile less canister

This work statement consists of build –up of tactical missiles and flight test missiles. The Contractor shall maintain all documents described in Technical Instructions under Contract N00024-03-C-6111. The Contractor is not authorized to use Class I Ozone Depleting Substances during the execution of this contract.

The following references with applicable revisions shown below apply to SECTIONS C through I of this contract:

MILITARY STANDARDS/SPECIFICATIONS

The following documents shall be utilized to the extent specified herein:

MIL-STD-129P(3) Military Marking For Shipment and Storage dated 29 Oct 2004.

MIL-STD-130M Identification Marking of U.S. Military Property dated 2 Dec 2005.

MIL-HDBK-454A General Guidelines for Electronic Equipment dated 3 Nov 2000.

MIL-STD-882D System Safety dated 10 Feb 2000.

MIL-STD-1285D Marking of Electrical and Electronic Parts dated 7 Sep 2004.

MIL-STD-1686C Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices) dated 25 Oct 1995.

OTHER DOCUMENTATION

The following documents shall be utilized to the extent specified herein:

ISO Q9001-2000 Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing dated 13 December 2000

ASTM D 3951-98 (2004) Standard Practice for Commercial Packaging dated 2004.

DoD 5000.4-M-1 Interim Contractor Cost Data Reporting (CCDR) Manual dated July 2003

DoD 5000.4-M-2 Interim Software Resources Data Report Manual dated 20 February 2004

DoD 5000.1-M Standard for Security & Operations at Acquisition Facilities

DoD 5220.22-M National Industrial Security Program – Operating Manual, dated Feb 2006 and Supplemental dated Dec 1994

G670390 Naval Sea Systems Command Prime Item Development Specification (PIDS) for STANDARD Missile 3 (SM-3) Missile, Revision A dated 3 October 1997, amended by approved NORs 5047132 and 5047201

G670851 Integrated Ground Test and Evaluation Plan (IGTEP) for Aegis LEAP Intercept Flight Demonstration Program SM-3, Revision B dated July 1997

IEEE/EIA 12207 Information Technology – Software Life Cycle Processes, dated 27 May 1998

MD 56145 Test Equipment Secondary Change Control Board Configuration Management Plan dated 14 July 1995

MD 56303 Test Requirements Document for Encanistered SM-2 BLOCK IV and VLS Canister MK 21 MOD 0, dated 18 May 1993

MD 56658A Naval Weapons Station and Contractor Support Facility Tracking and Handling Procedures for STANDARD Missile IOM's, ITM's and Special Project Hardware

MD 57104A Change 1 STANDARD Missile Program Quality and Reliability Program Provisions for SM-2 dated 26 June 2000

MD 57579 SM-3 AUR Processing Requirements

NAVSEA S0300-BU-GYD-010 Government Industry Data Exchange Program (GIDEP) Contractor Requirements Guide dated November 1994

NAVSEA SW020-AC-SAF-010/020/030 Transportation and Storage Data for Ammunition, Explosives and Related Hazardous Materials dated 15 September 1992

NAVSEAINST 8020.8B Explosives Hazard Classification Procedures dated 5 January 1998

NAVSEAINST 8020.9B Ammunition and Explosives Personnel Qualification and Certification Program dated 21 May 2001

Army AR 55-355 Vol. 3 Defense Traffic Management Regulation; Transportation Facility Guide, Navy, The Marine Corps, and The Coast Guard, dated 01 February 1990

OD 31460, Rev 18
STANDARD Missile Major Parts Interchangeability Data dated 28 May 2003

OP-5 Ammunition and Explosive Ashore, Safety Regulations for Handling, Storing, Production, Renovation and Shipping

OR-68 Ordnance Requirement, Packing STANDARD Missile in Shipping and Storage Container

ST-890-D1-MMI-010 Intermediate Maintenance Activity System Operation and Maintenance Manual with Illustrated Parts Breakdown for Combined Missile Test Set, MK 680 MOD 1 dated 19 July 1995

SW820-AF-CMP-050 Description, Maintenance, and Repair Parts Breakdown Surface Vertical Launch System Support Equipment

INST-SM3-008 Raytheon Missile Systems SM-3 Critical Handling Process dated 4 April 2006.

SECURITY

The Contractor shall implement a Security Program that is compliant with the requirements of Attachment 4, DOD 5200.1 M, Chapter 7 and Attachment 3. Security of the Contractor's electronic media shall be in accordance with the above documents

GOVERNMENT TECHNICAL REPRESENTATIVE

The Contractor shall make provisions for a Government Technical Representative(s) to be resident at each Contractor facility where program management functions reside and missile hardware/software is produced. The Contractor shall make available support services and office space for resident Government personnel, to include the following:

- (a) Office space and furnishings to include desks, chairs and file cabinets,
- (b) Facility mail service with a code designated for the Government agent,
- (c) Utilities and separate telephone lines through a facility exchange,
- (d) Transportation of Government personnel in restricted areas,
- (e) Janitorial services,
- (f) Access to all development, test and integration laboratories.

MEETINGS AND REVIEWS

The Contractor shall support the periodic management reviews specified herein. The purpose of these reviews will be for the Government to monitor program progress and technical risk. The Contractor's support may include hosting, conducting, participating in, creating agenda for, preparing minutes for, and responding to action items.

a. In Process Reviews (IPRs)

The Contractor shall conduct, at the Contractor's facility comprehensive Government chaired In Process Reviews (IPRs) at approximately six (6) month intervals.

b. Permit to Ship Reviews, Mission Control Panels, Range Readiness Reviews, and Mission Readiness Reviews.

The Contractor shall support Government conducted Permit to Ship Reviews, Mission Control Panels and Mission Readiness Reviews. The Contractor shall prepare and present appropriate data, reports, configuration lists, simulation results, hardware status, pedigree status, and other related information with sufficient lead time for review by the Government.

c. Post Flight Test Reviews

The Contractor shall support post flight test reviews conducted as applicable. These reviews will be conducted for the purpose of determining results of the test and the data available for analysis. The Contractor shall be responsible for presenting the flight performance results.

d. Integrated Product Team (IPT) and Working Group Meeting

The Contractor shall participate in and support, at various Government/Contractor facilities, IPT and working group meetings.

e. Integrated Baseline Review (IBR). The Contractor shall host one (1) IBR within approximately six months of contract award. The objective of the IBR is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning, to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. Additionally, the Contractor shall provide

information necessary to explain and describe to the Government how the CPR requirements are being implemented.

Government Furnished Equipment (GFE)

The Contractor shall track and manage GFE. The Contractor shall provide an electronic status report, in accordance with the applicable CDRL, describing the condition and usage status of GFE received under this contract. In the report, the Contractor shall also document part numbers and National Stock Numbers (NSNs), when available, and justify any requested changes in availability compared to the GFE schedule in the contract.

The Contractor shall repair and test GFE items as required to support program test and flight hardware. The Contractor shall modify as required, fabricate and checkout Special Test Equipment in sufficient quantity to support avionics suite, guidance section kinetic warhead, third stage, round level testing, and field level testing for the Special Test Equipment identified in Attachment 9.

COST MANAGEMENT

The Contractor shall implement, maintain, and submit a Cost Performance Report (CPR) for CLINs 0001 and 0005 and if options are exercised, Option Items 0003, 0004, 0007, 0009, 0008 and 0012

a. Cost Performance Report (DI-MGMT-81466A)

The Contractor shall:

1. Establish, implement, maintain and submit a Cost Performance Report (CPR) with conforms to the criteria established by DoD 5000.2-R, Section 6.4 and Appendix VI. The Contractor shall submit CPRs in accordance with the applicable Contract Data Requirements List (CDRL). If the Contractor elects to change procedures during contract performance which will affect CPR data or reporting, then the Contractor shall submit notification and description of such change, with an explanation of the reasons to the ACO, prior to submission of any contractually required reports that contain information derived from the modified procedures. In addition, the Contractor shall pass down to the subcontractor(s) the CPR requirement when the subcontractor(s) estimated value is at least (b)(4). The Contractor shall limit the organizational categories under Format 2 to the prime Contractor and its prime subcontractor(s).

2. Report cost at the lowest CWBS level necessary to reach manageable units of functional tasks and utilize the CPR reporting levels listed in Attachment 14. The Contractor shall identify in the CWBS the major elements of work that are to be subcontracted.

3. Provide the following threshold requirements and variance analysis in Format 5:

(a) Provide a summary analysis that identifies significant problems affecting the entire program and indicates corrective action, including Government action if necessary.

(b) The Contractor shall identify the problem, its causes and task and/or program impact(s), and the corrective action planned or need or undertaken to resolve or mitigate the problem. Schedule variance analysis should address any critical path impacts. If explanations of cumulative variance are unchanged from month to month, they should not be repeated each month. The Contractor shall explain all reporting level variations that exceed the below listed thresholds.

DESCRIPTION	CURRENT MONTH	CUMULATIVE
Cost Variance (CV)	Five largest (b)(4)	Five largest to date (b)(4)
Schedule Variance (SV)	Five largest (b)(4)	Five largest to date (b)(4)

(c) Any change in the Variance at Completion (VAC) at the reporting level of more than (b)(4) and (b)(4) from the previous reporting level period shall be explained in Format 5.

(d) Any CWBS Level 1 direct or indirect cost variances will be analyzed in Format 5 to isolate that portion of the variances attributable to rates from that portion caused by base changes or usage variations.

b. Contractor Cost Data Reporting (CCDR) (DI-FNCL-81565A, DI-FNCL-81566A)

1. The Contractor shall establish, maintain and use in the performance of this contract a Contractor Cost Data Reporting (CCDR) System in accordance with DoD 5000.4-M-1 and the applicable CDRL. Prior to acceptance by the Contracting Officer and within ninety (90) calendar days after contract award, the Contractor shall be prepared to demonstrate the operation of its system to the Government. The Contractor agrees to provide access to all pertinent records, data and plans as requested by representatives of the Government for the conduct of the review. Contractor Cost Data Reports shall conform to the Work Breakdown Structure (WBS) specified in accordance with Attachment 15.

2. The description of the management systems accepted by the Contracting Officer, identified by the title and date, shall be referenced in the contract. Such systems shall be maintained and used by the Contractor in the performance of this contract.

3. Contractor changes to the accepted systems shall be submitted to the Contracting Officer for review and approval. The Contracting Officer shall advise the Contractor of the acceptability of such changes within sixty (60) days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the criteria, adjustments necessary to assure compliance will be effected at no change in contract price or fee.

4. The Contractor shall require that each selected Subcontractor, as mutually agreed to between the Government and the Contractor and as set forth in the schedule of this contract, shall meet the CCDR Systems criteria as set forth in the guide and shall incorporate in all such subcontracts adequate provisions for demonstration, review, acceptance and surveillance of Subcontractors' systems, to be carried out by the Government.

5. If the Contractor or Subcontractor is utilizing CCDR Systems that have been previously accepted, or is operating such systems under a current Memorandum of Understanding, the Contracting Officer may waive all or part of the provisions hereof concerning demonstration and review.

HAZARDOUS MATERIAL CONTROL AND MANAGEMENT

The production, testing, operation, and maintenance of STANDARD Missile-3 will include the use of hazardous materials at Contractor facilities resulting in the potential for environmental pollution including air, waste water, and solid wastes. The Contractor shall minimize the use of hazardous material in the SM-3 Program. Whenever hazardous materials are necessary, the Contractor shall be responsible for the implementation of a formal Hazardous Material Control and Management Program to ensure control of the environmental effects of the production, testing, operational and maintenance processes. In addition, the Contractor shall be responsible for the identification, justification, and documentation of all hazardous materials used. The Contractor shall identify the potential health hazards of the hazardous materials selected for STANDARD Missile application, and shall provide appropriate hazard mitigation measures to minimize personnel and environmental damage and exposure. The Contractor shall also identify all pollutants generated by each process (production, test, and operations) and appropriate disposal methods.

The Contractor shall establish hazard classifications for STANDARD Missile and shall follow the explosive hazard classification procedures in accordance with NAVSEAINST 8020.8B.

CRITICAL HARDWARE HANDLING

All Hardware with the potential to result in a major schedule impact if damaged, special high dollar items as determined by the program (such as one-of-a-kind articles),-or hardware whose handling poses a risk beyond routine handling operation personnel or equipment, shall be considered Critical Hardware. All higher lever assemblies with Critical Hardware incorporated into it shall be considered Critical Hardware. Program and production management shall jointly identify critical hardware. The Critical Handling process for the SM-3 Program is detailed in RMS Document Number INST-SM3-008.

Removing a piece of Critical Hardware from a workbench, vehicle, or fixture and lifting or moving it to another workbench, vehicle, or fixture constitutes a Critical Lift. Critical Lifts require a team of Authorized Lifters as detailed by Work Instructions. Critical Lifts may not be performed without direction from Work Instructions. If Critical Lift direction has not been incorporated into Work Instructions, the lift may proceed by using Critical Lift/Move Check Sheet for Lifts/Moves with Pending Work Instruction.

Item 0001 and if options are exercised, Option Items 0003 and 0004 – The Contractor shall fabricate, test and deliver twenty-seven (27) for CLIN 0001 or twenty-four (24) for CLINS 0003 and 0004 STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Section B and Attachment 6. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744.

The Contractor shall fabricate each SM-3 AUR for flight-testing to contain a Flight Termination System (FTS). The Contractor shall provide the SM-3 AURs (special test units) listed below:

HARDWARE UNITS FOR TEST	QTY	REMARKS
ITEM 0001	EA	
MANUFACTURING SURVEILLANCE		
MOTORS	EA	
Solid Divert and Attitude Control Systems		
(SDACS)	2	CLIN 0001, 0003 & 0004
Third Stage Rocket Motors (TSRM)	2	CLIN0001, 0003 & 0004
SDACS	1	SDACS from CLIN 0005, 0007,0009
TSRM	1	TSRM from CLIN 0005, 0007,0009
DELIVERABLE MISSILE UNITS		
ITEM 0001	EA	
Blk IA Rounds	27	
ITEM 0003		
Blk IA Rounds	24	
ITEM 0004		
Blk IA Rounds	24	
ITEM 0005	EA	
Blk IA Rounds (FMS Case JA-P-LUX)	9	
ITEM 0008		
MK 72 Boosters	14	
ITEM 0007		
Blk IA Rounds (FMS Case JA-P-LVK)	9	
ITEM 0009		
Blk IA Rounds (FMS Case JA-P-LUX)	9	
ITEM 00012		
Flight Test Kits	13	

Item 0002

The Contractor shall furnish data for Items 0001, and if options are exercised, Option Items 0003 and 0004. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0005

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744. The FMS Case is JA-P-LUX and the LOA period of performance is September 2005 through February 2009. Only costs unique to FMS case JA-P-LUX may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. (b)(4)

(b)(3)-22 USC §2778(e) Sec 38(e)

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LUX may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0006, if exercised

The Contractor shall furnish data for Items 0005, and if options are exercised, Option Items 0007 and 0009. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0007

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744. The FMS Case is JA-P-LVK and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LVK may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250.

(b)(3)-22 USC §2778(e) Sec 38(e)

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LVK may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Items 0009, if exercised

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744.

Option Items 0008 and 0010, if exercised

Material

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in Attachment 5, SM-3 Repair Parts that meet the performance requirements of the appropriate SM-3 Prime Item Development Specification G670390. The Contractor shall ensure that all Government approved production Class II changes, as of six months prior to final delivery, are incorporated in the deliverable hardware.

Interchangeability

The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement.

As Built Configuration Data

The Contractor shall prepare and deliver As Built Configuration Data for each end item.

Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Manufacturing Components.

Option Item 0011, if exercised

The Contractor shall provide support for the manufacturing of the Block IA missile. This support shall include procurement of components for the purpose of mitigating and replacing obsolete missile subsystems. The Contractor shall continue updating the obsolete parts list for Block IA missile and make lifetime buys, as required.

Option Item 0012, if exercised

The Contractor shall procure, assemble, inspect, test and deliver 13 flight test kits as defined in Attachment 22 for converting tactical rounds into flight test missiles.

CLAUSES INCORPORATED BY FULL TEXT

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Naval Ordnance Logistics Center (NOLSC) shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;

- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993) (MODIFIED AUG 2007)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1), or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer

and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

Section D - Packaging and Marking

Items 0001, and 0005, and, if options are exercised, Option Items 0003, 0004, 0007 and 0009 – Items, except for AURs, shall be prepared for shipment in accordance with ASTM D 3951-98.

The Contractor shall package Flight Test AURs in accordance with Attachment 7, and mark each AUR in accordance with Attachment 12.

The Contractor shall ship Guidance, Control and Airframe (G,C&A) Sections/components from the factory to the AUR facility, and return, using applicable G,C&A shipping containers or in accordance with ASTM D 3951-98(2004). The Contractor shall obtain a Certificate of Equivalence (COE) for all shipping in accordance with ASTM D 3951-98(2004).

1. Missiles

Missiles shall be prepared for shipment or storage in accordance with the applicable STANDARD Missile packing document using the applicable OR-68/TBD as guidance. The following documentation, comprising the Missile log, shall be provided with each Missile scheduled for shipment:

- a. Configuration Data Lists (Missile Sections and telemetry units);
- b. G/M Propulsion Unit Data Sheet;
- c. G/M Propulsion Unit History Sheet;
- d. Test Traveler Cards; and
- e. Common As Built System (CABS)

2. Missiles and Components

Missiles and components shall not be stored, issued, or shipped in unserviceable containers. Containers with minor damage may, however, be used for transporting or short-term storage within the assembly building, provided damage does not interfere with normal storage or with the securing of the item in the container. Damaged Missile Round containers may be repaired in accordance with the applicable OR-99B procedures. Damaged Missile Round containers and canisters shall be reported to the NAVAL SURFACE WARFARE CENTER (NSWC)/PORT HUENEME DIVISION (PHD), CODE A66 and PD452 for disposition instructions. Item 0002 and 0012 – All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995 with Change 1 dated 31 July 1997 and Change 2 dated 1 May 2000 and, when applicable, NISPOM Supplement 1 dated February 1995, Attachment 4.

For CLINs 0005, and if options are exercised, Option Items 0007 and 0009: DISTRIBUTION STATEMENT F applies: Distribution authorized to Japan Ministry of Defense (MOD)/DoD and Japan MOD/DoD contractors only (Distribution Limits are Effective Immediately). Other requests shall be referred to the Aegis Ballistic Missile Defense Program Directorate or the Project Managers (PMs).

ADDITIONAL MARKING REQUIREMENTS

MARKING

External marking of both containers and components using the guidance of MIL-STD-129P(3).

HAZARDOUS MATERIALS

Any hazardous materials to be furnished hereunder shall be prepared for transportation in accordance with the Performance Oriented Packaging Standards, as prescribed by the Department of Transportation's Title 49 CFR, Parts 107-178. The Contractor's signed certification that the packaging and markings conform to the requirements shall be incorporated on DD Form 250, "Material Inspection and Receiving Report," or other related acceptance document if DD Form 250 is not used.

MARKING AND PACKING

The Contractor shall mark all shipments under this contract using the guidance of MIL-STD-129P(3), as modified by the Special Shipping Marking and Packing Instructions, as well as Title 49 CFR. These markings are provided in NAVSEA SW020-AC-SAF-010/020/030. Any Competent Authority Approvals (CAAs) or Performance Oriented Packaging (POP) test markings that are not present in NAVSEA SW020-AC-SAF-010/020/030 shall be obtained from the COMMANDING OFFICER, ATTN CODE 712, NAVAL PHST CENTER, NSWC IHD DETACHMENT EARLE, COLTS NECK NJ 07722-5023.

1. Periodic Retesting of Hazardous Material Packages - Title 49 CFR 178.601(e) requires periodic retesting of all packages used for hazardous materials. All explosive material packages of less than 400 kilograms (882 pounds) net mass (item weight) require design testing and/or periodic retesting. The Contractor shall pass design qualification testing at the start of any new or different packaging. The COMMANDING OFFICER, , ATTN CODE 712, NAVAL PHST CENTER, NSWC IHD DETACHMENT EARLE, COLTS NECK, NJ 07722-5023 shall perform the Title 49 CFR required testing after First Article testing is complete. If the First Article testing is waived, then design testing and/or periodic retesting must be separately performed. If the production of hazardous material packaging extends more than twelve (12) months, then periodic retesting shall be performed at least once every twelve (12) months for combination packs. Metal drums require six (6) containers for POP testing. The testing facility shall keep all records of testing data for a minimum of two (2) years after test completion.

DEPARTMENT OF TRANSPORTATION (DOT) certification of the Testing facility is not required, however, the COMMANDING OFFICER, ATTN, CODE 412, NAVAL PHST CENTER, NSWC IHD DETACHMENT EARLE, COLTS NECK, NJ 07722-5023 shall review all noncertified tests to assure conformance with Title 49 CFR. The COMMANDING OFFICER, ATTN CODE 412, NAVAL PHST CENTER, NSWC IHD DETACHMENT EARLE, COLTS NECK NJ 07722-5023 is the Navy's explosive packaging test facility. Exemptions from periodic retesting may be available. Submit requests for exemption to the COMMANDING OFFICER, ATTN CODE 412, NAVAL PHST CENTER, NSWC IHD DETACHMENT EARLE, COLTS NECK, NJ 07722-5023.

2. Marking - Shipments, shipping containers and palletized unit loads shall be marked using the guidance of MIL-STD-129P(3).

3. Packing List(s) - A packing list (DD Form 250 may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment using the guidance of MIL-STD-129P(3). When a Line Item identified under a single stock number includes an assortment of related Items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related Items is included in the shipping container, a packing list identifying the contents shall be furnished.

4. Master Packing List - In addition to the requirements in paragraph 3 above, a master packing list shall be prepared where more than one (1) shipment, shipping container or palletized unit load comprise the Line Item being shipped. The master packing list shall be attached to the number one (1) container and so identified.

5. Part Identification - All Items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or National Stock Number (NSN). Use MIL-STD-129P(3) for guidance for marking of assorted (related-unrelated) Items.

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MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

For shipping purposes, the Contractor shall utilize the following Shipping Requisition Numbers for material shipped under CLIN 0005 of this contract:

<u>SLIN/Equipment</u>	<u>PDLI</u>	<u>Shipping Requisition Number</u>
(b)	(b)	(b)(3):10 USC §130,(b)(5)
(b)(3):10 USC §130		

Item 0005—Each box or parcel containing material shipped against this order, and all shipping documents, shall contain the following visible markings:

(b)(3):10 USC §130,(b)(5)

(b)(3):10 USC §130,(b)(5)

Item 0007—Each box or parcel containing material shipped against this order, and all shipping documents, shall contain the following visible markings:

(b)(3):10 USC §130,(b)(5)

For shipping purposes, the Contractor shall utilize the following Shipping Requisition Numbers and suffix codes for material shipped under CLIN 0007 of this contract:

<u>SLIN/Equipment</u>	<u>PDLI</u>	<u>Shipping Requisition Number</u>
(b)(3):10 USC §130	(b)	(b)(3):10 USC §130
(b)(3):10 USC §130		

Option Item 0009—Each box or parcel containing material shipped against this order, and all shipping documents, shall contain the following visible markings:

(b)(3):10 USC §130,(b)(5)

(b)(3):10 USC §130,(b)(5)

For shipping purposes, the Contractor shall utilize the following Shipping Requisition Numbers and suffix codes for material shipped under CLIN 0009 of this contract:

<u>SLIN/Equipment Number</u>	<u>PDLI</u>	<u>Shipping Requisition Number</u>
(b)(3)	(b)	(b)

Section E - Inspection and Acceptance

Items 0001 and 0005 and, if options are exercised, Option Items 0003, 0004, 0007 and 0009 – Inspection and acceptance, except for AURs, shall be at source in accordance with Attachment 3, or as specified in individual Technical Instructions.

The Contractor shall conduct acceptance testing for SM-3 AURs using the F 986/MK698/SM-3 Test Set and F 987 Telemetry Test Set in accordance with the Contractor’s documented acceptance test plans and procedures. The Contractor shall also conduct MK 72 Booster acceptance testing using the MK 691 Booster Test Set. In addition, the flight readiness of the Missile design and subsequent modifications shall be validated by HIL testing using an IOM. Inspection and acceptance shall be at destination in accordance with Attachment 3.

Items 0002 and 0006 – Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

Items 0001 and if options are exercised, Option Items 0003 and 0004 – Inspection for the purpose of final acceptance shall be documented on a DD Form 250, “Material Inspection Receiving Report (MIRR)” by a representative of the Government at the Contractor’s All-Up-Round (AUR) facility. A DD Form 250 is required.

Item 0005 (b)(3);10 USC §130
(b)(3);10 USC §130

Option Item 0007 (b)(3);10 USC §130
(b)(3);10 USC §130

Option Item 0009 (b)(3);10 USC §130
(b)(3);10 USC §130

CLAUSES INCORPORATED BY REFERENCE

52.246-3.	Inspection Of Supplies Cost-Reimbursement.	MAY 2001.	..
52.246-5.	Inspection Of Services Cost-Reimbursement.	APR 1984.	..
52.246-8.	Inspection Of Research And Development Cost Reimbursement.	MAY 2001.	..

Section F - Deliveries or Performance

All supplies to be furnished hereunder shall be delivered free of expense to the Government in accordance with instructions specified in clause FAR 552.247-29 "F.O.B. ORIGIN," at or near RMS AUR Camden and/or RMS FACO, Tucson for shipment as follows below. The Government will be responsible for paying for transportation between Government facilities.

Transportation of Navy owned ordnance material shall be accomplished in accordance with DOD 5100.76-M. The Navy implementing instruction is set forth in OP 2165.

All Contractor and Government owned data, software and hardware, including test equipment and fixtures, used on STANDARD Missile programs to be shipped by a Contractor shall be shipped at the Contractor's expense. Ship by most economical means to meet program schedules and requirements.

Items 0001 and 0005 and, if options are exercised, Option Items 0003, 0004, 0007 and 0009 - All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. ORIGIN," (FAR 52.247-29) at or near the Contractor's plant, Camden AK, for shipment at Government expense (normally on Government bill(s) of lading) in accordance with Attachments 6 and 3.

Items 0002 and 0006- The data to be furnished hereunder shall be delivered to the destinations and at the times specified in Exhibit A, Exhibit B, and Appendix B of Attachment 3.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the COR, with a copy to the cognizant Contract Administration Office. The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to the first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to AEGIS BMD PD452, with a copy to the cognizant Contract Administration Office. FMS item(s), if any, shall be shipped on a separate bill of lading and Interstate Commerce Act, Section 10721 rates do not apply.

The Government reserves the right to require the Contractor to Deliver-in-Place or otherwise store at no additional cost to the Government, any or all items until required for final delivery to the installation activity. In addition, phased delivery shall be accommodated and supported by the Contractor as required by the Government.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-65	F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

Section G - Contract Administration Data

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

PURCHASING OFFICE
REPRESENTATIVE:

COMMANDER
ATTN: (b)(6)
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP 2050
WASHINGTON NAVY YARD DC 20376
Telephone No. (b)(6)
Fax No. (b)(6)
Email Address: (b)(6)

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER
ATTN: (b)(6)
Aegis Ballistic Missile Defense (BMD) PD 452
17211 Avenue D, Building 1705
Dahlgren, VA 22448
Telephone No. (b)(6)
Fax No. (b)(6)
Email Address: (b)(6)

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

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INVOICE INSTRUCTIONS (NAVSEA) (JUN 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S0305A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA138</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:	(b)(6)

[Redacted]

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact (b)(6)

[Redacted]

Section H - Special Contract Requirements

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NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding (b)(4) When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP
P.O. Box 8000
Corona, CA 92878-8000

Phone: (951) 898-3207
FAX: (951) 898-3250

Internet: <http://www.gidep.org>

NAVSEA 5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of (b)(4) per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of (b)(4) submitted in support of a claim for equitable adjustment under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: N00024-96-C-5301, N00024-98-C-5364, N00024-02-C-5319 and N00024-03-C-6111 (See Attachment 9)

NAVSEA 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under Item(s) TBD of this contract:

Property acquired under contracts N00024-96-C-5301, N00024-98-C-5364, N00024-02-C-5319, and N00024-03-C-6111 (See Attachment 9)

NAVSEA 5252.245-9111 RENT FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (AS IS) (SEP 1990)

(a) The Contractor may use on a rent free basis, as necessary for the performance of this contract, Government production and research property (as defined in FAR 45.301) accountable under Contract(s) . The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use under this contract on an "as is" basis in accordance with the clause entitled "GOVERNMENT PROPERTY FURNISHED 'AS IS'" (FAR 52.245 19).

N00024-96-C-5301

N00024-96-C-5337
N00024-96-C-5353
N00024-98-C-5364
N00024-99-C-5373
N00024-99-C-5375
N00024-00-C-5390
N00024-00-C-5399
N00024-02-C-5312
N00024-02-C-5319
N00024-03-C-5330
N00024-03-C-6111
N00024-04-C-5342
N00024-04-C-5344
N00024-04-C-5350
N00024-04-C-5361
F33657-93-C-2257
HQ0276-08-C-0001

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

NAVSEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) _____. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

N00024-96-C-5301
N00024-96-C-5337
N00024-96-C-5353
N00024-98-C-5364
N00024-99-C-5373
N00024-99-C-5375
N00024-00-C-5390
N00024-00-C-5399
N00024-02-C-5312
N00024-02-C-5319
N00024-03-C-5330
N00024-03-C-6111
N00024-04-C-5342
N00024-04-C-5344
N00024-04-C-5350

N00024-04-C-5361
F33657-93-C-2257
HQ0276-08-C-0001

CLAIMS FOR DEFICIENT GOVERNMENT FURNISHED PROPERTY (MAY 1992)

Notwithstanding the terms of any other clause of this contract relating to Government Furnished Property, materials, components, subassemblies, units, subsystems, or systems manufactured, assembled, and delivered by the Contractor, its subsidiaries or subcontractors to the Government under prior or concurrent Government contracts, shall be the sole responsibility of the Contractor and shall not be the subject of claims or other equitable adjustments for deficient Government Furnished Property, whether provided for incorporation or facilities use. Property delivered from Government-controlled inventory shall be inspected by the Contractor to verify condition and suitability for use, and any deficiencies reported to the Contracting Officer will not be the responsibility of the Contractor. Further, the Contractor agrees that late delivery of Government Furnished Property for incorporation and facilities use under this contract shall not be the subject of claims or other requests for equitable adjustment, if the late delivery is due to late delivery from the Contractor, its subsidiaries or subcontractors. The Contractor expressly agrees that it is responsible for the adequacy, suitability, performance, and timely delivery of those items noted above provided by the Government under this contract.

REQUIRED SPECIAL TEST EQUIPMENT

Required Special Test Equipment included in the proposal data submitted to the Government is approved for procurement/fabrication in accordance with FAR 52.245-18.

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NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)	(b)(4)	29 FEBRUARY 2008
000102			29 FEBRUARY 2008
000103			29 FEBRUARY 2008
000104			29 FEBRUARY 2008
000105			29 FEBRUARY 2008
000106			29 FEBRUARY 2008
000301			31 MARCH 2008
000501			29 FEBRUARY 2008
000701			31 JULY 2009
000801			29 FEBRUARY 2008

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 0005 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-9 Alt II	Small Business Subcontracting Plan (Sep 2006) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	APR 2006

52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
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	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
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
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	AUG 2005
52.245-18	Special Test Equipment	FEB 1993
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	FEB 2000
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004

252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7001	Right Of First Refusal Of Employment--Closure of Military Installations	APR 1993
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
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	APR 2003
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian, Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.242-7003	Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
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CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of (b) percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed (b) percent of the applicable fee or (b)(4) whichever is less. The Contracting Officer shall release (b) percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by (b)(4) cents for every dollar that the total allowable cost is less than the target cost or decreased by (b)(4) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (b)(4) percent or less than (b)(4) percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
0004	30 April 2008
0009	29 February 2008
0012	30 April 2008

(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 option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to _____ [Contracting Officer complete in accordance with agency procedures].

(End of clause)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

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

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: (Insert list of applicable subcontractors.)

Alliant Techsystems Inc
(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or (b)(4) of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or (b)(4) of the total estimated cost of the contract.
- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (SEP 2006)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds (b)(4) for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

(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/these address(es):

FAR at <http://www.arnet.gov/far/> & DFARS at <http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid--types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is (b)(4) or more; and

(ii) The following items for which the Government's unit acquisition cost is less than (b)(4)

Contract line, subline, or exhibit line

item No. Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The "DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or

any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
 - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
 - (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		
TOTAL <hr/>		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J – LIST OF ATTACHMENTS

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423		29 pages (16 pages for US procurement, 13 pages for FMS procurement)
B	Contract Data Requirements List (CDRL), DD 1423		
	CDRL Glossary		
Attachment	Title	Date	Pages
1	CDRL Addressee List		
2	CDRL Distribution List		
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11	December 2007	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide		
5	Manufacturing Components Parts List		6
6	SM-3 Program Schedule		
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	Intentionally Left Blank		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists	10 January 2008	
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)		
15	Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
16	Shipping Instruction Data		
17	Block 1A Configuration		
18	Cost and Software Data Reporting Plan DD2794 18A – Raytheon DD2794 18B – ATK DD2794 18C – Boeing DD2794 18D – Honeywell DD2794 18E - Aerojet		
19	FMS SM-3 Blk IA Configuration	March 2006	2

20	Intentionally Left Blank		
21	Technical Data to be finished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
22	Flight Test Kits	N/A	1

**CONTRACT
FINANCIAL ACCOUNTING DATA SHEET**

1. CONTRACT NUMBER (CRITICAL) N0002407C6119		2. SPIIN (CRITICAL) P000		3. MOD (CRITICAL) 05		4. PR NUMBER N0002408FR47690.00								
5. CLIN/SLIN	6. LINE OF ACCOUNTING												(b)(4)	NAVY INTERNAL USE ONLY
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLASS	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. TT	J. PAA	K. COST CODE			REF DOC/ACRN
	PROJ UNIT	MCC	PDLI & SUF											
0001 01 0003 01 0008 01	AA	97 7 0400	8ACA	255	SA	452	0	068342	2D	000000	09091	000	0030	N0002407AF18ACA
											PAGE TOTAL:			
											GRAND TOTAL:			
PREPARED/AUTHORIZED BY:						COMPTROLLER APPROVAL						(g)(a)		
DATE : 18-DEC-2007														

**CONTRACT
FINANCIAL ACCOUNTING DATA SHEET**

1. CONTRACT NUMBER (CRITICAL) N0002407C6119		2. SPIIN (CRITICAL) P000		3. MOD (CRITICAL) 05		4. PR NUMBER N0002408FR47690.00									
5. CLIN/SLIN	6. LINE OF ACCOUNTING												7. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF. DOC/ACRN	
	A. ACRN (CRITICAL)	B. APPROPRIATION (CRITICAL)	C. SUBHEAD (CRITICAL)	D. OBJ CLASS	E. PARM	F. RFM	G. SA	H. AAA (CRITICAL)	I. TT	J. PAA	K. COST CODE				
											PROJ UNIT	MCC	PDLI & SUF		
0005 01	AB	97- 11 X 8242	8FJT	310	4Q	452	0	068342	2D	CCXT01	S54BR	425	101P	(b)(4)	N0002406PD50494 CASE: JA-LUX
0007 01	AH	97- 11 X 8242	80JU	310	4Q	452	0	068342	2D	CCXT01	E5472	425	101P		N0002407PD50200 CASE: JA-LVK
											PAGE TOTAL:				
											GRAND TOTAL:				
PREPARED/AUTHORIZED BY:							COMPTROLLER APPROVAL:								
														DATE : 09-JAN-2008	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that not withstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM ENGINEERING CHANGE PROPOSAL (ECP)		3. SUBTITLE PERMANENT (TOP LEVEL)		
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80639C		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION b. COPIES
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		Final Draft Reg Repr

16. REMARKS

BLOCK 5:
ATTACHMENTS 3 and 11 and applicable SECTION B CLINs.

BLOCK 8:
Initial submittal shall constitute the preliminary draft. This data item will be reviewed for technical content.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 10/12/13:
Submit not later than 30 days after the need for change becomes known and in accordance with ATTACHMENT 11. Revisions, as a result of technical office review comments, shall be submitted not later than 30 DARC.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01	
SEE 16	01	

G. PREPARED		H. DATE 12-14-07		I. APPROVE (b)(6)	
(b)(6)		(b)(6)		DATE 12-18-07	

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0180), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

N00024-07-C-6119
0005

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF. DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson			
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM REQUEST FOR DEVIATION (RFD)			3. SUBTITLE TEMPORARY (TOP LEVEL)		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80640C		5. CONTRACT REFERENCE SEE BLOCK 16			6. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE
7. DD250 REQ	8. DIST STATEMENT	10. FREQUENCY		12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION	
No	D	ASREQ		SEE BLOCK 16		b. COPIES	
9. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION		ii. ADDRESSEE	
A		N/A		SEE BLOCK 16		Final	

15. REMARKS

BLOCK 5:
ATTACHMENTS 3 and 11 and applicable SECTION B CLINs.

BLOCK 8:
Initial submittal shall constitute the preliminary draft for TOP LEVEL RFDs. TOP LEVEL RFDs will be reviewed for technical content.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 10/12/13:
Submit TOP LEVEL RFDs not later than 30 days after the need for deviation becomes known and in accordance with ATTACHMENT 11.
Revisions, as a result of technical office review comments, shall be submitted not later than 30 DARC.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

ii. ADDRESSEE		Final		
		Draft	Reg	Repro
MDA/AB	SEE 16		01	
			01	

(b)(6)

(b)(6)

H. DATE
12-14-07

J. DATE
12-18-07

04

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO. N00024-07-C-6119	F. CONTRACTOR Raytheon Missile Systems Tucson
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)	3. SUBTITLE Actual Cost of Work Performed (ACWP)	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A	5. CONTRACT REFERENCE	8. REQUIRING OFFICE MDA/AB	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION	b. COPIES
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9. APP CODE A	11. AG OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE	Final		
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16. REMARKS	MDA/AB		01	
	SEE 16		01	

BLOCK 4:
The Contractor shall provide CPR Formats 1 only for the first three reporting months after a new CLIN is invoked; thereafter Data Item A011 will apply

BLOCK 7:
Letter not required; submitted via electronically notification only.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCK 11:
This CPR shall be prepared on a monthly basis, due 17 working days after the close of the contractors accounting period.

BLOCK 12:
The first submission within 17 working days of the close of the contractors monthly reporting period when new CLINS are invoked

BLOCK 13:
Subsequent submittals are due 17 working days after the close of the contractor's subsequent accounting periods.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

G. PRI	(b)(6)	H. DATE 12/14/07	J. DATE 12-18-07	04
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM COST DATA SUMMARY REPORT (DD FORM 1921)			3. SUBTITLE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81565A		5. CONTRACT REFERENCE SEE BLOCK 16			6. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY ANPLY		12. DATE OF FIRST SUBMISSION 30 Apr 08		14. DISTRIBUTION b. COPIES	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16			13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE Draft Reg Repro	
18. REMARKS BLOCK 5: SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINS. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11/13: Submit subsequent reports according to the schedule specified in each Cost and Software Reporting Plan, ATTACHMENT 18. Submit Reports in accordance with the procedures outlined in CCDR Manual. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.				MDA/AB		D1	
				SEE 16		D1	
G. PREPARED		H. DATE 12-14-07		J. DATE 12-18-07		04	

(b)(6)

(b)(6)

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson				
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM FUNCTIONAL COST HOUR REPORT AND PROGRESS CURVE REPORT (DD FORM 1921-1)			3. SUBTITLE			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81566A		5. CONTRACT REFERENCE SEE BLOCK 16		8. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE		
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY ANPLY	12. DATE OF FIRST SUBMISSION 30 Apr 08		14. DISTRIBUTION			
9. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE	Final		
16. REMARKS BLOCK 5: SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINS. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11/13: Submit initial report not later than 180 DAC. Submit subsequent reports according to the schedule specified in each Cost and Software Reporting Plan, ATTACHMENT 18. Submit reports in Accordance with the procedures outlined in the CCDR Manual. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.					Draft	Reg	Repro	
					MDA/AB		01	
					SEE 16		01	
G. PREPARED BY		(b)(6)		H. DATE 12/4/07		DATE 12-18-07		

(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO. N00024-07-C-6119	F. CONTRACTOR Raytheon Missile Systems Tucson
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1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM CONTRACT FUNDS STATUS REPORT (CFSR)	3. SUBTITLE	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468	5. CONTRACT REFERENCE	8. REQUIRING OFFICE MDA/AB	19. ESTIMATED TOTAL PRICE
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7. DD250 REQ LT	9. DIST STATEMENT D	10. FREQUENCY QUARTELY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION
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8. APP CODE NO	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	6. ADDRESSEE	b. COPIES	
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16. REMARKS	MDA/AB		01	
	SEE 16		01	

Block 4:

- a. Contractor format is acceptable. Submittal shall be electronically using the ANSI ASC X 12 Transaction Set 839F, Project Cost Reporting, and Version 004010. The Government will have access, on an as-required basis, to electronic Contractor CFSR data.
- b. Report by CLIN in block 11 of CFSR. Reported by Government fiscal year in blocks 11b and 11c. CFSR data shall be reconciled to the Government's fiscal year (FY) end at 30 September if the contractor's FY does not coincide with the Government's.
- c. The "at completion" column of Block 12 shall be the contractor's Estimated Price at Completion (EPC) (including Government share of any projected overruns). Contractor shall include an attachment that reconciles the cumulative and at completion data from the CFSR with the associated data from the CPR for the same report period.
- d. Projections in blocks 12, 13, 14 of the CFSR shall be monthly for the first six months, then quarterly for the remainder of the fiscal year, then by fiscal year to contract completion.
- e. For block 15 of the CFSR, report actual payments received as a cumulative value for the period from contract award through the current report date. Include any pertinent information to explain a projected change in funding required or change to the EPC.
- f. The contractor will identify, in the remarks section of the CFSR, the dollar amount paid to date.

Block 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

Block 11: Last day of contractor's monthly accounting period.

Block's 12 & 13: The initial submission is required electronically within 90 days after first complete calendar quarter following contract award. Subsequent submissions shall be required electronically twenty-five (25) days after the end of each subsequent quarter government fiscal year period.

Block's 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

G. PREPARED	(b)(6)	H. DATE 12/4/07	(b)(6)	J. DATE 12-18-07	04
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM CONTRACT'S STANDARD OPERATING PROCEDURES		3. SUBTITLE EXPLOSIVE HANDLING CERTIFICATION TRAINING PROCEDURES		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81566A		5. CONTRACT REFERENCE SEE BLOCK 16		8. REQUIRING OFFICE IHD/NSWC 6220	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION b. COPIES	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	a. ADDRESSEE Final Draft Reg Repro	
16. REMARKS BLOCK 5: SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINs. BLOCK 8: Initial submittal shall constitute the preliminary draft. This data item will be reviewed for technical content by IHD/NSWC 4230E for PD452 BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 12/13: Submit Standard Operating Procedure revisions 30 Days after contract award. Revisions shall be submitted not later than 30 days after the need for change becomes known. Revisions, as a result of technical review comments, shall be submitted not later than 30 DARC. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.				MDA/JAB SEE 16	
				D4	
G. PREPARED BY (b)(6)		H. DATE 2148		DATE 12-18-07	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-8119		F. CONTRACTOR Raytheon Missile Systems Tucson				
1. DATA ITEM NO. A009	2. TITLE OF DATA ITEM STATUS OF GOVERNMENT FURNISHED EQUIPMENT (GFE) REPORT			3. SUBTITLE		17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80269		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE LHD/NSWC 6220		18. ESTIMATED TOTAL PRICE		
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY QTRLY	12. DATE OF FIRST SUBMISSION 10 DARP, SEE BLOCK 16		14. DISTRIBUTION b. COPIES			
8. APP CODE A	11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION 10 DARP, SEE BLOCK 16		Final			
16. REMARKS BLOCK 5: SECTIONS C and H and applicable SECTION B CLINs. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 12/13: Submit first report covering period of initial contract award through first complete calendar quarter following full award. Include those items located off-site at field activities. Submittal shall be prepared in a mutually agreed upon electronic spreadsheet format. Subsequent reporting periods shall coincide with calendar year quarters. BLOCKS 14/15: Provide a copy of the data in IDE format compliant format to PD452					a. ADDRESSEE		Final	
					MDA/AB SEE 16		Draft	
G. PREF					H. DATE 1240		J. DATE 12-18-07	

(b)(6)

(b)(6)

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-5119		F. CONTRACTOR Raytheon Tuscon	
1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Integrated Master Schedule		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81650		5. CONTRACT REFERENCE		8. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		17. PRICE GROUP
				18. ESTIMATED TOTAL PRICE	
				19. REMARKS	

The contractor shall provide the IMS per DID DI-MGMT-81650 except or as modified by the following:

Block 4: Modify paragraph 2.4.1.23 to read "The contractor shall submit Schedule Risk Assessments (SRA) and be prepared to actively participate in quarterly SRAs to identify and quantify milestone/event and task/activity level schedule risk. The contractor shall report optimistic, pessimistic, and most likely remaining durations for each **Critical Path and Near Critical Path** task/activity. The SRA will be performed on the **Program Critical Path** and the **Critical Path and Near Critical Paths** to selected critical milestones. The rationale used to establish the remaining durations should be documented.

- a. Test **Program Critical Path** – longest path through entire program
- b. Test **Critical Path** to next major milestone(s)
- c. Test **Near Critical Paths** to next major milestone(s)"

Modify paragraph 2.5 with "The first narrative submission is to provide the Basis and Assumptions (B&A) of the IMS. The B&A will outline all major program milestones and/or IMP events and document all associated programmatic schedule assumptions that were utilized in the development of the baseline plan. At a minimum, all monthly submissions will include a written schedule analysis to identify, document, and communicate changes of five (5) working days or greater to **Program Critical Path and Near Critical Path** task/activity actual start and/or actual finish date variances from submission to submission as well as IMP and/or major program milestone impacts or other major schedule risk areas. Work around and/or recovery schedules/plans, and associated impacts due to program changes shall also be provided. The schedule narrative shall address progress to date and discuss any significant schedule changes (i.e., added/deleted tasks, any significant logic revisions, and any/all programmatic schedule assumption change etc.)."

BLOCK 9:

Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

G. I		H. DATE 12/14/07		DATE 12-18-07	
				04	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	Form Approved OMB No. 0704-0188
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A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO. N00024-07-C-6119	F. CONTRACTOR Raytheon Tuscon
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1. DATA ITEM NO. A010	2. TITLE OF DATA ITEM Integrated Master Schedule cont'd	3. SUBTITLE	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81650	5. CONTRACT REFERENCE	6. REQUIRING OFFICE MDA/AB	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ No	8. DLT STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION b. COPIES
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9. APP CODE A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	14. ADDRESSEE
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<p>18. REMARKS</p> <p>Block 12: The first submission is due within 17 working days after the end of the first full accounting period following authorization to proceed. First submission shall include reporting to the Intermediate level schedule, at a minimum.</p> <p>Block 13: Subsequent submittals are due within 17 working days after the close of the contractor's accounting period, all schedule levels.</p> <p>Block 14: Data will be provided in contractor's approved scheduling system in its original format (e.g., Primavera, Open Plan Pro, Microsoft Project). Provide a copy of the data in IDE format compliant format to PD452</p> <p>Major critical non-Firm Fixed Price subcontracts with a dollar value greater than \$20M will have applied to them the requirements of DI-MGMT-81650, Integrated Master Schedule. IMS required from subcontractors will be integrated with the prime contractor's scheduling system. IMS' required from subcontractors will be provided in subcontractor's approved scheduling system in its original format.</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">MDA/AB</td> <td style="width:10%;">Draft</td> <td style="width:10%;">Reg</td> <td style="width:10%;">Repro</td> <td style="width:15%;"></td> </tr> <tr> <td>SEE 16</td> <td></td> <td>01</td> <td>01</td> <td></td> </tr> </table>	MDA/AB	Draft	Reg	Repro		SEE 16		01	01	
MDA/AB	Draft	Reg	Repro								
SEE 16		01	01								

G. PREPARED BY	(b)(6)	(b)(6)	H. DATE 12/18/07	DATE 12/18/07
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)		3. SUBTITLE		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION
8. APP CODE A		11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		b. COPIES
					Final
					Draft
					Reg
					Repr
19. REMARKS				MDA/AB	
Block 4:				SEE 16	
a. Contractor format is acceptable. In addition to a hardcopy submittal, electronic submission shall be made using ANSI ASC X 12 Transaction Set 839C, Project Cost Reporting, Version 004010, and a wlnsight compatible .tm file. The Government will have access to, on an as-required basis, electronic Contractor Cost Performance Report (CPR) data. Provide a copy of the data in IDE-compliant format to PD452.					
b. Reporting levels shall be IAW the contractor's Work Breakdown Structure (WBS). Format 1 reporting will normally be Level Three of the WBS, but lower levels may be required for areas of significant technical, cost and/or schedule risk.					
c. Current month cost (CV) and schedule variance (SV) explanations are required. Format 5 shall incorporate problem analyses and narrative explanations for Format 1 elements when cost/schedule variances fall within the following categories:					
<ul style="list-style-type: none"> • Current period cost variances exceeding (b)(4) • Current period schedule variances exceeding (b)(4) • Cumulative cost variances exceeding (b)(4) • Cumulative schedule variances exceeding (b)(4) • 5 largest variances at completion exceeding (b)(4) • Other cost and schedule variances or technical performance issues that are causing or are likely to cause significant schedule delays or cost overruns 					
d. All Budget at Completion (BAC) changes on Format 1 shall be explained in Format 5. All Management Reserve (MR) transactions, including the work scope to be covered by the MR, and the amount of MR distributed to the applicable WBS element shall be explained on Format 5. Undistributed Budget (UB) transactions shall be explained in a similar manner. The composition of UB, including ECP number and the associated contract modification dollar values (NTEs etc), shall also be listed in Format 5					
e. Formats 3 and 4 shall include identical forecast periods. These periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annually, or annually to completion. Any change in the Format 3 total Performance Measurement Baseline (PMB) and/or any change in the current or forecast periods that exceeds (b) shall be explained in detail in Format 5. Any change in current, forecast period, or total manpower for each Format 4 element, that exceeds (b) shall be explained in Format 5. Explanation of the changes to the PMB shall include the movement of scope, schedule and budget for all periods.					
G. PREPARED		(b)(6)		04	
		H. DATE 12/4/07		J. DATE 12/18/07	

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>	<i>Form Approved</i> OMB No. 0704-0188
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A. CONTRACT LINE ITEM NO.	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO.	F. CONTRACTOR Raytheon Missile Systems Tucson
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1. DATA ITEM NO. A011	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR) cont'd	3. SUBTITLE	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A	5. CONTRACT REFERENCE N00024-07-C-6119	6. REQUIRING OFFICE MDA/AB	8. ESTIMATED TOTAL PRICE
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7. DD250 REQ	9. DIST STATEMENT	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION
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8. APP CODE NO	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	b. ADDRESSEE
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16. REMARKS	Draft	Reg	Repro
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f. Specific corrective actions, forecasted closure date, and impact to the Estimate at Completion (EAC) shall be included in each variance narrative. Schedule variance narratives shall identify significant missed milestones, impact to major milestones, and expected recovery dates. Contractor shall go to lowest CWBS level necessary to completely explain the variances.

g. Format 2 of the CPR shall provide the contractor's functional breakdown structure (e.g. Engineering, Manufacturing, Program Management, Quality, Test). Material and major subcontractors shall be included as separate elements. No formal monthly variance analysis is required for Format 2; however, the contractor should be able to correlate the variances in Format 1 to Format 2.

h. The Government reserves the right to review and modify, through negotiations, the variance analysis requirements and reporting levels for Formats 1, 2, 3, and 4 during the performance of the contract, but no sooner than six months after contract award.

i. "Best case", "Worst case" and "Most Likely" EACs at the total contract level are required.

j. Major subcontractor CPRs or C/SSRs will be provided as an attachment to the contractor's CPR.

k. The Contractor will provide a "Flash Report" CPR to the Government within ten (10) days following close of the monthly accounting period. The "Flash Report" shall consist of Format 1 only.

Block 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

Block 11: The CPR shall be prepared on a monthly basis, due 17 working days after the close of the contractor's accounting period.

Block 12: Due NLT 25 calendar days after the end of the first complete accounting period subsequent to the contracting officer's authority to proceed (including undefinitized contracting actions).

Block 13: Formats 1, 2, 3, 4, and 5 are due 17 days after the accounting month close.

Blocks 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

G. PREPARED BY (b)(6)	H. DATE 2/18/07	I. DATE 2/18/07	J. DATE 2/18/07
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO. N00024-07-C-8119	F. CONTRACTOR Raytheon Missile Systems Tucson
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1. DATA ITEM NO. A012	2. TITLE OF DATA ITEM PERFORMANCE AND COST REPORT	3. SUBTITLE	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80912	5. CONTRACT REFERENCE SEE BLOCK 16	6. REQUIRING OFFICE MDA/AB	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION 90 DAC	14. DISTRIBUTION	b. COPIES
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8. APP CODE A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION 30 DARP	a. ADDRESSEE	Final	
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18. REMARKS	MDA/AB	01
	SEE 16	01

BLOCK 5:
SECTION C and applicable SECTION B CLINS.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 11:
Reporting period shall be the contractor's monthly accounting period.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

G. PREPARED BY	(b)(6)
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H. DATE	12/18/07
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04
DATE 12/18/07

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-5119		F. CONTRACTOR Raytheon Missile Systems Tucson		
1. DATA ITEM NO B001	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)		3. SUBTITLE Actual Cost of Work Performed (ACWP)			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION b. COPIES	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		# ADDRESSEE Draft Reg Repr	

16. REMARKS

BLOCK 4:
The Contractor shall provide CPR Formats 1 only for the first three reporting months after a new CLIN is invoked; thereafter Data Item A011 will apply

BLOCK 7:
Letter not required; submitted via electronically notification only.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCK 11:
This CPR shall be prepared on a monthly basis, due 17 working days after the close of the contractors accounting period.

BLOCK 12:
The first submission within 17 working days of the close of the contractors monthly reporting period when new CLINS are invoked

BLOCK 13:
Subsequent submittals are due 17 working days after the close of the contractor's subsequent accounting periods.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01		
SEE 16	01		

G. PREPARED BY (b)(6)		H. DATE 12/18/07		I. DATE 12/18/07		04	
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. B002	2. TITLE OF DATA ITEM COST DATA SUMMARY REPORT (DD FORM 1921)		3. SUBTITLE		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DJ-FNCL-81565A		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY ANNU	12. DATE OF FIRST SUBMISSION 30 Apr 08		14. DISTRIBUTION
				a. COPIES	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE
				Draft	Final
18. REMARKS BLOCK 5: SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINS. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11/13: Submit subsequent reports according to the schedule specified in each Cost and Software Reporting Plan, ATTACHMENT 18. Submit Reports in accordance with the procedures outlined in CCDR Manual. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.				MDA/AB	D1
				SEE 16	D1
G. PREPARED BY (b)(6)		H. DATE 12/14/07		J. DATE 12/18/07	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL RDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. B003	2. TITLE OF DATA ITEM FUNCTIONAL COST HOUR REPORT AND PROGRESS CURVE REPORT (DD FORM 1921-1)		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81566A		5. CONTRACT REFERENCE SEE BLOCK 16		9. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY ANNU	12. DATE OF FIRST SUBMISSION 30 Apr 08	14. DISTRIBUTION	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	18. ESTIMATED TOTAL PRICE	
				17. PRICE GROUP	

16. REMARKS

BLOCK 5:
SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINS.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 11/13:
Submit initial report not later than 180 DAC. Submit subsequent reports according to the schedule specified in each Cost and Software Reporting Plan, ATTACHMENT 18. Submit reports in Accordance with the procedures outlined in the CCDR Manual.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

14. DISTRIBUTION		b. COPIES	
ii. ADDRESSEE		Final	
Draft	Req	Repro	
MDA/AB	01		
SEE 16	01		

G. PREPARED		H. DATE 12/18/07		J. DATE 12/18/07	
(b)(6)		(b)(6)		04	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>		
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson		
1. DATA ITEM NO. B004	2. TITLE OF DATA ITEM CONTRACT FUNDS STATUS REPORT (CFSR)		3. SUBTITLE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468		5. CONTRACT REFERENCE		8. REQUIRING OFFICE MDA/AB		8. ESTIMATED TOTAL PRICE
7. DD250 REQ LT	9. DIST STATEMENT D	10. FREQUENCY QUARTELY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION	
8. APP CODE NO	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		b. COPIES	
				ii. ADDRESSEE		Final
				Dist		Reg
				Repro		

16. REMARKS

Block 4:

a. Contractor format is acceptable. Submittal shall be electronically using the ANSI ASC X 12 Transaction Set 839F, Project Cost Reporting, Version 004010. The Government will have access, on an as-required basis, to electronic Contractor CFSR data.

b. Report by CLIN in block 11 of CFSR. Reported by Government fiscal year in blocks 11b and 11c. CFSR data shall be reconciled to the Government's fiscal year (FY) end at 30 September if the contractor's FY does not coincide with the Government's.

c. The "at completion" column of Block 12 shall be the contractor's Estimated Price at Completion (EPC) (including Government share of any projected overruns). Contractor shall include an attachment that reconciles the cumulative and at completion data from the CFSR with the associated data from the CPR for the same report period.

d. Projections in blocks 12,13,14 of the CFSR shall be monthly for the first six months, then quarterly for the remainder of the fiscal year, then by fiscal year to contract completion.

e. For block 15 of the CFSR, report actual payments received as a cumulative value for the period from contract award through the current report date. Include any pertinent information to explain a projected change in funding required or change to the EPC.

g. The contractor will identify, in the remarks section of the CFSR, the dollar amount paid to date.

Block 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

Block 11: Last day of contractor's monthly accounting period.

Block 12 & 13: The initial submission is required electronically within 90 days after first complete calendar quarter following contract award. Subsequent submissions shall be required electronically twenty-five (25) days after the end of each subsequent quarter government fiscal year period.

Block s 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01	
SEE 16	01	

G. PREPARED BY (b)(6)		H. DATE 12/18/07		J. DATE 12/18/07	
				04	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)	Form Approved OMB No. 0704-0188
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A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT A	C. CATEGORY N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM AB SM-3 FMS Procurement	E. CONTRACT/PR NO. N00024-07-C-6119	F. CONTRACTOR Raytheon Missile Systems Tucson
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1. DATA ITEM NO. B005	2. TITLE OF DATA ITEM CONTRACT'S STANDARD OPERATING PROCEDURES	3. SUBTITLE EXPLOSIVE HANDLING CERTIFICATION TRAINING PROCEDURES	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81566A	5. CONTRACT REFERENCE SEE BLOCK 16	6. REQUIRING OFFICE IHD/NSWC 6220	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION b. COPIES
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8. APP CODE A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	9. ADDRESSEE Dist	Final	Repro
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16. REMARKS

BLOCK 5:
SECTION C ATTACHMENTS 3 and 18, and applicable SECTION B CLINs.

BLOCK 8:
Initial submittal shall constitute the preliminary draft. This data item will be reviewed for technical content by IHD/NSWC 4230E for PD452

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 12/13:
Submit Standard Operating Procedure revisions 30 Days after contract award. Revisions shall be submitted not later than 30 days after the need for change becomes known. Revisions, as a result of technical review comments, shall be submitted not later than 30 DARC.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01		
SEE 16	01		

G. PREPARE (b)(6)	H. DATE 12/18/07	J. DATE 12/18/07	04
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CONTRACT DATA REQUIREMENTS LIST (1 Data Item)				Form Approved OMB No. 0704-0188			
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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Tuscon			
1. DATA ITEM NO. B006	2. TITLE OF DATA ITEM Integrated Master Schedule		3. SUBTITLE			17. PRICE GROUP	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81650		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		19. COPIES
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE	Final	
16. REMARKS The contractor shall provide the IMS per DID DI-MGMT-81650 except or as modified by the following: Block 4: Modify paragraph 2.4.1.23 to read "The contractor shall submit Schedule Risk Assessments (SRA) and be prepared to actively participate in quarterly SRAs to identify and quantify milestone/event and task/activity level schedule risk. The contractor shall report optimistic, pessimistic, and most likely remaining durations for each Critical Path and Near Critical Path task/activity. The SRA will be performed on the Program Critical Path and the Critical Path and Near Critical Paths to selected critical milestones. The rationale used to establish the remaining durations should be documented. a. Test Program Critical Path – longest path through entire program b. Test Critical Path to next major milestone(s) c. Test Near Critical Paths to next major milestone(s)" Modify paragraph 2.5 with "The first narrative submission is to provide the Basis and Assumptions (B&A) of the IMS. The B&A will outline all major program milestones and/or IMP events and document all associated programmatic schedule assumptions that were utilized in the development of the baseline plan. At a minimum, all monthly submissions will include a written schedule analysis to identify, document, and communicate changes of five (5) working days or greater to Program Critical Path and Near Critical Path task/activity actual start and/or actual finish date variances from submission to submission as well as IMP and/or major program milestone impacts or other major schedule risk areas. Work around and/or recovery schedules/plans, and associated impacts due to program changes shall also be provided. The schedule narrative shall address progress to date and discuss any significant schedule changes (i.e., added/deleted tasks, any significant logic revisions, and any/all programmatic schedule assumption change etc.)." BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.					MDA/AB	01	
					SEE 16		01
G. PREPARED		(b)(6)		H. DATE 2/14/07		I. DATE 12/18/07	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010 12-L AMSDL TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Tuscon	
1. DATA ITEM NO. B006	2. TITLE OF DATA ITEM Integrated Master Schedule cont'd		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81650		5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION b. COPIES
9. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		a. ADDRESSEE Draft Reg Repr

16. REMARKS

Block 12: The first submission is due within 17 working days after the end of the first full accounting period following authorization to proceed. First submission shall include reporting to the Intermediate level schedule, at a minimum.

Block 13: Subsequent submittals are due within 17 working days after the close of the contractor's accounting period, all schedule levels.

Block 14: Data will be provided in contractor's approved scheduling system in its original format (e.g., Primavera, Open Plan Pro, Microsoft Project). Provide a copy of the data in IDE format compliant format to PD452

Major critical non-Firm Fixed Price subcontracts with a dollar value greater than (b)(4) will have applied to them the requirements of DI-MGMT-81650, Integrated Master Schedule. IMS required from subcontractors will be integrated with the prime contractor's scheduling system. IMS' required from subcontractors will be provided in subcontractor's approved scheduling system in its original format.

MDA/AB	D1	
SEE 16	D1	

G. PREP	(b)(6)	H. DATE 2/14/07	(b)(6)	J. DATE 04 12/18/07
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. B007	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)		3. SUBTITLE		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A		5. CONTRACT REFERENCE		8. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION
9. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		16. ESTIMATED TOTAL PRICE
18. REMARKS Block 4: c. Contractor format is acceptable. In addition to a hardcopy submittal, electronic submission shall be made using ANSI ASC X 12 Transaction Set 839C, Project Cost Reporting, Version 004010, and a wlnsight compatible .tm file. The Government will have access to, on an as-required basis, electronic Contractor Cost Performance Report (CPR) data. Provide a copy of the data in IDE-compliant format to PD452. d. Reporting levels shall be IAW the contractor's Work Breakdown Structure (WBS). Format 1 reporting will normally be Level Three of the WBS, but lower levels may be required for areas of significant technical, cost and/or schedule risk. d. Current month cost (CV) and schedule variance (SV) explanations are required. Format 5 shall incorporate problem analyses and narrative explanations for Format 1 elements when cost/schedule variances fall within the following categories: <ul style="list-style-type: none"> • Current period cost variances exceeding (b)(4) • Current period schedule variances exceeding (b)(4) • Cumulative cost variances exceeding (b)(4) • Cumulative schedule variances exceeding (b)(4) • 5 largest variances at completion exceeding (b)(4) • Other cost and schedule variances or technical performance issues that are causing or are likely to cause significant schedule delays or cost overruns d. All Budget at Completion (BAC) changes on Format 1 shall be explained in Format 5. All Management Reserve (MR) transactions, including the work scope to be covered by the MR, and the amount of MR distributed to the applicable WBS element shall be explained on Format 5. Undistributed Budget (UB) transactions shall be explained in a similar manner. The composition of UB, including ECP number and the associated contract modification dollar values (NTEs etc), shall also be listed in Format 5 e. Formats 3 and 4 shall include identical forecast periods. These periods shall be monthly for at least six months, quarterly for at least two quarters, and then quarterly, semi-annually, or annually to completion. Any change in the Format 3 total Performance Measurement Baseline (PMB) and/or any change in the current or forecast periods that exceeds (b)(4) shall be explained in detail in Format 5. Any change in current, forecast period, or total manpower for each Format 4 element, that exceeds (b)(4) shall be explained in Format 5. Explanation of the changes to the PMB shall include the movement of scope, schedule and budget for all periods.				9. ADDRESSEE Final	
				Draft	
				MDA/AB	
				SEE 18	
				01	
				01	
				04	
G. PREPARED (b)(6)		H. DATE 2/14/07		J. DATE 12/18/07	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010 12-L AMSDL TDP _____ TM _____ OTHER _____		
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson		
1. DATA ITEM NO. B007	2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR) cont'd		3. SUBTITLE			17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81466A		5. CONTRACT REFERENCE N00024-07-C-6119		8. REQUIRING OFFICE MDA/AB		18. ESTIMATED TOTAL PRICE
7. DD250 REQ LT	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION	
6. APP CODE NO	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		b. COPIES	
				a. ADDRESSEE	Draft	Reg
					Repro	Final

16. REMARKS

f. Specific corrective actions, forecasted closure date, and impact to the Estimate at Completion (EAC) shall be included in each variance narrative. Schedule variance narratives shall identify significant missed milestones, impact to major milestones, and expected recovery dates. Contractor shall go to lowest CWBS level necessary to completely explain the variances.

g. Format 2 of the CPR shall provide the contractor's functional breakdown structure (e.g. Engineering, Manufacturing, Program Management, Quality, Test). Material and major subcontractors shall be included as separate elements. No formal monthly variance analysis is required for Format 2; however, the contractor should be able to correlate the variances in Format 1 to Format 2.

h. The Government reserves the right to review and modify, through negotiations, the variance analysis requirements and reporting levels for Formats 1, 2, 3, and 4 during the performance of the contract, but no sooner than six months after contract award.

j. "Best case", "Worst case" and "Most Likely" EACs at the total contract level are required.

j. Major subcontractor CPRs or C/SSRs will be provided as an attachment to the contractor's CPR

k. The Contractor will provide a "Flash Report" CPR to the Government within ten (10) days following close of the monthly accounting period. The "Flash Report" shall consist of Format 1 only.

Block 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

Block 11: The CPR shall be prepared on a monthly basis, due 17 working days after the close of the contractor's accounting period.

Block 12: Due NLT 25 calendar days after the end of the first complete accounting period subsequent to the contracting officer's authority to proceed (including undefinitized contracting actions).

Block 13: Formats 1, 2, 3, 4, and 5 are due 17 days after the accounting month close.

Block's 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01	
SEE 18	01	

G. PREPARE (b)(6)		H. DATE 12/14/07		I. DATE 12/18/07	
				05	

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3 FMS Procurement		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. B008	2. TITLE OF DATA ITEM PERFORMANCE AND COST REPORT		3. SUBTITLE		17. PRICE GROUP
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80912		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION 90 DAC		14. DISTRIBUTION
				b. COPIES	
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION 30 DARP		a. ADDRESSEE
					Final
18. REMARKS BLOCK 5: SECTION C and applicable SECTION B CLINs. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11: Reporting period shall be the contractor's monthly accounting period. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.					MDA/AB
					SEE 16
					Dist
					Reg
					Repro
					04
G. PREPARED		H. DATE 12/18/07		J. DATE 12/18/07	

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

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OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson	
1. DATA ITEM NO. B009	2. TITLE OF DATA ITEM CONFERENCE AGENDA		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-81249A		5. CONTRACT REFERENCE SEE BLOCK 16		6. REQUIRING OFFICE MDA/AB	
7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION b. COPIES
8. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		ii. ADDRESSEE Draft Reg Repr

16. REMARKS

BLOCK 5:
SECTION C and applicable SECTION B CLINS.

BLOCK 9:
Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452.

BLOCKS 11/12/13:
Submit agenda NLT 30 days prior to each scheduled meeting or conference.

BLOCKS 14/15:
Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.

MDA/AB	01	
SEE 16	01	

G. PREPARED BY	(b)(6)	H. DATE	12/16/07	J. DATE	12/18/07
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT A	C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL TDP _____ TV _____ OTHER _____
-----------------------------------	-----------------	---

D. SYSTEM/ITEM AB SM-3	E. CONTRACT/PR NO. N00024-07-C-6119	F. CONTRACTOR Raytheon Missile Systems Tucson
---------------------------	--	--

1. DATA ITEM NO. B010	2. TITLE OF DATA ITEM CONFERENCE MINUTES	3. SUBTITLE	17. PRICE GROUP
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81249A	5. CONTRACT REFERENCE SEE BLOCK 16	8. REQUIRING OFFICE MDA/AB	18. ESTIMATED TOTAL PRICE
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7. DD250 REQ No	9. DIST STATEMENT D	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16	14. DISTRIBUTION b. COPIES
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8. APP CODE A	11. AS OF DATE SEE BLOCK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16	14. ADDRESSEE Draft	Final	Repro
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16. REMARKS BLOCK 5: SECTION C and applicable SECTION B CLINs. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11/12/13: Submit minutes NLT 15 days after each scheduled meeting or conference. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.	MDA/AB	01	
	SEE 16	01	

G. PREPARED BY (b)(6)	H. DATE 12/18/07	J. DATE 12/18/07	AL →	04
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006		B. EXHIBIT A		C. CATEGORY, N/A REF: DOD 5010.12-L AMSDL TOP _____ TM _____ OTHER _____			
D. SYSTEM/ITEM AB SM-3		E. CONTRACT/PR NO. N00024-07-C-6119		F. CONTRACTOR Raytheon Missile Systems Tucson			
1. DATA ITEM NO. B011	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT		3. SUBTITLE		17. PRICE GROUP		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-00227		5. CONTRACT REFERENCE SEE BLOCK 16		8. REQUIRING OFFICE MDA/AB			
7. DD250 REQ No	8. DIST STATEMENT D	10. FREQUENCY AS REQ	12. DATE OF FIRST SUBMISSION SEE BLOCK 16		14. DISTRIBUTION		
9. APP CODE A	11. AS OF DATE SEE BLOCK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLOCK 16		18. ESTIMATED TOTAL PRICE		
18. REMARKS BLOCK 5: SECTION C, ATTACHMENT 3, and CLIN 0005. BLOCK 9: Dist. Statement: Distribution authorized to the DoD and U.S. DoD Contractors only based on Critical Technology requirements, November 2007. Other requests shall be referred to PD452. BLOCKS 11/12: Reporting period shall be the Contractor's monthly accounting period. After contract baseline is established, submit initial report 30 days after first complete Contractor's monthly accounting period. BLOCKS 14/15: Provide a copy of the data in IDE-compliant format to PD452. PD452 will provide the data to all addressees per ATTACHMENT 2.				14. DISTRIBUTION			
				a. ADDRESSEE		Final	
				Draft	Reg	Repro	
				MDA/AB	01		
				SEE 16	01		
G. PREPARED				H. DATE 12/18/07	J. DATE 12/18/07		

Attachment 1

ADDRESSEE LIST

ATTACHMENT 1

ADDRESSEE LIST

DD FORM 1423 (CDRL) <u>BLOCK 14 ENTRY</u>	COMPLETE ADDRESS
ACO ACO/QAR	DCMA RAYTHEON TUCSON P O BOX 11337 BUILDING 801 M/S J2 TUCSON AZ 85734-1337
DTIC	DEFENSE TECHNICAL INFORMATION CENTER ATTN (b)(6) 8725 JOHN J KINGMAN ROAD SUITE 0944 FT BELVOIR VA 22060-6218
IHD/NSWC 622	COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER ATTN (b)(6) 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035
IWS 3A	PROGRAM EXECUTIVE OFFICE INTEGRATED WAREFARE SYSTEMS 3A ATTN (b)(6) 1333 ISSAC HULL AVE SE STOP 2301 WASHINGTON NAVY YARD DC 20376-2301
JHU/APL	JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY ATTN (b)(6) JOHNS HOPKINS ROAD LAUREL MD 20723-6099
NSWC/DD G23	COMMANDER DAHLGREN DIVISION NAVAL SURFACE WARFARE CENTER ATTN (b)(6) 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100

ATTACHMENT 1

ADDRESSEE LIST

DD FORM 1423 (CDRL)
BLOCK 14 ENTRY

COMPLETE ADDRESS

PCO	AEGIS BALLISTIC MISSILE DEFENSE ATTN (b)(6) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448
PD452	AEGIS BALLISTIC MISSILE DEFENSE ATTN (b)(6) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448
PHD/NSWC 66A	COMMANDER PORT HUENEME DIVISION NAVAL SURFACE WARFARE CENTER ATTN (b)(6) 4363 MISSILE WAY PORT HUENEME CA 93043-4307
TECHREP/TC	PEO TSC TECHREP TUSCON ATTN (b)(6) BUILDING 801 MS M-9 P O BOX 11337 TUCSON AZ 85734-1337

ATTACHMENT 2

CDRL ELECTRONIC DISTRIBUTION REQUIREMENTS MATRIX

N00024-03-C-6111
ELECTRONIC DISTRIBUTION REQUIREMENTS
APPENDIX A AND B

CDRL	SHORT TITLE	STATUS	*MDA/A B	JHU/ APL	NAWC CL	NSWC CORONA	NSWC/ DD	NSWC EARLE	NSWC/ IHD	PHD/ NSWC	TECHREP/ CN	TECHREP/ TC
A001	ECP TOP LEVEL		X	X			X	X	X	X	X	X
A002	RFD TOP LEVEL		X	X				X	X	X	X	X
A003	COST PERF RPT/ACWP		X									
A004	COST DATA SUMMARY		X									
A005	FUNC COST HR/PROG CURVE		X									
A006	CONTRACT FUNDS STATUS		X									
A007	CONT SOP/EXPLOSIVE HAND		X					X	X			
A009	STATUS GFE RPT	N										
A010	MASTER SCHEDULE		X	X	X	X	X	X	X	X	X	X
A011	COST PERFORMANCE RPT		X									
A012	TECH RPT/STUDY&SERVICES		X	X			X		X	X	X	X
B001	COST PERF RPT/ACWP		X									
B002	COST PERFORMANCE RPT		X									
B003	FUNC COST HR/PROG CURVE		X									
B004	CONTRACT FUNDS STATUS		X									
B005	CONT SOP/EXPLOSIVE HAND		X					X	X			
B006	MASTER SCHEDULE		X	X	X	X	X	X	X	X	X	X
B007	COST PERFORMANCE RPT		X									
B009	PERFORMANCE & COST RPT		X									
B011	CONFERENCE AGENDA		X									
B012	CONFERENCE MINUTES		X									
B013	CONT PROG/STAT/MGT RPT		X									

N00024-03-C-6111
PD 452 DISTRIBUTION REQUIREMENTS
APPENDIX B

	SHORT TITLE	STATUS	PD452			
			ACO	PD452I	PCO	DTIC
A001	ECP TOP LEVEL		D			
A002	RFD TOP LEVEL		D			
A003	COST PERF RPT/ACWP		D		D	
A004	COST DATA SUMMARY		D		D	
A005	FUNC COST HR/PROG CURVE		D		D	
A006	CONTRACT FUNDS STATUS		D		D	
A007	CONT SOP/EXPLOSIVE HAND		D			
A009	STATUS GFE RPT	N				
A010	MASTER SCHEDULE		D		D	
A011	COST PERFORMANCE RPT		D		D	
A012	TECH RPT/STUDY&SERVICES		D			D
B001	COST PERF RPT/ACWP		D	D	D	
B002	COST PERFORMANCE RPT		D	D	D	
B003	FUNC COST HR/PROG CURVE		D	D	D	
B004	CONTRACT FUNDS STATUS		D	D	D	
B005	CONT SOP/EXPLOSIVE HAND		D	D		
B006	MASTER SCHEDULE		D	D	D	
B007	COST PERFORMANCE RPT		D	D	D	
B009	PERFORMANCE & COST RPT		D	D		
B011	CONFERENCE AGENDA		D	D		
B012	CONFERENCE MINUTES		D	D		
B013	CONT PROG/STAT/MGT RPT		D	D	D	

N00024-03-C-6111
LEGEND FOR DISTRIBUTION REQUIREMENTS
APPENDIX C

ENTRY	DESCRIPTION
* (ASTERICK)	ADDITIONAL DISTRIBUTION MAY BE REQUIRED BY THE FACILITY DATA MANAGER AS LISTED IN APPENDIX A
X	ELECTRONIC NOTIFICATION/DISTRIBUTION VIA CDMS (WITH HARD COPY DISTRIBUTION ONLY AS NECESSARY)
D	ELECTRONIC NOTIFICATION/DISTRIBUTION VIA FACILITY DATA MANAGER (WITH HARD COPY DISTRIBUTION ONLY AS NECESSARY)
N	DISTRIBUTION MADE TO ANOTHER DATABASE

ATTACHMENT 3
TASK DESCRIPTION BY WBS
FOR THE
STANDARD MISSILE 3
BLOCK IA

December 2007

TABLE OF CONTENTS

i	INTRODUCTION	3
ii	SCOPE.....	3
iii	BACKGROUND & ASSUMPTIONS.....	3
iv	APPLICABLE DOCUMENTS.....	3
1.0	Missiles.....	3
1.1	Hardware.....	3
1.1.2	First Stage.....	3
1.1.3	Second Stage.....	3
1.1.3.1	Steering Control Section.....	3
1.1.3.2	Dual Thrust Rocket Motor.....	4
1.1.3.3	Staging Assembly.....	4
1.1.4	Third Stage.....	5
1.1.4.1	Guidance Section.....	5
1.1.4.2	Third Stage Rocket Motor.....	5
1.1.5	Fourth Stage.....	6
1.1.5.1	Seeker.....	6
1.1.5.1.1	IDA.....	6
1.1.5.1.5	Production Sensor, Elect, IA&T.....	6
1.1.5.2	KW Guidance Assembly.....	7
1.1.5.3	Seeker and KW GA Int (GU).....	7
1.1.5.4	DACS.....	7
1.1.5.5	Ejector.....	7
1.1.5.6	Nosecone.....	7
1.1.5.7	Fourth Stage IA&T (KW Integration).....	8
1.1.5.8	Fourth Stage IA&T (KW Integration) Subcontract.....	9
1.1.6	Guided Missile Assembly Kit.....	9
1.1.7	Guided Missile Round Integration.....	9
1.1.7.3	Final Assembly Operations.....	9
1.3	Integration, Test and Analysis.....	11
1.3.1	IT&A Team Lead.....	11
1.3.4	Test Equipment Maintenance and Support.....	11
1.3.7	Flight Test Rounds Kits.....	11
1.4	Systems Engineering, Prod Eng and Operations Support.....	12
1.4.1	Team Lead, CM, DM.....	12
1.4.7	Logistics and Reliability.....	12
1.4.8	Responsible Engineering Activity (Production).....	14
1.4.9	Production Control and Operations Support.....	14
1.4.9.1	Production Control.....	14
1.4.9.2	Operations Support.....	14
1.5	Program Management.....	14
1.5.1	Technical Direction.....	14
1.5.2	Business/Administration/Scheduling.....	15
1.5.3	Quality Assurance.....	15
	List of Acronyms.....	16
	APPENDIX B.....	18

i INTRODUCTION

The objective of the Aegis Ballistic Missile Defense (BMD) Program is to continue to demonstrate, evolve and provide a capability to intercept ballistic missiles with a STANDARD Missile-3 (SM-3) Missile integrated with the Aegis Weapons System (AWS).

ii SCOPE

This Statement of Work (SOW) provides task descriptions associated with the manufacture, assembly, test, and delivery of SM-3 Block IA Missile Rounds using the Government Furnished Property (GFP) specified in Attachment 9. Missile performance shall meet requirements of the Performance Specification, Item Specification for the Aegis Ballistic Missile Defense (BMD) Block 2004 STANDARD Missile-3 (SM-3) Top Level Requirements (TLR) (Component Capability Specification) WS33744.

iii BACKGROUND & ASSUMPTIONS

The SM-3 Block IA missile design builds on the Aegis Lightweight Exo-Atmospheric Projectile (LEAP) Interceptor (ALI) technology of SM-3 Block 0 and Block I.

iv APPLICABLE DOCUMENTS

The documents referenced in this TASK DESCRIPTION are identified in Section C of this contract.

1.0 Missiles

1.1 Hardware

1.1.1 Hardware IPT Lead - not used

1.1.2 First Stage

The Contractor shall procure the required quantity of MK72 Boosters to deliver the required quantity of Guided Missile Rounds (GMRs).

1.1.3 Second Stage

1.1.3.1 Steering Control Section

1.1.3.1.1 Material

The Contractor shall procure materials sufficient to assemble, test and deliver Steering Control Section (SCS) to meet the required quantity of GMRs.

1.1.3.1.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver Steering Control Sections. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.3.1.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Steering Control Sections.

1.1.3.2 Dual Thrust Rocket Motor

The Contractor shall procure sufficient MK104 Dual Thrust Rocket Motor (DTRM) second stage to deliver the required quantity of missiles.

1.1.3.3 Staging Assembly

1.1.3.3.1 Material

The Contractor shall procure materials sufficient to assemble, test and deliver Staging Assemblies to meet the required quantity of GMRs.

1.1.3.3.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver Staging Assemblies. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical

subcontractors, key item suppliers and manufacturers of critical components.

1.1.3.3.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Staging Assemblies.

1.1.4 Third Stage

1.1.4.1 Guidance Section

1.1.4.1.1 Material

The Contractor shall procure materials sufficient to assemble, test and deliver Guidance Sections to meet the required quantity of GMRs.

1.1.4.1.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver SM-3 Block IA Guidance Sections. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.4.1.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Guidance Sections.

1.1.4.2 Third Stage Rocket Motor

The Contractor shall procure materials sufficient to produce and deliver Third Stage Rocket Motor (MK136) to meet the required quantity of GMRs.

The Contractor shall procure materials sufficient to produce, deliver and test Third Stage Rocker Motor (MK 136) Manufacturing Surveillance Motors to be used for surveillance testing. These motor(s) will be chosen by the Government from the set of motors that are produced as part of the manufacturing build. The

Contractor shall perform the testing at their facility to assess if rocket motor performance meets the requirements in the PIDS/CIDS.

- 1.1.4.2.1 TSRM Hardware (ATK cost collection only)
- 1.1.4.2.2 TSRM Integration and Test (ATK cost collection only)
- 1.1.4.2.3 TSRM ACS Procurement (ATK cost collection only)
- 1.1.4.2.4 TSRM STE/Tooling (ATK cost collection only)
- 1.1.4.2.5 TSRM Engineering (ATK cost collection only)
- 1.1.4.2.6 TSRM Program Management (ATK cost collection only)

1.1.5 Fourth Stage

1.1.5.1 Seeker

The Contractor shall procure materials sufficient Seekers to assemble, test and deliver the required quantity of GMRs.

1.1.5.1.1 IDA

1.1.5.1.1.1 Material

The Contractor shall procure materials sufficient IDAs to assemble, test and deliver the required quantity of GMRs.

1.1.5.1.1.2 Telescope/Sensor - not used

1.1.5.1.1.3 Electronics - not used

1.1.5.1.1.4 Seeker Integration, Analysis & Test (IA&T) - not used

1.1.5.1.5 Production Sensor, Elect, IA&T

1.1.5.1.5.1 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver Seekers. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.5.1.5.2 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Seekers.

1.1.5.2 KW Guidance Assembly

The Contractor shall procure sufficient Guidance Assemblies to assemble, test and deliver the required quantity of GMRs.

1.1.5.3 Seeker and KW GA Int (GU)

The Contractor shall procure sufficient Guidance Units to assemble, test and deliver the required quantity of GMRs.

1.1.5.4 DACS

The Contractor shall procure sufficient Divert Attitude Control Systems (DACSS) to assemble, test and deliver the required quantity of GMRs.

The Contractor shall procure materials sufficient to produce, deliver and test Solid Divert Attitude Control Systems (SDACS) Manufacturing Surveillance Motors to be used for surveillance testing. These motor(s) will be chosen by the Government from the set of motors that are produced as part of the manufacturing build. The Contractor shall perform the testing at their facility to assess if rocket motor performance meets the requirements in the PIDS/CIDS.

1.1.5.4.1 SDACS Hardware (ATK/Honeywell cost collection only)

1.1.5.4.2 SDACS Integration and Test (ATK/Honeywell cost collection only)

1.1.5.4.3 SDACS MTA & ACA Procurement (ATK/Honeywell cost collection only)

1.1.5.4.4 SDACS STE/Tooling (ATK/Honeywell cost collection only)

1.1.5.4.5 SDACS Engineering (ATK/Honeywell cost collection only)

1.1.5.4.6 SDACS Program Management (ATK/Honeywell cost collection only)

1.1.5.4.7 TDACS - not used

1.1.5.5 Ejector

The Contractor shall procure sufficient Ejectors to assemble, test and deliver the required quantity of GMRs.

1.1.5.6 Nosecone

1.1.5.6.1 Material

The Contractor shall procure materials sufficient to assemble, test and deliver Nosecones to meet the required quantity of GMRs.

1.1.5.6.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver Nosecones.

The Contractor shall apply available tools such as statistical process control (SPC) to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.5.6.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Nosecones.

1.1.5.7 Fourth Stage IA&T (KW Integration)

1.1.5.7.1 Material

The Contractor shall procure materials sufficient for the overall integration of the KW including the Guidance Unit, Seeker, Ejector and associated hardware.

1.1.5.7.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to integrate the KW to the GMA. The Contractor shall apply available tools such as statistical process control (SPC) to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.5.7.3 Touch Labor

The Contractor shall provide manufacturing touch labor to integrate the KW to the GMA.

1.1.5.8 Fourth Stage IA&T (KW Integration) Subcontract

The Contractor shall procure engineering services required for the overall integration of the KW including the Guidance Unit, Ejector and associated hardware.

1.1.5.9 JCR Unique Design, Assembly, & Test - not used.

1.1.6 Guided Missile Assembly Kit

1.1.6.1 Material

The Contractor shall procure materials sufficient to assemble the required quantity of GMA Kits (Strakes, Control Surfaces, etc.).

1.1.6.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble GMA Kits. The Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.6.3 Touch Labor

The Contractor shall provide manufacturing touch labor to assemble the required quantity of GMA Kits (Strakes, Control Surfaces, etc.).

1.1.7 Guided Missile Round Integration

1.1.7.1 Round Inert Sell-Off (Upper Stage) - not used

1.1.7.2 White Sands Missile Range (WSMR) Operations - not used

1.1.7.3 Final Assembly Operations

1.1.7.3.1 Material

The Contractor shall procure materials sufficient to assemble, integrate, test and deliver the required quantity of GMRs.

1.1.7.3.2 Discrete Support Manufacturing

The Contractor shall maintain manufacturing engineering support and test engineering support to assemble, test and deliver GMRs. The

Contractor shall apply available tools such as SPC to generate and analyze metrics, which focus on key technical processes, supportability parameters (such as test yields), and potential risk areas. Metrics shall be selected to monitor, maintain, and continuously improve performance, quality, reliability, testability, producibility, cost and schedule. The Contractor shall validate modified manufacturing processes including acceptance testing. The Contractor shall archive all test results and supporting data. The requirements of the manufacturing programs shall be flowed down to critical subcontractors, key item suppliers and manufacturers of critical components.

1.1.7.3.3 Touch Labor

a. The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of GMRs.

b. The Contractor shall provide a Missile Log (which consists of the Missile/Propulsion Unit Log (M/PUL) as described by DI-ALSS-81548) with each GMR as it leaves the Production/Processing Facility. PRISM and CABS is an acceptable delivery mechanism. The Contractor shall capture and maintain test data and as-built verses as-designed configuration data for each GMR.

c. GMR Processing

1. General. The Contractor will be responsible for the assembly, test, and inspection of the Vertical Launch System (VLS) GMR.

2. Applicable Documents. The Contractor will be responsible for the assembly, test, and inspection procedures for the VLS GMR. The Contractor will operate to MD 57579 Missile Type 3 (SM-3) All-Up-Round Processing requirements.

3. Test Equipment. The VLS Integrity and Canister Functional Test shall be performed using a Combined Missile Test Set (CMTS), MK 680 MOD 1. In the event the CMTS is inoperative, the MK 674 MOD 1 Umbilical Breakout Box (UBOB), MK 21 Continuity Test Plugs, and an Igniter Circuit Tester shall be used to verify missile-to-canister integrity. In this situation, all test data shall be recorded and retained on site at the Contractor AURF for inclusion in the Accept Test data set. The Contractor shall maintain the capability to perform special missile-to-canister continuity tests as well as verify continuity of the VLS Canister wiring harness and various canister functions for troubleshooting purposes.

- 1.1.8 Hardware Analysis - not used
- 1.1.9 Propulsion Technical Team & TTP - not used

1.2 Software - not used

1.3 Integration, Test and Analysis

1.3.1 IT&A Team Lead

The Contractor shall provide planning, coordination and oversight of the Integration, Test and Analysis activities associated with the Integration, Test and Analysis of the required missile deliveries. This shall include cost account management preparation, maintenance and reporting as well as technical leadership and support.

1.3.2 Pacific Missile Range Facility (PMRF) Field Operations - not used

1.3.3 Data Analysis - not used

1.3.4 Test Equipment Maintenance and Support

a. The Contractor shall maintain a SM-3 TE Logistics Support Requirements Document to define the requirements for life-cycle support of all SM-3 TE utilized at FACO and the All Up Round Facility (AURF). The document addresses requirements and plans for operation and maintenance of the TE, alignment/calibration, initial and replenishment spares provisioning, technical documentation, technical training, environmental, power and space requirements at FACO and the AURF, data collection and configuration management, and self-certification.

b. The Contractor shall continue the use of the tooling and test equipment program in accordance with TECP-100A tailored procedures.

c. Government Owned Test Equipment. The Contractor shall provide maintenance and repair of Government-Owned TE used to produce the product.

1.3.5 Special Test Equipment (STE) - not used

1.3.6 Design Verification Tests (DVTs) - not used

1.3.7 Flight Test Rounds Kits

The Contractor shall procure materials, defined in Section C and in Attachment 22, to manufacture thirteen (13) SM-3 flight test rounds. The flight kits will be accepted by the Government via DD 250 and stored at the Contractor's facility. At the time the

Government identifies a missile for a test flight mission, the contractor shall request the required flight kit to be provided as GFE to complete the manufacture of the flight test round.

1.4 Systems Engineering, Prod Eng and Operations Support

1.4.1 Team Lead, CM, DM

a. Team Lead

The Contractor shall provide planning, coordination and oversight of the hardware activities to meet the requirements of the SM-3 missile assembly and test. This shall include cost account management preparation, maintenance and reporting as well as technical leadership and support. The Contractor shall provide subcontract management support as required.

b. Configuration Management/Data Management.

The Contractor shall maintain a historical archive of all configurations, production test data, qualification data, lot acceptance and data used for statistical process control. Missile as-built configuration and change control data indented from section to piece part level shall also be included, as will Test Equipment (TE) prove-in archives and TE pre- and post-alignment/calibration baseline data. The Contractor shall not dispose of data without notifying the PCO in writing ninety (90) days prior to disposal.

c. The Contractor shall maintain the documentation and data items identified in the execution of this contract and shall provide notification of change to the government for review. The Contractor shall maintain an ENB as part of the Raytheon Product Data Management (PDM) centralized system for storing program documentation. The documentation, including titles of proprietary and classified data, shall be made available to the government.

1.4.2 System Design Requirements - not used

1.4.3 Design Coordination - not used

1.4.4 Specialty Engineering - not used

1.4.5 Functional Design - not used

1.4.6 Simulation Tools - not used

1.4.7 Logistics and Reliability

a. Integrated Logistics Support (ILS)

The Contractor shall maintain a supportability database with current missile configuration and shall identify new support resources. The Contractor shall support updates of the Program Support Plan, Supply Support and Depot Strategy with knowledge

gained during Block IA manufacture. The Contractor shall maintain program logistics management information using DoD MIL-HDBK-502 as guidance.

b. Reliability

The Contractor shall support the Failure Reporting, Analysis and Corrective Action System (FRACAS) process and associated plan and database to conduct failure investigations and failure trend analyses. The Contractor shall maintain an Environmental Stress Screening (ESS) process and associated plan and shall be flowed down to subcontractors and key item suppliers as applicable based on the item purchased. The Contractor shall collect manufacturing data for updating the Reliability Prediction.

c. Safety Program

The Contractor shall maintain a safety program in accordance with MIL-STD-882.

d. Government Owned Test Equipment. The Contractor shall maintain and repair Government-owned test equipment used to produce the product, including any required material and spares.

e. Government Owned Containers.

The Contractor shall maintain all empty Government owned containers in accordance with OR-99. Container inventory must be maintained by the Contractor. Container dunnage, saddles, straps, etc. shall be stored within the container for re-use. Empty containers shall be reported to Conventional Ammunition Inventory Management System (CAIMS) through standard inventory systems. Empty Containers shall be shipped per direction of the Navy Technical Representative.

f. Usage/Maintenance/Test/Certification of Government Furnished Packaging, Handling, Storage and Transportation (PHS&T) Equipment. The Contractor shall be responsible for conducting preventive and corrective maintenance on all PHS&T equipment used in support of this CLIN, including the weight testing of this equipment in accordance with NAVSEA SG 420-AP-MMA-010.

1. The Contractor is responsible for maintenance of Ordnance Handling Equipment (OHE) at his facility, as described by the applicable OR-99.

2. Repair of PHS&T equipment shall be the responsibility of the Contractor.

3. Substitution or modification of Missile PHS&T may be authorized by the Administrative Contracting Officer (ACO) upon technical approval from NSWC/IHD DET EARLE Code E412.

4. Naval Ammunition Logistics Codes (NALC). STANDARD Missile NALCs are defined in MD 31460. The Contractor shall utilize NALCs as necessary in meeting the requirements of this contract. Activities requiring the use of NALCs include SMPDs, Shore Activity Maintenance Data reports, and Missile Acceptance Test reports.

1.4.8 Responsible Engineering Activity (Production)

The Contractor shall provide Responsible Engineering Activity (REA) support to the manufacture of the Block IA missiles. The Contractor shall provide technical assistance to solve problems that may arise during assembly, test and delivery of Block IA missiles and, ensure the transfer of knowledge, skills, processes to production personnel.

1.4.9 Production Control and Operations Support

1.4.9.1 Production Control

The Contractor shall maintain a manufacturing assembly parts listing (MAPL), generate purchase requisitions and provide material tracking necessary and sufficient to support the manufacture and delivery of the required missiles.

1.4.9.2 Operations Support

The Contractor shall maintain work instructions, test instructions and shop floor controls necessary and sufficient to support the manufacture and delivery of the required missiles.

1.4.10 JCR Systems Engineering - not used

1.4.11 ETEDDS - not used

1.4.12 FMS - not used

1.4.13 Other Technical Instructions - not used

1.4.14 TTP Process Proofing - not used

1.5 Program Management

1.5.1 Technical Direction

The Contractor shall support the periodic management reviews such as In Process Reviews (IPR), team meetings, business meetings and periodic status meetings. The purpose of these meeting and reviews will be for the Government to monitor program progress and technical risk. The Contractor's support may include hosting, conducting, participating in, creating agenda for, preparing

minutes for, and responding to action items. The Contractor shall maintain an Integrated Master Schedule (IMS) and a risk management process. The Contractor shall manage the translation of operational needs and requirements into manufacturing and support processes.

1.5.2 Business/Administration/Scheduling

The Contractor shall maintain the contract work breakdown structure, Attachment 15. The Contractor shall support an Integrated Baseline Review (IBR) and the Contractor Cost Data Reporting (CCDR) and Cost Performance Reporting (CPR) requirements. The Contractor shall support major sub-contract administration and program schedule.

1.5.3 Quality Assurance

The Contractor shall provide and maintain a Quality Assurance Program which applies quality through design, while promoting continuous process improvement in accordance with ISO Standards 9000/9001. The Contractor shall maintain production program quality requirements. These quality requirements shall be flowed down to subcontractors and key item suppliers as applicable based on the item purchased.

APPENDIX A
List of Acronyms

ACO	Administrative Contracting Officer
ACA	Attitude Control Assembly
ALI	AEGIS LEAP Intercept
AURF	All Up Round Facility
CAIMS	Conventional Ammunition Inventory Management System
CCDR	Contractor Cost Data Reporting
CM	Configuration Management
CMTS	Combined Missile Test Set
CPR	Cost Performance Report
DACS	Divert Attitude Control System
DM	Data Management
DTRM	Dual Thrust Rocket Motor
ESS	Environmental Stress Screening
FRACAS	Failure Reporting, Analysis and Corrective Action System
GFE	Government Furnished Equipment
GFP	Government Furnished Property
GMR(F)	Guided Missile Round (Facility)
IBR	Integrated Baseline Review
IDR	Initial Deployment Round
ILS	Integrated Logistics Support
IMS	Integrated Master Schedule
IPR	In-Process Review
IT&A	Integration Test & Analysis
KW	Kinetic Warhead
LEAP	Lightweight Exo-Atmospheric Projectile
M/PUL	Missile / Propulsion Unit Log
MAPL	Manufacturing Assembly Parts Listing
MTA	Main Thruster Assembly
NALC	Naval Ammunition Logistics Code
NSN	National Stock Number
OHE	Ordnance Handling Equipment
PCO	Procuring Contracting Officer
PDM	Product Data Management
PEO	Program Executive Office
PHS&T	Packaging, Handling, Storage and Transportation
RFP	Request for Proposal
SAAM	Special Assignment Airlift Mission
SCS	Steering Control Section
SDACS	Solid Divert Attitude Control System
SMPD	Surface Missile Processing Description
SOW	Statement of Work
SPC	Statistical Process Control
STE	Special Test Equipment
TE	Test Equipment
TSC	Tactical Support Center

TSRM Third Stage Rocket Motor
UBOB Umbilical Break-Out Box
VLS Vertical Launch(ing) System

APPENDIX B

CONTRACTOR FORMAT DOCUMENTATION

DESCRIPTION	SOW SECTION	FREQUENCY
Manufacturing Support Metrics	1.1.3.1.2 1.1.3.3.2 1.1.4.1.2 1.1.5.1.5 1.1.5.6.2 1.1.5.7.2 1.1.6.2 1.1.7.3.2	As Req
Validate Modified Manufacturing Processes	1.1.3.1.2 1.1.3.3.2 1.1.4.1.2 1.1.5.1.5 1.1.5.6.2 1.1.5.7.2 1.1.6.2 1.1.7.3.2	As Req
Missile Log	1.1.7.3.3.b	
As-built Configuration Data	1.1.7.3.3.b	
Acceptance Test Data	1.1.7.3.3.c(3)	
VLS Integrity and Canister Functional Testing	1.1.7.3.3.c(3)	As Req
Historical Archive	1.5.1.b	As Req
Engineering Notebook	1.5.1.c	As Req
Maintain Supportability Database with Current Missile Configuration	1.5.7.a	As Req
Update Logistic Plans	1.5.7.a	As Req
Maintain Program Logistics Management Information	1.5.7.a	As Req
Support FRACAS	1.5.7.b	As Req
Maintain ESS Process/Plan	1.5.7.b	As Req
Update Reliability Prediction	1.5.7.b	As Req
CAIMS Reporting	1.5.7.e	As Req

DESCRIPTION	SOW SECTION	FREQUENCY
Maintain MAPL	1.5.9.1.	As Req
Maintain Operations Documentation	1.5.9.2.	As Req
Management Review Support (Minutes, Agenda, etc.)	1.6.1	As Req
Integrated Master Schedule/Integrated Master Plan	1.6.1.	As Req
Cost Reporting	1.6.2.	As Req
Contract Work Breakdown Structure Attachment 15	1.6.2.	As Req

SM-3 USN Blk IA Manufacturing Components

Part No.	Part Description	Qty
7227207-2LFT-X	BOOSTER	14

SM-3 Program Schedule

Ready for Issue and Review Dates

Deliverable Units	RFI Date
CLIN 0001	
Two (2)	Jan-09
Five (5)	Apr-09
Three (3)	Jul-09
Eight (8)	Jan-10
Nine (9)	Apr-10
CLIN 0005	
Nine (9)	Nov-08
CLIN 0003	
Nine (9)	Sep-10
Six (6)	Dec-10
Nine (9)	Feb-11
CLIN 0007	
Nine (9)	Oct-09
CLIN 0004	
Nine (9)	Jul-11
Nine (9)	Sep-11
Six (6)	Dec-11
CLIN 0009	
Nine (9)	Jul-10
CLIN 0008	
Fourteen (14)	Jul-09
CLIN 0012	
Thirteen (13)	Dec-09

* Delivery dates are the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the due date is the next working day

ATTACHMENT 7

VERTICAL LAUNCHING SYSTEM CANISTER/STANDARD MISSILE
PROCESSING (SM-3)

ATTACHMENT 7

1.1 General

VLS canisters/missiles shall be processed, assembled, tested and inspected in accordance with applicable **Work Instructions (WIs)** and OD 31460 before becoming certified as RFI.

1.2 Safety Precautions

In addition to safety requirements established by the Contractor and the individual **WIs**, applicable safety precautions shall be observed and take precedence.

1.3 Applicable Documents

WIs, SW820-AF-CMP-050 and ST-890-D1-MMI-010 may be obtained from and cannot be changed without the technical approval of the COMMANDER, (b)(6), PORT HUENEME DIVISION, NAVAL SURFACE WARFARE CENTER, (b)(6).

1.4 Equipment and Facilities

1.4.1 Requirements

a. Equipment required for processing of encanistered missiles and empty VLS canisters at the Contractor facility shall receive maintenance at regularly scheduled intervals. The Contractor shall establish a maintenance schedule which fulfills the requirements of the applicable OR-99 document and/or Maintenance Requirement Card. No unauthorized modifications are to be incorporated into any test, handling, or restraint equipment used during missile, empty VLS canister, or encanistered missile processing. Specified applications of tools, fixtures, gages and handling, assembly and test equipment are defined in the **WIs**.

b. Substitution of equivalent tools required by the **WIs** may be authorized by the ACO upon technical recommendation of the COMMANDER, ATTN CODE 4R00, PORT HUENEME DIVISION, NAVAL SURFACE WARFARE CENTER, 4363 MISSILE WAY, PORT HUENEME CA 93043-4307. Substitution or modification of Handling Equipment may be authorized by the ACO upon technical approval of the COMMANDING OFFICER, (b)(6), NAVAL WEAPONS STATION EARLE, PHS&T CENTER, (b)(6).

1.4.2 Test Equipment

a. The VLS Integrity Test shall be performed using a Combined Missile Test Set (CMTS), MK 680 MOD 0/1. In the event the CMTS is inoperative, the MK 674 MOD 1 Umbilical Breakout Box (UBOB), MK 21 Continuity Test Plugs, and an Igniter Circuit Tester shall be used to verify missile-to-canister integrity. The UBOB shall only be used when the CMTS is non-operational and authorized by the COMMANDER, (b)(6), PORT HUENEME

ATTACHMENT 7

DIVISION, NAVAL SURFACE WARFARE CENTER, (b)(6)
(b)(6). In this situation, all test data shall be recorded by hand and provided to COMMANDING OFFICER, ATTN CODE QA-42, NAVAL SURFACE WARFARE ASSESSMENT DIVISION, CORONA, CA 91718-5000 via mail.

b. Functional tests performed by the Contractor shall be limited to tests identified in the **WIs**. Unless prior approval has been obtained, all **WI** directed tests conducted on empty canisters or encanistered missiles being tested for acceptance shall not be performed with extraneous external measurement equipment attached.

c. If directed by the Government, the Contractor shall perform special missile-to-canister continuity tests as well as verify continuity of the VLS wiring harness and various canister functions for troubleshooting purposes.

1.4.3 VLS Component Processing

Processing and storage of empty VLS Canisters and Encanistered Missiles by the Contractor shall be in accordance with **Attachment 4** and the requirements specified herein. The contract shall take precedence over any conflict between **Attachment 4** and the contract.

1.5 Shipment of VLS Canisters/Missiles

a. VLS Canisters/Missiles

VLS canisters/missiles shall be prepared for shipment or storage in accordance with the applicable **WIs**. The Missile Log shall be provided with each VLS encanistered missile scheduled for shipment.

b. Rejected VLS Canisters

Rejected VLS canisters shall be prepared for shipment in accordance with the applicable **WIs**. Rejected canisters shall be tagged in accordance with MIL-STD-129M and MIL-STD-129/1, and shall be shipped to the Designated Overhaul Point (DOP). The canister SAMDS (NAVSEA Form 4790/5-2A) stating the reason for the rejection shall be shipped with the rejected canister.

c. Marking

All VLS canisters/missiles being shipped or stored shall be tagged and stenciled in accordance with the **WIs**, SW020-AC-SAF-010/020/030, MIL-STD-129M and MIL-STD-129/1.

ATTACHMENT 7

1.6 Receipt and Processing

1.6.1 Receipt at Contractor AUR Facility

All new or newly reworked VLS canisters received as GFE by the AUR Contractor shall be inspected in accordance with **WI** requirements. Where there is evidence that a deviation or waiver of inspection criteria has been approved by the PCO, ACO, or DOP, the canister shall not be rejected for the defects to which the waiver or deviation applies. Questionable situations should be addressed to COMMANDER, (b)(6), PORT HUENEME DIVISION, NAVAL SURFACE WARFARE CENTER, (b)(6) (b)(6).

1.6.2 VLS Canister, Missile Mate

a. Prior to installing a missile in a VLS Canister, Contractor personnel shall review the missile log to ensure all required tests and inspections have been accomplished and the Missile is RFI.

b. Contractor personnel shall review the VLS Canister SAMDS (NAVSEA Form 4790/5-2A) to ensure all note discrepancies have been corrected and the canister is ready to accept the missile.

c. The missile shall be installed into the VLS Canister in accordance with the applicable **WIs**.

1.6.3 Functional Tests

a. Procedure

Functional/Integrity tests shall be conducted on all empty VLS canisters and encanistered missiles prior to issue. Contractor personnel shall review all processing records to ensure the encanistered missile processing has been accomplished prior to test. VLS canister functional tests and missile-to-canister integrity tests shall then be conducted in accordance with the **WIs** and MD 56303. If the results are acceptable, the encanistered missile shall be determined to be RFI and the Missile Round assembly will be presented to the designated acceptance authority for certification of the encanistered missile.

b. Test Failure

If the test results indicate a defective missile or VLS canister may exist, the following actions shall be taken:

1. Verify test equipment is within certification requirements and in proper working order via a successful loaded canister FIP in accordance with ST-890-D1-MMI-010, as applicable.

ATTACHMENT 7

2. Verify all missile/canister to test equipment electrical connections.

3. Rerun appropriate tests based on the requirements of WIs.

c. Test Equipment Failure/Personnel Error

A NO-TEST condition exists when it has been determined that a test equipment malfunction or personnel error has occurred. The failure shall be recorded as a "NO-TEST" on the SAMDS along with the cause of the no test. After correction of the problem, the complete test shall be repeated.

1.6.4 Defective VLS Canisters (Visual Defects)

a. VLS Canisters found with defects that are Contractor repairable per criteria established in WI 2DP1GZ, will be repaired to include required labor and materials under the applicable WIs. If required materials are not available, the Contractor shall notify the COMMANDER, (b)(6) PORT HUENEME DIVISION, NAVAL SURFACE WARFARE CENTER, (b)(6) (b)(6)

b. Canisters found with damage, contaminants or defects classified as critical or major that are beyond the Contractor's repair or replacement capabilities per WIs are to be rejected and dispositioned via CAIMS as 8T cognizance material in accordance with warranty program requirements or NAVSEAINST 4440.11C.

c. If VLS Canisters which have been received from the DOP fail test, the Contractor shall notify the COMMANDER, (b)(6) (b)(6), PORT HUENEME DIVISION, NAVAL SURFACE WARFARE CENTER, (b)(6) (b)(6)

.ATTACHMENT 9

Government Furnished Equipment and Material

GFE/GFM

and

Special Test Equipment

GFE/GFM Listing For SM 3 Blk 1A

	A	B	C	D	E	F	G	H						
1	Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments						
2														
3									27		6/08	Camden	CLIN 1	
4									27			Camden		
5									27			Camden		
6									27			Camden		
7														
8														
9									31			10/07	Andover	CLIN 1
10														
11														
12														
13									28			5/07	El Segundo	CLIN 5

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
(b)(3) 10 USC § 130		9		3/08	Camden	CLIN 5	
		9			Camden		
		9			Camden		
		9			Camden		
		11		8/06	Andover	CLIN 5	
		10		5/07	El Segundo	CLIN 5	

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments	
	(b) (3) USC § 130	24		2/10	Camden	CLIN 3		
		24			Camden			
		24			Camden			
		24			Camden			
		28		1/08	Andover	CLIN 3		
		25		5/07	El Segundo	CLIN 5		

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1B

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
(b)(3) FRO USC §130		24		9/10	Camden	CLIN 4	
		24			Camden		
		24			Camden		
		24			Camden		
		11		1/10	Andover	CLIN 4	
		25		5/07	El Segundo	CLIN 5	

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
(b)(3) 10 USC § 1130		9		3/09	Camden	CLIN 7	
		9			Camden		
		9			Camden		
		9			Camden		
		11		9/08	Andover	CLIN 7	
		10		5/06	El Segundo	CLIN 7	

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
(b)(3) 10 USC § 130		9		11/09	Camden	CLIN 9	
		9			Camden		
		9			Camden		
		9			Camden		
		11		10/09	Andover	CLIN 9	
		10		1/09	El Segundo	CLIN 9	

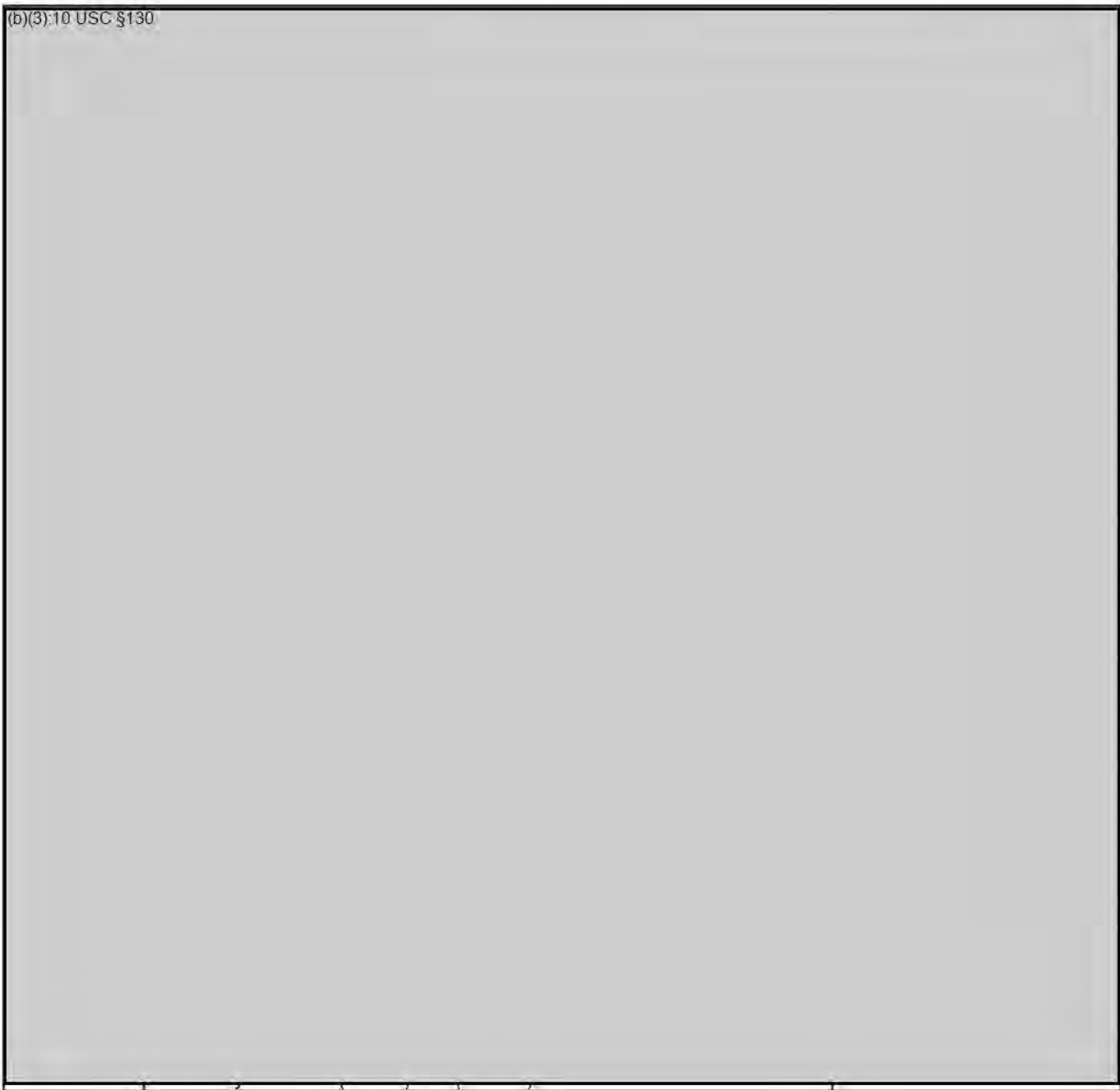
Description	Part Number	Quantity	SPARE	Required date	Location	6119	Comments	
(b)(3)-10 USC §130	(b)(3)-10 USC §130 (b)(6)			1/08	Tucson/Camden	X	RFU	
		3						
		2						
					1/08	Tucson Camden	X	RFU
		3						
		2						
					1/08	Tucson Camden	X	RFU
		1						
		as Req			1/08	Multi	X	RFU
		x						
		x						
		x						
		as Req			1/08	Multi	X	RFU
		x						
		x						
		x						
		x						
		x						
		x						
as Req			1/08	Multi	X	RFU		
x								

TP Number	TP Description	Notes
(b)(3):10 USC §130		

(b)(3);10 USC §130



(b)(3);10 USC §130



CODE IDENT
34008

MD 57104A CHANGE 1

**STANDARD MISSILE PROGRAM
SYSTEMS ENGINEERING, QUALITY AND
RELIABILITY PROVISIONS**



26 JUNE 2000

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**Prepared For
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ATTACHMENT 14
WORK BREAKDOWN STRUCTURE

- 1.0 CLIN 1 CPR WBS
- 1.1 CLIN 1 BLK IA MISSILES
- 1.1.1 HARDWARE
- 1.1.2 FIRST STAGE - BOOSTER
- 1.1.3 SECOND STAGE
- 1.1.3.1 STEERING CONTROL
- 1.1.3.2 DTRM
- 1.1.3.3 STAGING ASSY
- 1.1.4 THIRD STAGE
- 1.1.4.1 GUIDANCE SECTION
- 1.1.4.2 TSRM
- 1.1.4.2.1 TSRM ACS PROCUREMENT
- 1.1.4.2.2 TSRM HARDWARE
- 1.1.4.2.3 TSRM INTEGRATION & TEST
- 1.1.4.2.4 TSRM STE/TOOLING
- 1.1.4.2.5 TSRM ENGINEERING
- 1.1.4.2.6 TSRM PROGRAM MANAGEMENT
- 1.1.5 FOURTH STAGE
- 1.1.5.1 SEEKER
- 1.1.5.1.1 IDA
- 1.1.5.1.5 PRODUCTION SENSOR, ELECT, IA&T
- 1.1.5.4 DACS
- 1.1.5.4.1 SDACS MTA/ACA
- 1.1.5.4.2 SDACS HARDWARE
- 1.1.5.4.3 SDACS INTEGRATION & TEST
- 1.1.5.4.4 SDACS STE/TOOLING
- 1.1.5.4.5 SDACS ENGINEERING
- 1.1.5.4.6 SDACS PROGRAM MANAGEMENT
- 1.1.5.6 NOSECONE
- 1.1.5.8 FOURTH STAGE IA&T (KW INT-SUBC)
- 1.1.6 GUIDED MISSILE ASSEMBLY KIT
- 1.1.7 GUIDED MISSILE ROUND INTEG
- 1.1.7.3 FINAL ASSEMBLY OPERATIONS
- 1.3 INTEGRATION, TEST AND ANALYSIS
- 1.4 SYS ENG, PROD ENG, OPS SUPT
- 1.5 PROGRAM MANAGEMENT

- 5.0 CLIN 5 CPR WBS
- 5.1 CLIN 1 BLK IA FMS MISSILES
- 5.1.1 HARDWARE
- 5.1.2 FIRST STAGE - BOOSTER
- 5.1.3 SECOND STAGE
- 5.1.3.1 STEERING CONTROL
- 5.1.3.2 DTRM
- 5.1.3.3 STAGING ASSY
- 5.1.4 THIRD STAGE
- 5.1.4.1 GUIDANCE SECTION
- 5.1.4.2 TSRM
- 5.1.4.2.1 TSRM ACS PROCUREMENT

- 5.1.4.2.2 TSRM HARDWARE
- 5.1.4.2.3 TSRM INTEGRATION & TEST
- 5.1.4.2.4 TSRM STE/TOOLING
- 5.1.4.2.5 TSRM ENGINEERING
- 5.1.4.2.6 TSRM PROGRAM MANAGEMENT
- 5.1.5 FOURTH STAGE
- 5.1.5.1 SEEKER
- 5.1.5.1.1 IDA
- 5.1.5.1.5 PRODUCTION SENSOR, ELECT, IA&T
- 5.1.5.4 DACS
- 5.1.5.4.1 SDACS MTA/ACA
- 5.1.5.4.2 SDACS HARDWARE
- 5.1.5.4.3 SDACS INTEGRATION & TEST
- 5.1.5.4.4 SDACS STE/TOOLING
- 5.1.5.4.5 SDACS ENGINEERING
- 5.1.5.4.6 SDACS PROGRAM MANAGEMENT
- 5.1.5.6 NOSECONE
- 5.1.5.8 FOURTH STAGE IA&T (KW INT-SUBC)
- 5.1.6 GUIDED MISSILE ASSEMBLY KIT
- 5.1.7 GUIDED MISSILE ROUND INTEG
- 5.1.7.3 FINAL ASSEMBLY OPERATIONS
- 5.3 INTEGRATION, TEST AND ANALYSIS
- 5.4 SYS ENG, PROD ENG, OPS SUPT
- 5.5 PROGRAM MANAGEMENT

CCDR WBS

- 1.0 SM-3 Missile
 - 1.1 Hardware
 - 1.1.1 Hardware Engineering
 - 1.1.2 First Stage
 - 1.1.3 Second Stage
 - 1.1.3.1 Steering Control Section (SCS)
 - 1.1.3.2 Dual Thrust Rocket Motor (DTRM)
 - 1.1.3.3 Staging Assembly
 - 1.1.4 Third Stage
 - 1.1.4.1 Guidance Section
 - 1.1.4.1.1 Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l)
 - 1.1.4.1.2 Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec)
 - 1.1.4.1.3 Avionics Suite
 - 1.1.4.1.3.1 Other Av Suite HW (Mat'l Only)
 - 1.1.4.1.3.2 Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only
 - 1.1.4.1.3.3 Circuit Card Assemblies (CCAs) (Total Andover) IOT Only
 - 1.1.4.1.4 Harness & Housing (Mat'l Only)
 - 1.1.4.1.5 Other Guidance Section Hardware
 - 1.1.4.1.6 IMU (IB)
 - 1.1.4.2 Third Stage Rocket Motor (TSRM)
 - 1.1.4.2.1 TSRM Attitude Control System (ACS) Procurement
 - 1.1.4.2.2 TSRM Other Hardware

1.1.4.2.2.1	Thrust Vector Actuation (TVA) System
1.1.4.2.2.2	Other HW
1.1.4.2.2.3	TVA IA&T (If Necessary)
1.1.4.2.3	TSRM Integration & Test
1.1.4.2.4	TSRM Special Test Equipment (STE)/Tooling
1.1.4.2.5	TSRM Engineering
1.1.4.2.6	TSRM Program Management
1.1.5	Fourth Stage
1.1.5.1	KW (Block IA)
1.1.5.1.1	KW Kit
1.1.5.1.1.1	Guidance Unit (GU)
1.1.5.1.1.1.1	Seeker
1.1.5.1.1.1.1.1	Sensor
1.1.5.1.1.1.1.1.1	Telescope
1.1.5.1.1.1.1.1.2	IDA
1.1.5.1.1.1.1.1.2.1	Focal Plane Array (FPA)
1.1.5.1.1.1.1.1.2.2	Other IDA Hardware
1.1.5.1.1.1.1.2	Signal Processor (SP)
1.1.5.1.1.1.1.3	Other Seeker Hardware (Mat'l Only)
1.1.5.1.1.1.1.4	Seeker I&T (Labor Only)
1.1.5.1.1.1.2	Guidance Assy
1.1.5.1.1.1.2.1	Guidance & Control Processor CCA
1.1.5.1.1.1.2.2	Ordnance Valve Driver (OVD) CCA
1.1.5.1.1.1.2.3	Power Converter Unit (PCU) CCA
1.1.5.1.1.1.2.4	IMU
1.1.5.1.1.1.2.5	Other Guidance Assy Hardware (Mat'l Only)
1.1.5.1.1.1.2.6	Guidance Assy I&T (Labor Only)
1.1.5.1.1.1.3	Other GU Hardware (Mat'l Only)
1.1.5.1.1.1.4	Guidance Unit I&T (Labor Only)
1.1.5.1.1.2	Ejector
1.1.5.1.1.3	Other KW Kit Hardware (Mat'l Only)
1.1.5.1.1.4	KW Kit I&T (Labor Only)
1.1.5.1.2	Other KW Hardware (Mat'l Only)
1.1.5.1.3	KW I&T (Labor Only)
1.1.5.1.4	Solid Divert Attitude Control System (SDACS)
1.1.5.1.4.1	MTA & ACA Procurement
1.1.5.1.4.1.1	MTA
1.1.5.1.4.1.1.1	Valves
1.1.5.1.4.1.1.2	Other MTA Hardware (Mat'l Only)
1.1.5.1.4.1.1.3	MTA I&T (Labor Only)
1.1.5.1.4.1.2	ACA
1.1.5.1.4.1.2.1	Valves
1.1.5.1.4.1.2.2	Other ACA Hardware (Mat'l Only)
1.1.5.1.4.1.2.3	ACA I&T (Labor Only)
1.1.5.1.4.1.3	SDACS Other Hardware
1.1.5.1.4.1.3.1	Gas Generator
1.1.5.1.4.1.3.2	Other Hardware (Mat'l Only)
1.1.5.1.4.1.3.3	SDACS Other Hardware I&T (Labor Only)
1.1.5.1.4.1.4	SDACS Integration & Test
1.1.5.1.4.1.5	SDACS Special Test Equipment (STE)/Tooling

- 1.1.5.1.4.1.6 SDACS Engineering Studies
- 1.1.5.1.4.1.7 SDACS Engineering
- 1.1.5.1.4.1.8 SDACS Program Management
- 1.1.5.2 KW (Block IB)
- 1.1.5.2.1 Guidance Unit (GU)
- 1.1.5.2.1.1 Sensor
 - 1.1.5.2.1.1.1 Telescope
 - 1.1.5.2.1.1.2 IDA
 - 1.1.5.2.1.1.2.1 Focal Plane Array (FPA)
 - 1.1.5.2.1.1.2.2 Other IDA Hardware
 - 1.1.5.2.1.1.3 IMU
 - 1.1.5.2.1.1.4 Other Sensor Hardware (Mat'l Only)
 - 1.1.5.2.1.1.5 Sensor I&T (Labor Only)
- 1.1.5.2.1.2 Avionics Assembly
- 1.1.5.2.1.3 Advanced Signal Processor (ASP)
- 1.1.5.2.1.4 Other GU Hardware (Mat'l Only)
- 1.1.5.2.1.5 Guidance Unit I&T (Labor Only)
- 1.1.5.2.2 Ejector
- 1.1.5.2.3 Harnesses / Antenna
- 1.1.5.2.4 Other KW Hardware (Mat'l Only)
- 1.1.5.2.5 KW I&T (Labor Only)
- 1.1.5.2.6 Throttleable Divert Attitude Control System (TDACS)
 - 1.1.5.2.6.1 Divert Thrusters
 - 1.1.5.2.6.1.1 Actuators
 - 1.1.5.2.6.1.2 Other Thruster Hardware (Mat'l Only)
 - 1.1.5.2.6.1.3 Thruster I&T (Labor Only)
 - 1.1.5.2.6.2 ACS Thrusters
 - 1.1.5.2.6.2.1 Actuators
 - 1.1.5.2.6.2.2 Other Thruster Hardware (Mat'l Only)
 - 1.1.5.2.6.2.3 Thruster I&T (Labor Only)
 - 1.1.5.2.6.3 Gas Generators
 - 1.1.5.2.6.4 Other TDACS Hardware (Mat'l Only)
 - 1.1.5.2.6.5 Final Assembly
 - 1.1.5.2.6.6 TDACS Integration & Test
 - 1.1.5.2.6.7 TDACS Special Test Equipment (STE)/Tooling
 - 1.1.5.2.6.8 TDACS Engineering Studies
 - 1.1.5.2.6.9 TDACS Engineering
 - 1.1.5.2.6.10 TDACS Program Management
- 1.1.5.3 Nosecone
- 1.1.5.4 Guided Missile Assembly Kit
- 1.1.5.5 Guided Missile Round Integration
 - 1.1.5.5.1 Round Inert Sell-off (Upper Stage)
 - 1.1.5.5.2 Camden Operations
 - 1.1.5.5.3 FACO Operations
- 1.1.5.6 Hardware Analysis
- 1.1.5.7 Propulsion Technical Team and Transition to Production
- 1.2 Software
 - 1.2.1 Guidance, Navigation & Control
 - 1.2.2 Communications
 - 1.2.3 Sensor Processing

- 1.2.4 Communications
- 1.3 Integration, Test & Analysis (IT&A)
 - 1.3.1 IT&A System Engineering (SE)
 - 1.3.2 Pacific Missile Range Facility (PMRF) Field Operations
 - 1.3.3 Data Analysis
 - 1.3.4 Test Equipment (TE) Maintenance and Support
 - 1.3.5 Special Test Equipment (STE)
 - 1.3.6 Design Verification Tests (DVTs)
- 1.4 System Engineering, Production Engineering and Functional Support
 - System Engineering and Configuration Management & Data Management (CM/DM)
 - 1.4.1 System Design and Requirements
 - 1.4.2 Design Coordination
 - 1.4.3 Specialty Engineering
 - 1.4.4 Functional Design
 - 1.4.5 Simulation Tools
 - 1.4.6 Logistical and Reliability
 - 1.4.7 Responsible Engineering Authority Support
 - 1.4.8 Production Control and Operations Support
 - 1.4.9 JCR System Engineering
 - 1.4.10 End to End Distributed Development System (ETEDDS)
 - 1.4.11 Foreign Missile Sales (FMS)
 - 1.4.12 Transition to Production Process Proofing
 - 1.4.13 Other
 - 1.4.14 Other
- 1.5 Program Management
 - 1.5.1 Technical PM
 - 1.5.2 Business Administration
 - 1.5.3 Quality Assurance
- 1.6 Facilitization
 - 1.6.1 Rocket Motor Facilities
 - 1.6.2 KW Facilities
 - 1.6.3 All Up Round (AUR) Facilities

CCDR WBS Reporting Level CPR WBS Reporting Level

1.0
1.1
1.1.1
1.1.2
1.1.3
1.1.3.1
1.1.3.2
1.1.3.3
1.1.4
1.1.4.1
1.1.4.1.1
1.1.4.1.2
1.1.4.1.3
1.1.4.1.4
1.1.4.1.4.1
1.1.4.1.4.2
1.1.4.1.4.3
1.1.4.1.5
1.1.4.1.6
1.1.4.1.7
1.1.4.2
1.1.4.2.1
1.1.4.2.2
1.1.4.2.2.1
1.1.4.2.2.2
1.1.4.2.2.3
1.1.4.2.3
1.1.4.2.4
1.1.4.2.5
1.1.4.2.6
1.1.5
1.1.5.1
1.1.5.1.1
1.1.5.1.1.1
1.1.5.1.1.1.1
1.1.5.1.1.1.1.1
1.1.5.1.1.1.1.2
1.1.5.1.1.1.1.2.1
1.1.5.1.1.1.1.2.2
1.1.5.1.1.1.2
1.1.5.1.1.1.2.1
1.1.5.1.1.1.2.5
1.1.5.1.1.1.2.6
1.1.5.1.1.3
1.1.5.1.1.4
1.1.5.1.2
1.1.5.1.3
1.1.5.1.4
1.1.5.1.4.1
1.1.5.1.4.1.1
1.1.5.1.4.1.2
1.1.5.1.4.1.3
1.1.5.1.4.2
1.1.5.1.4.2.1
1.1.5.1.4.2.2
1.1.5.1.4.2.3
1.1.5.1.4.3
1.1.5.1.4.4
1.1.5.1.4.5
1.1.5.1.4.6
1.1.5.1.4.7
1.1.5.2
1.1.5.2.1
1.1.5.2.1.1
1.1.5.2.1.1.1
1.1.5.2.1.1.2
1.1.5.2.1.1.2.1
1.1.5.2.1.1.3
1.1.5.2.1.1.4
1.1.5.2.1.1.5
1.1.5.2.1.2

CCDR WBS Reporting Level	CPR WBS Reporting Level	SM-3 Missile	Block
1.0	1.0	SM-3 Missile	
1.1	1.1	Hardware	
1.1.1	1.1.1	Hardware Engineering	
1.1.2	1.1.2	First Stage	
1.1.3	1.1.3	Second Stage	
1.1.3.1	1.1.3.1	Steering Control Section (SCS)	
1.1.3.2	1.1.3.2	Dual Thrust Rocket Motor (DTRM)	
1.1.3.3	1.1.3.3	Staging Assembly	
1.1.4	1.1.4	Third Stage	
1.1.4.1	1.1.4.1	Guidance Section	
1.1.4.1.1		Plate 3A Communications Transceiver (Incl Labor & Mat'l)	
1.1.4.1.2		Guidance Section Design, IA&T	
1.1.4.1.3		CCA Design (RMS Labor)	
1.1.4.1.4		Avionics Suite	
1.1.4.1.4.1		Other Av Suite HW (Mat'l Only)	
1.1.4.1.4.2		Global Positioning System Aided Inertial Navigation System (GAINS/IMU) - IOT Only	
1.1.4.1.4.3		Circuit Card Assemblies (CCAs)	
1.1.4.1.5		Harness & Housing (Mat'l Only)	
1.1.4.1.6		Other Guidance Section Hardware (Material only)	
1.1.4.1.7		IMU (Guidance Section)	
1.1.4.2	1.1.4.2	Third Stage Rocket Motor (TSRM)	
1.1.4.2.1	1.1.4.2.1	TSRM Attitude Control System (ACS)	
1.1.4.2.2	1.1.4.2.2	TSRM Other Hardware	
1.1.4.2.2.1		Thrust Vector Actuation (TVA) System	
1.1.4.2.2.2		Other HW	
1.1.4.2.2.3		TVA IA&T (if Necessary)	
1.1.4.2.3	1.1.4.2.3	TSRM Integration & Test	
1.1.4.2.4	1.1.4.2.4	TSRM Special Test Equipment (STE)/Tooling	
1.1.4.2.5	1.1.4.2.5	TSRM Engineering	
1.1.4.2.6	1.1.4.2.6	TSRM Program Management	
1.1.5	1.1.5	Fourth Stage	
1.1.5.1	1.1.5.1	KW (Block IA)	BLOCK IA
1.1.5.1.1	1.1.5.1.1	KW Kit	
1.1.5.1.1.1	1.1.5.1.2	Guidance Unit (GU)	
1.1.5.1.1.1.1	1.1.5.1.5	Seeker	
1.1.5.1.1.1.1.1	1.1.5.1.5.1	Sensor	
1.1.5.1.1.1.1.1.1		Telescope	
1.1.5.1.1.1.1.1.2	1.1.5.1.5.2	IDA RVS	
1.1.5.1.1.1.1.1.2.1		Focal Plane Array (FPA)	
1.1.5.1.1.1.1.1.2.2		Other IDA Hardware	
1.1.5.1.1.1.2		Signal Processor (SP)	
1.1.5.1.1.1.3		Other Seeker Hardware (Mat'l Only)	
1.1.5.1.1.1.4		Seeker I&T (Labor Only)	
1.1.5.1.1.2	1.1.5.1.4	Guidance Assy	
1.1.5.1.1.2.1		Guidance & Control Processor CCA	
1.1.5.1.1.2.2		Ordnance Valve Driver (OVD) CCA	
1.1.5.1.1.2.3		Power Converter Unit (PCU) CCA	
1.1.5.1.1.2.4		IMU (KW)	
1.1.5.1.1.2.5		Other Guidance Assy Hardware (Mat'l Only)	
1.1.5.1.1.2.6		Guidance Assy I&T (Labor Only)	
1.1.5.1.1.3		Other GU Hardware (Mat'l Only)	
1.1.5.1.1.4		Guidance Unit I&T (Labor Only)	
1.1.5.1.2	1.1.5.1.3	Ejector	
1.1.5.1.3		Other KW Kit Hardware (Mat'l Only)	
1.1.5.1.4		KW Kit I&T (Labor Only)	
1.1.5.1.2		Other KW Hardware (Mat'l Only)	
1.1.5.1.3		KW I&T (Labor Only)	
1.1.5.1.4	1.1.5.1.6	Solid Divert Attitude Control System (SDACS)	
1.1.5.1.4.1	1.1.5.1.6.1	MTA & ACA Procurement	
1.1.5.1.4.1.1		MTA	
1.1.5.1.4.1.1.1		Valves	
1.1.5.1.4.1.1.2		Other MTA Hardware (Mat'l Only)	
1.1.5.1.4.1.1.3		MTA I&T (Labor Only)	
1.1.5.1.4.2		ACA	
1.1.5.1.4.2.1		Valves	
1.1.5.1.4.2.2		Other ACA Hardware (Mat'l Only)	
1.1.5.1.4.2.3		ACA I&T (Labor Only)	
1.1.5.1.4.2	1.1.5.1.6.2	SDACS Other Hardware	
1.1.5.1.4.2.1		Gas Generator	
1.1.5.1.4.2.2		Other Hardware (Mat'l Only)	
1.1.5.1.4.2.3		SDACS Other Hardware I&T (Labor Only)	
1.1.5.1.4.3	1.1.5.1.6.3	SDACS Integration & Test	
1.1.5.1.4.4	1.1.5.1.6.4	SDACS Special Test Equipment (STE)/Tooling	
1.1.5.1.4.5	1.1.5.1.6.5	SDACS Engineering Studies	
1.1.5.1.4.6	1.1.5.1.6.6	SDACS Engineering	
1.1.5.1.4.7	1.1.5.1.6.7	SDACS Program Management	
1.1.5.2	1.1.5.2	KW (Block IB)	BLOCK B
1.1.5.2.1	1.1.5.2.1	Guidance Unit (GU)	
1.1.5.2.1.1	1.1.5.2.5	Sensor	
1.1.5.2.1.1.1	1.1.5.2.5.1	Telescope	
1.1.5.2.1.1.2	1.1.5.2.5.2	IDA RVS	
1.1.5.2.1.1.2.1		Focal Plane Array (FPA) RVS	
1.1.5.2.1.1.2.2		Other IDA Hardware RVS	
1.1.5.2.1.1.3		IMU (KW)	
1.1.5.2.1.1.4		Other Sensor Hardware (Mat'l Only)	
1.1.5.2.1.1.5		Sensor Design, I&T (Labor Only)	
1.1.5.2.1.2		Avionics Assembly	

CCDR WBS Reporting Level	CPR WBS Reporting Level		
1.1.5.2.1.2.1	1.1.5.2.4	Avionics Assembly, Boeing	LOCK
1.1.5.2.1.2.2		Encryptor CCA	
1.1.5.2.1.3		Advanced Signal Processor (ASP)	
1.1.5.2.1.4		Other GU Hardware (Mat'l Only)	
1.1.5.2.1.5		Guidance Unit Design I&T (Labor Only)	
1.1.5.2.1.6		Guidance Unit/TDACS electrical Support	
1.1.5.2.2	1.1.5.2.2	Ejector	
1.1.5.2.2.1		Ejector Boeing	
1.1.5.2.2.2		Ejector Direct Support	
1.1.5.2.3	1.1.5.2.3	Harnesses / Antenna	
1.1.5.2.3.1		Antenna	
1.1.5.2.3.2		Harnesses	
1.1.5.2.4		Other KW Hardware (Mat'l Only)	
1.1.5.2.5		KW Design, I&T (Labor Only)	
1.1.5.2.6	1.1.5.2.6	Throttleable Divert Altitude Control System (TDACS)	
1.1.5.2.6.1	1.1.5.2.6.1	Divert Thrusters	
1.1.5.2.6.1.1		Thrusters (Actuators?)	
1.1.5.2.6.1.2		Other Thruster Hardware (Mat'l Only)	
1.1.5.2.6.1.3		Thruster I&T (Labor Only)	
1.1.5.2.6.2	1.1.5.2.6.2	ACS Thrusters	
1.1.5.2.6.2.1		Thrusters (Actuators?)	
1.1.5.2.6.2.2		Other Thruster Hardware (Mat'l Only)	
1.1.5.2.6.2.3		Thruster I&T (Labor Only)	
1.1.5.2.6.3	1.1.5.2.6.3	Gas Generators	
1.1.5.2.6.4	1.1.5.2.6.4	Other TDACS Hardware (Mat'l Only)	
1.1.5.2.6.5	1.1.5.2.6.5	Final Assembly	
1.1.5.2.6.6	1.1.5.2.6.6	TDACS Integration & Test	
1.1.5.2.6.7	1.1.5.2.6.7	TDACS Special Test Equipment (STE)/Tooling	
1.1.5.2.6.8	1.1.5.2.6.8	TDACS Engineering Studies	
1.1.5.2.6.9	1.1.5.2.6.9	TDACS Engineering	
1.1.5.2.6.10	1.1.5.2.6.10	TDACS Program Management	
1.1.5.3	1.1.5.3	KW (Bik IIA)	TDB
1.1.5.3.1	TBD	TBD	
1.1.5.3.2	TBD	TBD	
1.1.6	1.1.6	Nosecone	
1.1.7	1.1.7	Guided Missile Assembly Kit	
1.1.8	1.1.8	Guided Missile Round Integration	
1.1.8.1		Round Inert Sell-off (Upper Stage)	
1.1.8.2		Camden Operations	
1.1.8.3		FACO Operations	
1.1.9		Hardware Analysis	
1.1.10		Propulsion Technical Team	
1.2	1.2	Software	
1.2.1		Guidance, Navigation, & Control	
1.2.2		Stage 2 Software	
1.2.3		Stage 3 Software	
1.2.4		Signal Processor Software	
1.2.5		Software System Integration	
1.2.6		Support to Other IPTs	
1.3	1.3	Integration, Test & Analysis (IT&A)	
1.3.1		IT&A System Engineering (SE)	
1.3.2		Pacific Missile Range Facility (PMRF), Field Operations	
1.3.3		Data Analysis	
1.3.4		Test Equipment (TE) Maintenance and Support	
1.3.5		Special Test Equipment (STE)	
1.3.5.1		Seeker ATE	
1.3.5.2		Missile ATE	
1.3.6		Design Verification Tests (DVTs)	
1.3.7		Flight Test Round Kits	
1.4	1.4	System Engineering, Production Engineering and Functional Support	
1.4.1	1.4.1	System Engineering and Configuration Management & Data Management (CM/DM)	
1.4.2	1.4.2	System Design and Requirements	
1.4.3	1.4.3	Design Coordination	
1.4.4	1.4.4	Specialty Engineering	
1.4.5	1.4.5	Functional Design	
1.4.6	1.4.6	Simulation Tools	
1.4.7	1.4.7	Logistical and Reliability	
1.4.8	1.4.8	Responsible Engineering Authority Support	
1.4.9	1.4.9	Production Control and Operations Support	
1.4.10	1.4.10	JCR System Engineering	
1.4.11	1.4.11	End to End Distributed Development System (ETEDDS)	
1.4.12	1.4.12	Foreign Missile Sales (FMS)	
1.4.13	1.4.13	Transition to Production	
1.4.14	1.4.14	Obsolescence	
1.4.15	1.4.15	GFE Repair	
1.4.16	1.4.16	System Architecture & Analysis	
1.4.17		Other	
1.5	1.5	Program Management	
1.5.1		Technical PM	
1.5.2		Business Administration	
1.5.3		Quality Assurance	
1.6	1.6	Facilitization	
1.6.1		Rocket Motor Facilities	
1.6.2		KW Facilities	
1.6.3		All Up Round (AUR) Facilities	

ATTACHMENT 15

Work Breakdown Structure Dictionary

Aegis Ballistic Missile Defense Program STANDARD Missile-3

Work Breakdown Structure Dictionary

April 27, 2006

Aegis Ballistic Missile Defense Program STANDARD Missile-3 Work Breakdown Structure Dictionary

Introduction:

This Contract Work Breakdown Structure (CWBS) Dictionary is generated for the STANDARD Missile – 3 (SM-3) contract in support of the AEGIS Ballistic Missile Defense (BMD) Program. The intent of this CWBS Dictionary is to define the tasks that will be utilized in support of the AEGIS BMD Program. The data contained herein is broken down to the requested CCDR reporting WBS levels.

The objective of this AEGIS BMD Program is to continue to demonstrate, evolve, and provide the proven capability to intercept ballistic missiles with the STANDARD Missile-3, integrated with the AEGIS Weapons System (AWS).

It is expected that this CWBS Dictionary will continue to evolve and expand as the requirements and objectives of this program continue to grow.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1 SM-3 Missile** – The SM-3 Missile WBS element covers the total effort required for the management, development, and production of the STANDARD Missile-3 (SM-3) Missile in accordance with the goals and objectives defined in the statement of work for the AEGIS BMD Program. This involves all efforts associated in continuing to demonstrate, evolve, and provide the ability to intercept ballistic missiles with an SM-3 missile as integrated with the AWS.
- 1.1 Hardware** – This is a summary WBS element that covers all hardware activity. It includes the procurement of materials and the fabrication, assembly, test, and integration of hardware assets that will be required for the execution of the STANDARD Missile-3 (SM-3) Program.
 - 1.1.1 Hardware Engineering** – This element provides for planning, coordination and oversight of the hardware activities associated with the STANDARD Missile-3 (SM-3) Program. This shall include cost account management preparation, maintenance and reporting, as well as technical leadership and support. The Hardware Integrated Product Team (IPT) Lead shall provide technical subcontract management support as required.
 - 1.1.2 First Stage** – This element provides for support labor associated with monitoring, tracking, and allocating the usage of the MK72 first stage boosters to support the requirements of the STANDARD Missile-3 (SM-3) Program. This element also provides for refurbishing existing MK72 boosters as required to support the Block IA configuration.
 - 1.1.3 Second Stage** – This is a summary WBS element that covers the Steering Control Section (SCS), Dual Thrust Rocket Motor (DTRM), and Staging Assembly.
 - 1.1.3.1 Steering Control Section (SCS)** – This WBS element provides for procurement, hardware fabrication, component assembly, and stage assembly/integration of test and deliverable SCSs units to meet the requirements of the STANDARD Missile-3 (SM-3) Program. It provides for repair as required to support the Block 0 and Block I Flight Test Rounds/ Initial Deployment Rounds (FTRs/IDRs), and maintenance for Inert Operational Missile (IOM) assets. It also provides for supporting development and procuring hardware as required for the integration of the new Value Engineering Change Proposal (VECP) SCS design.
 - 1.1.3.2 Dual Thrust Rocket Motor (DTRM)** – This WBS element provides for procurement, hardware fabrication, component assembly, and stage assembly/integration of test and deliverable MK104 DTRM units to meet the requirements of the STANDARD Missile-3 (SM-3) Program, and for tracking and managing the MK104 inert DTRMs.
 - 1.1.3.3 Staging Assembly** – This WBS element provides for the labor and material required to fabricate, integrate, and test Staging Assemblies. It includes supporting the implementation of a new Block IA design that integrates the form and functionality of the new VECP Steering Control, and the removal of the PCU electronics assembly.
 - 1.1.4 Third Stage** – This is a summary WBS element that covers the Guidance Section and Third Stage Rocket Motor (TSRM).
 - 1.1.4.1 Guidance Section** – This WBS element provides for the procurement of Guidance Section parts as well as fabrication, assembly, integration and testing of the Guidance Sections to meet the requirements of the STANDARD Missile-3 (SM-3) Program. It

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

includes the implementation of a new design that consists of upgraded or new hardware elements to meet Block I and IA requirements.

- 1.1.4.2 Third Stage Rocket Motor (TSRM)** – This is a summary WBS element for the Third Stage Rocket Motor in support of the STANDARD Missile-3 (SM-3) Program.
- 1.1.4.2.1 TSRM ACS Procurement** – The procurement of ACS subsystem hardware is included in the WBS element. This includes all management, engineering, hardware, STE, and integration and test activities to deliver ACS hardware in support of TSRM test and delivery activities.
- 1.1.4.2.2 TSRM Hardware** – The TSRM Hardware WBS element includes all non-ACS procurement, hardware fabrication, component assembly, and stage assembly/integration of test and deliverable TSRM units. Integration of the TSRM rocket motor with ACS subsystem components is included in this WBS element.
- 1.1.4.2.3 TSRM Integration and Test** – The TSRM Integration and Test WBS element includes performance of component and subsystem tests at/by ATK. This WBS element also includes round-level integration support and system level tests.
- 1.1.4.2.4 TSRM STE/Tooling** – The TSRM STE/Tooling WBS element includes design, analysis, fabrication and/or procurement, checkout and maintenance of all TSRM STE/Tooling. This includes test, manufacturing, assembly, integration and handling of STE/Tooling.
- 1.1.4.2.5 TSRM Engineering** – The TSRM Engineering WBS element includes the effort to support technical aspects of the TSRM program. The engineering disciplines included in this WBS element are: project engineering, analysis (structural, thermal, ballistics), drafting, system safety, testing and process engineering.
- 1.1.4.2.6 TSRM Program Management**– This TSRM Program Management WBS element includes the effort associated with technical, administrative, and financial management of the TSRM program. The TSRM program team is comprised of personnel from: program management, financial analysis, material management, research lab, contract administration and quality engineering.
- 1.1.5 Fourth Stage** – This is a summary WBS element for the Fourth Stage and includes the KW and its subsystems, Ejector, Nosecone and Fourth Stage IA&T (KW Integration).
- 1.1.5.1 Seeker** – This is a summary WBS element for all Seeker components, including the Integrated Dewar Assembly (IDA), Telescope/Sensor, Electronics activity, and Integration and Test.
- 1.1.5.1.1 Integrated Dewar Assembly (IDA)** – This WBS element provides for the parts, fabrication, assembly, and testing of Integrated Dewar Assemblies required to meet the needs of the STANDARD Missile-3 (SM-3) Program. This includes supporting system analysis and trade studies required for an Advanced Seeker that includes a two-color dewar assembly, continuing Focal Plane Array (FPA) fabrication and hybridization as required to support advanced discrimination work, fabricating a two-color dewar assembly for use in a proof of design all-reflective optical system, and performing qualification testing of the two-color IDA.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1.1.5.1.2 Telescope/Sensor** This WBS element provides for the fabrication, assembly and testing of the Block 0 and Block I telescope assemblies for engineering. It includes defining and executing environmental qualification of the Block I design. It also includes supporting system analysis and trade studies required for an Advanced Seeker that supports advanced discrimination. It also provides for testing to characterize the proof of design two-color all-reflective sensor. In addition, it includes the development of one-color and two-color sensor calibration procedures and the upgrade of test equipment to accommodate calibration, as well as the qualification testing of the advanced telescope assembly.
- 1.1.5.1.3 Electronics** – This WBS element provides for maintaining the design, procuring parts, fabricating, assembling and testing both the Block 0 and Block I electronics unit for engineering. It includes implementing an upgraded Signal Processor/Electronics unit with improved throughput and memory, for incorporation into the Kinetic Warhead (KW).
- 1.1.5.1.4 Seeker Integration, Analysis & Test (IA&T)** - This WBS element provides for the integration and test of engineering Seekers to meet the requirements of the STANDARD Missile-3 (SM-3) Program. This includes design modifications as needed, completing the design of the Seeker STE modifications and new Seeker test and calibration chambers, and the integration and test of two-color all reflective seekers.
- 1.1.5.1.5 Production Sensor, Electronics, IA&T** – This WBS element provides for the procurement of materials, and the fabrication, assembly, integration, and testing needed to meet the requirements of the STANDARD Missile-3 (SM-3) production program for Sensor Assemblies, Electronics, and Seeker Integration.
- 1.1.5.2 KW Guidance Assembly** – This WBS element provides the parts, fabrication, assembly and test of the Guidance Assemblies needed to meet the requirements of the STANDARD Missile-3 (SM-3) Program.
- 1.1.5.3 Seeker and KW Guidance Assembly (GA) Integration (Guidance Unit)** – This WBS element provides the integration, assembly, and test of the Guidance Assembly and Seeker, which then comprises the Guidance Unit.
- 1.1.5.4 DACS** – This is a summary WBS element for the Divert Attitude Control System (DACS) in support of the STANDARD Missile-3 (SM-3) Program, and includes all Solid Divert Attitude Control System (SDACS) and Throtttable Divert and Attitude Control System (TDACS) activities.
- 1.1.5.4.1 SDACS MTA/ACA Procurement** – The procurement of MTA and ACA subsystem hardware is included in this WBS element. This includes all management, engineering, hardware, STE and integration and test activities to deliver MTA and ACA hardware in support of SDACS test and delivery activities.
- 1.1.5.4.2 SDACS Hardware** – The SDACS Hardware WBS element includes non-MTA/ACA procurement, hardware fabrication, component assembly, and stage assembly/integration of test and deliverable SDACS units. Integration of the SDACS gas generator with MTA and ACA valve assemblies is included in this WBS element.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1.1.5.4.3 SDACS Integration and Test** – The SDACS Integration and Test WBS element includes performance of component and subsystem tests at ATK. This WBS element also includes round-level integration support and system level tests.
- 1.1.5.4.4 SDACS STE/Tooling**– The SDACS STE/Tooling WBS element includes design, analysis, fabrication and/or procurement, checkout and maintenance of all SDACS STE/Tooling. This includes test, manufacturing, assembly, integration and handling STE/Tooling.
- 1.1.5.4.5 SDACS Engineering Studies** – This WBS element provides for developing advanced concept trade studies for SDACS operations, focused on increasing divert capability and operating life, improve performance, improve manufacturability, and/or reduce risk.
- 1.1.5.4.6 SDACS Engineering**– The SDACS Engineering WBS element includes the effort to support technical aspects of the SDACS program. The engineering disciplines included in this WBS element are: project engineering, analysis (structural, thermal, ballistics), drafting, system safety, testing and process engineering.
- 1.1.5.4.7 SDACS Program Management** – The SDACS Program Management WBS element includes the effort associated with technical, administrative and financial management of the SDACS program. The SDACS program team is comprised of personnel from: program management, financial analysis, material management, research lab, contract administration and quality engineering.
- 1.1.5.4.8 TDACS** – This WBS element provides for the program management and engineering services required to complete the Throttleable Divert and Attitude Control System (TDACS) design, validation, and test, and conduct the appropriate reviews.
- 1.1.5.5 Ejector** – This WBS element provides for the procurement, engineering services, hardware fabrication, and unit assembly and testing needed to meet the Ejector Assembly requirements of the STANDARD Missile-3 (SM-3) Program.
- 1.1.5.6 Nosecone** – This WBS element provides for the procurement, engineering services, hardware fabrication, and unit assembly and testing needed to meet the Nosecone requirements of the STANDARD Missile-3 (SM-3) Program. This includes developing improvements for upgraded performance, performing trade studies and materials evaluations, and incorporating design changes as appropriate.
- 1.1.5.7 Fourth Stage IA&T (KW Integration)** – This WBS element provides Raytheon oversight, management and engineering services required for the overall integration of the KW including the Guidance Unit, Seeker and the Ejector.
- 1.1.5.8 Fourth Stage IA&T (KW Integration) Subcontract** – This WBS element provides management and engineering services and procurement activities required for the integration of the KW including the Guidance Unit, Seeker and the Ejector. Beginning with FY'05 Production Rounds (CLIN 0008), this WBS element provides for the management, engineering services and procurement activities for the Guidance Unit, Seeker and the Ejector. This WBS element is unique to the Boeing Subcontract.
- 1.1.5.9 JCR Unique Design, Assembly, and Test** – This WBS element provides for design, assembly, and test activities that are unique to the SM-3 JCR Missile. These activities include supporting the development of the Optic Cover, the Instrumentation Units, and the Nosecone Assembly.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1.1.6 Guided Missile Assembly Kit** – This WBS element provides for the procurement, engineering services, hardware, and fabrication of the Control Surfaces, the Strakes, the Dorsal Fins, the Harnesses, and all other miscellaneous Upper Stage hardware.
- 1.1.7 Guided Missile Round Integration** – This is a summary WBS element for integration of the guided missile round including Round Inert Sell-off (Upper Stage), WSMR Operations, and Camden Operations.
 - 1.1.7.1 Round Inert Sell-off (Upper Stage)** – This WBS element provides for engineering services for Round Level Sell-off at the Round Level Check-out Facility (RLCF). This element also includes the provision of engineering services required for assembly, test, and analysis at the round level. Also included in this WBS element is software installation.
 - 1.1.7.2 White Sands Missile Range (WSMR) Operations** –This WBS element provides for engineering and management activities required to support the activities at WSMR, which include assembly and test of the inert and live missiles.
 - 1.1.7.3 Camden Operations** –This WBS element provides for the fabrication, assembly, integration and test of the Guided Missile Assemblies and Rounds at Camden through FY'04 Production Rounds. Beginning with FY'05 Production Rounds (CLIN 0008), this WBS element provides for the final Guided Missile Round integration and test.
 - 1.1.7.4 FACO Operations** – This WBS element provides for the fabrication, assembly, integration and test of the Kinetic Warhead and the Third Stage Element Assemblies at Tucson beginning with FY'05 Production Rounds.
- 1.1.8 Hardware Analysis** – This WBS element provides the engineering services required to provide structural analysis, thermal analysis, EO, Aero and electrical analysis. This WBS element also provides the engineering required for the continued integration and test planning for subsystem and system Design Verification Tests (DVT), development, maintenance, and implementation the SM-3 Program Contamination Control Plan (CCP).This WBS element also includes round assembly and design, requirements support, interface control drawings, obsolete parts management and Mass Properties.
- 1.1.9 Propulsion Technical Team and TTP** - This WBS element provides for the propulsion team activities required to manage the technical, financial and schedule requirements of the propulsion IPT and all required Transition to Production (TTP) activities required by the propulsion team for manufacturing readiness.
- 1.2 Software** –This WBS element provides for software development and maintenance, upgrades of missile Computer Software Configuration Items (CSCI), Software Design and Analysis, and software design documentation. Also included in this WBS element are Software Integration and Test, Software Quality Assurance and Software CM.
- 1.3 Integration, Test and Analysis** – This is a summary WBS element for all Integration and Test activity, including Design Verification Tests and STE.
 - 1.3.1 IT&A SE** – This element provides for the Integration, Test and Analysis lead activities required to manage the technical, financial and schedule requirements of the IT&A IPT.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1.3.2 Pacific Missile Range Facility (PMRF) Field Operations** – This WBS element provides for engineering and management activities required to support the Field Operations at PMRF. Activities at PMRF include CSEDS, WIT, shipboard, and range flight test operations.
- 1.3.3 Data Analysis** – This WBS provides the engineering required to analyze and document data from acceptance testing and for all flight test operations.
- 1.3.4 Test Equipment Maintenance and Support** – This WBS element provides for the maintenance and upgrade of the Special Test Equipment (STE) to support missile integration, field testing, and flight test operations. This also includes the procurement and fabrication of additional hardware and software as required, to accommodate the collection of nosecone instrumentation data from the Instrumentation Unit telemeter for the JCR Program. In addition, the support efforts will include resolution of STE parts obsolescence issues.
- 1.3.5 Special Test Equipment (STE)** – This WBS provides for the design, procurement and engineering services for all Component Level and Round Level STE upgrades as well as procedure proofing for test equipment required to verify and accept SM-3 hardware.
- 1.3.6 Design Verification Tests (DVTs)** – This WBS provides support to all DVT and HAT testing, planning and execution of round level DVT including the coordination of IOM asset utilization, communication/coordination with supporting government agency test facilities and other activities.
- 1.4 Facilitization** – This WBS provides for facilities upgraded needed to support the transition of SM-3 from engineering to a manufacturing environment.
- 1.5 System Engineering, Production Engineering and Functional Support** – This is a summary WBS element for all Systems Engineering, Production Engineering and Operations support for the STANDARD Missile-3 (SM-3) Program.
- 1.5.1 Systems Engineering and Configuration Management and Data Management** – This WBS element provides for the Systems Engineering lead activities required to manage the technical, financial and schedule requirements of the Systems Engineering IPT. In addition, this element includes Configuration and Data Management, maintenance of the Engineering Notebook (ENB) and the System Engineering Management Plan (SEMP).
- 1.5.2 System Design and Requirements** – This WBS element covers the basic requirements development and design including, but not limited to, Prime Item Development Specification (PIDS), Critical Item Development Specification (CIDS), Software Requirements Specifications (SRS) and Interface Requirements Specifications (IRS); Maintenance and validation of System Requirements, Design, Interface, and Control Documents.
- 1.5.3 Design Coordination** – This WBS element covers the direct coordination and interface with the hardware team, Performance Verification Reports (PVRs) and coordination of testing environments.
- 1.5.4 Specialty Engineering** – This WBS element covers Specialty Engineering which includes Safety, Reliability, and Electromagnetic Environmental Effects (E3) Planning.

Aegis Ballistic Missile Defense Program

STANDARD Missile-3

Work Breakdown Structure Dictionary

- 1.5.5 Functional Design** – This WBS element covers the basic Functional Design activities including algorithm design and performance assessment.
- 1.5.6 Simulation Tools** – This WBS element covers all Simulation Tools including Hardware in the Loop (HIL), Computer in the Loop (CIL), Flight Simulation, System Testbed, 6-DOF, and other support simulations.
- 1.5.7 Logistics and Reliability** – This WBS element includes logistics support planning for the SM-3 missile system and continually evaluates support resources required during the life cycle of the program. The activities include Supportability IPT participation and Team Lead, Integrated Logistics Database maintenance, review and update of ILS Documentation/Technical Manuals as required, execution of the Missile Service Life Prediction and Surveillance Program and assessment of containers and handling equipment.
- 1.5.8 Responsible Engineering Authority (Manufacturing)** – This WBS element includes the REA support to ensure efficient and timely manufacture of the STANDARD Missile-3 (SM-3). Activities include engineering technical assistance to production personnel, transfer of engineering knowledge, skills, processes and procedures to production personnel and to solve production-related problems.
- 1.5.9 Production Control and Operations Support** – This WBS element includes an allocation from the operations organization for supervision, admin, etc. that cannot be separately identified to a major component level. The functional support from the production control organization includes master scheduling, material handler, dispatch, receiving, storage of material, kitting and supplier management qualification.
- 1.5.10 JCR Systems Engineering** – This WBS element provides for system analysis and trade studies in support of STANDARD Missile-3 (SM-3) Joint Cooperative Research Systems Engineering, JCR flight test support engineering services (TI 4-1) and Block II JCR SCD (TI 4-15).
- 1.5.11 ETEDDS** – This WBS element provides for support of STANDARD Missile-3 (SM-3) Block 04 Engineering, End To End Distributed Development System (ETEDDS) development and use (TI 4-4).
- 1.5.12 FMS** – This WBS element provides for Level of Effort (LOE) Engineering Service activities to support FMS (CLIN 0005), FMS Rate Capability (CLIN 0014), and FMS Configuration Reviews (CLIN 0015).
- 1.5.13 TTP Process Proofing** – This WBS element provides the nonrecurring effort associated with the development and proofing of all required Transition to Production (TTP) (i.e. manufacturing) processes.
- 1.5.14 Other** – This WBS element provides for: 1) support of live fire testing with an SM-3 two-color sensor on the DC-10 Captive Carry Airborne Testbed (DCCAT) platform (TI 4-5), 2) engineering services in support of SM-3 Technology Development Engineering Support (TI 4-6), 3) report out on Solid Divert Attitude Control System (SDACS) disk design applicability to SM-3 (TI 4-7) and 4) flight test engineering services (TI 4-8).

Aegis Ballistic Missile Defense Program
STANDARD Missile-3
Work Breakdown Structure Dictionary

- 1.6** **Program Management** – This element provides for program management office tasks related to the coordination and execution of development, manufacture, assembly, integration and testing of SM-3 Missile activity. Included in this WBS element are Technical Program Management, Risk Management, Business Management/Administration, Scheduling, Property, Major Subcontract Administration and Quality Assurance functions.

SHIPPING INSTRUCTION DATA

ATTACHMENT 16

CONTRACT NO. N00024-07-C-6119

MODIFICATION NO. N00024-07-NR-47474

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Dec 08		0001	2	IN PLACE, AUR FACILITY CAMDEN AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Mar 09		0001	5	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jun 09		0001	3	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 09		0001	8	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Mar 10		0001	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 08		0005	2	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

SHIPPING INSTRUCTION DATA
NAVSEA 4336/1 (REV. 6-90)
AWARD

NOTE FOR REQUIRED DELIVERY DATE (RDD):
DAC = CALENDAR DAYS AFTER CONTRACT
MAC = MONTHS AFTER CONTRACT AWARD
MAOE = MONTHS AFTER OPTION EXERCISE

SHIPPING INSTRUCTION DATA

ATTACHMENT 16

CONTRACT NO. N00024-07-C-6119

MODIFICATION NO. N00024-07-NR-47474

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Oct 08		0005	7	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 10		0003	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 10		0003	6	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Feb 11		0003	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 09		0007	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jun 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

SHIPPING INSTRUCTION DATA
NAVSEA 4336/1 (REV. 6-90)
AWARD

NOTE FOR REQUIRED DELIVERY DATE (RDD):
DAC = CALENDAR DAYS AFTER CONTRACT
MAC = MONTHS AFTER CONTRACT AWARD
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SHIPPING INSTRUCTION DATA

ATTACHMENT 16

CONTRACT NO. N00024-07-C-6119

MODIFICATION NO. N00024-07-NR-47474

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Sep 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 11		0004	6	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jun 10		0009	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

ATTACHMENT 17
SM-3 BLK IA CONFIGURATION

COST AND SOFTWARE DATA REPORTING PLAN

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM Aegis BMD SM-3 Missile		2a. WEAPON SYSTEM TYPE Missile System		<input checked="" type="checkbox"/> INITIAL SUBMISSION	4. DATE AS OF (MM/DD/YY)		5. REPORT DATE (MM/DD/YY)				
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>				<input type="checkbox"/> CHANGE							
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) 17320 Dahlgren Road Dahlgren, VA 22448		(b)(6)		PROGRAM		8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452					
				CONTRACT		9. REVIEW AND REFERENCE NUMBER					
10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS		12. CONTRACTOR (DUNS Code)		13. CONTRACT NUMBER		14. REPORT FREQUENCY			
a. PROGRAM		b. CONTRACT						a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
7.9.2		1.0		Raytheon		N00024-07-C-6119		X			
7.9.2.1/7.9.2.6		1.1						X			
7.9.2.1/7.9.2.6		1.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.3						X			
7.9.2.1/7.9.2.6		1.1.3.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.3.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.3.3						X	X	X	
7.9.2.1/7.9.2.6		1.1.4						X			
7.9.2.1/7.9.2.6		1.1.4.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.3						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.4						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.4.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.4.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.4.3						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.5						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.6						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.1.7						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2						X			
7.9.2.1/7.9.2.6		1.1.4.2.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.2.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.2.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.2.3						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.3						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.4						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.5						X	X	X	
7.9.2.1/7.9.2.6		1.1.4.2.6						X	X	X	
7.9.2.1/7.9.2.6		1.1.5						X			
7.9.2.1/7.9.2.6		1.1.5.1						X			
7.9.2.1/7.9.2.6		1.1.5.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1.2.1						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1.2.2						X	X	X	
7.9.2.1/7.9.2.6		1.1.5.1.1.1.1.2.2						X	X	X	

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS	12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT				a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.3				(b)(3) (i) USC §130 (b)(3)			X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2	X						
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.5	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.6	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.1.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.1.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4	X						
7.9.2.1/7.9.2.6	1.1.5.1.4.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.1.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.1.2.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.2.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.5	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.6	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.1.4.7	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2	X						
7.9.2.1/7.9.2.6	1.1.5.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.1.5	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.5	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.1.6	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.2.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.2.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.3	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.3.1	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.3.2	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.4	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.5	X	X	X				
7.9.2.1/7.9.2.6	1.1.5.2.6	X	X	X				

DD FORM 2794, Oct 2003

PREVIOUS EDITION IS OBSOLETE

10. WBS ELEMENT CODE		11. WBS	12. CONTRACTOR	13. CONTRACT	14. REPORT FREQUENCY			
a. DD 1921	b. DD 1921-1 (Part 1)	c. DD 1921-1 (Part 2)	d. DD 2630					

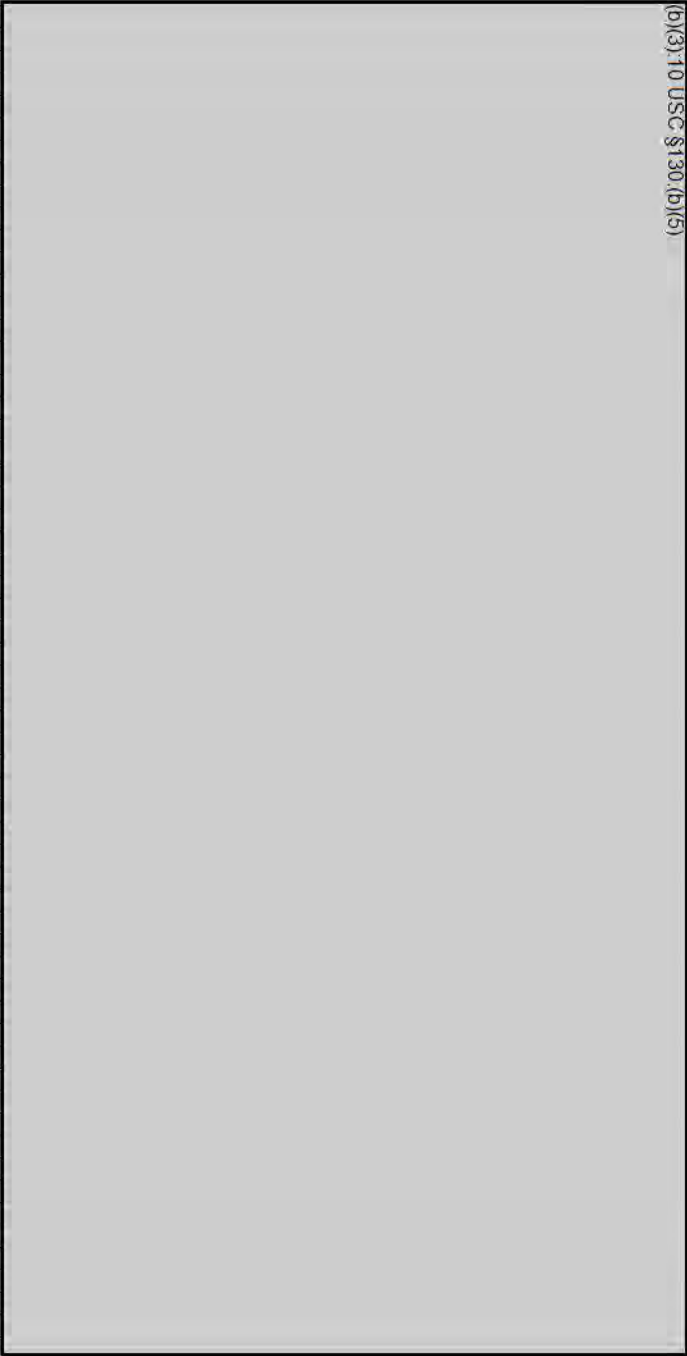
a. PROGRAM	b. CONTRACT	REPORTING ELEMENTS	(DUNS Code)	NUMBER	REQUIRED	REQUIRED	REQUIRED	REQUIRED
7.9.2.1/7.9.2.6	1.1.5.2.6.1	(b)(3) 10 USC §130 (b)(5)			X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.1.1				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.1.2				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.1.3				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.2				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.2.1				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.2.2				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.2.3				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.3				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.4				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.5				X			
7.9.2.1/7.9.2.6	1.1.5.2.6.6				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.7				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.8				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.9				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.2.6.10				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.3				X			
7.9.2.1/7.9.2.6	1.1.5.3.1				X	X	X	
7.9.2.1/7.9.2.6	1.1.5.3.2				X	X	X	
7.9.2.1/7.9.2.6	1.1.6				X			
7.9.2.1/7.9.2.6	1.1.7				X			
7.9.2.1/7.9.2.6	1.1.8				X			
7.9.2.1/7.9.2.6	1.1.8.1				X	X	X	
7.9.2.1/7.9.2.6	1.1.8.2				X	X	X	
7.9.2.1/7.9.2.6	1.1.8.3				X	X	X	
7.9.2.1/7.9.2.6	1.1.9				X			
7.9.2.1/7.9.2.6	1.1.10				X			
7.9.2.1/7.9.2.6	1.2				X		X	X
7.9.2.2	1.2.1				X	X		
7.9.2.2	1.2.2				X	X		
7.9.2.2	1.2.3				X	X		
7.9.2.2	1.2.4				X	X		
7.9.2.2	1.2.5				X	X		
7.9.2.2	1.2.6				X	X		
7.9.2.2	1.3				X			
7.9.2.2	1.3.1				X	X		
7.9.2.2	1.3.2				X	X		
7.9.2.2	1.3.3				X	X		
4.2.1	1.3.4				X	X		
7.9.2.4	1.3.5				X	X		
7.9.2.2	1.3.5.1			X	X			
7.9.2.5	1.3.5.2			X	X			
7.9.2.2	1.3.6			X	X			
7.9.2.5	1.3.7			X	X			
7.9.2.2	1.4			X				
7.9.2.2	1.4.1			X				
7.9.2.2	1.4.2			X				
7.9.2.2	1.4.3			X				
7.9.2.2	1.4.4			X				
7.9.2.5	1.4.5			X				
7.9.2.5	1.4.6			X				
7.9.2.5	1.4.7			X				
7.9.2.5	1.4.8			X				
7.9.2.2	1.4.9			X				
7.9.2.2	1.4.10			X				
7.9.2.2	1.4.11			X				
7.9.2.2	1.4.12			X				
7.9.2.2	1.4.13			X				
7.9.2.2	1.4.14			X				
7.9.2.2	1.4.15			X				
7.9.2.2	1.4.16			X				

DD FORM 2794, Oct 2003

PREVIOUS EDITION IS OBSOLETE

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS	12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT				a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
7.9.2.1/7.9.2.6	1.4.17	Other			X	X	X	

7.9.2.1/7.9.2.6	1.5
7.9.2.1/7.9.2.6	1.5.1
7.9.2.1/7.9.2.6	1.5.2
7.9.2.1/7.9.2.6	1.5.3
7.9.2.1/7.9.2.6	1.6
7.9.2.1/7.9.2.6	1.6.1
7.9.2.1/7.9.2.6	1.6.2
7.9.2.1/7.9.2.6	1.6.3



(b)(3)10 USC §130 (b)(5)

X
 X
 X
 X
 X
 X
 X

X
 X
 X

10. WBS ELEMENT CODE		(b)(3);(1) USG §130; (b)(5)	12.	13.	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT		CONTRACTOR (DUNS Code)	CONTRACT NUMBER	a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
						X		
					X			
					X			
					X			
					X			
					X			
					X			
					X			
					X			
					X			
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					X			
					X			
					X			
					X			
					X			
					X			

15a. SUBMISSION	15b. FORM	15. CCDR SUBMISSION	15c. EVENT	15d. AS OF DATE	15e. DUE DATE
001 002	1921, 1921-1, 2630 1921, 1921-1, 2630		Initial Report Subsequent Reports	4/30/2008 Yearly - 30 April	6/30/2008 Yearly - 30 June

SPECIAL CONTRACTOR INSTRUCTIONS

PROGRAM OFFICE RESPONSIBILITIES

1. Mandatory Policy Guidance:

Department of Defense Directive Number 5000.1, effective May 12, 2003, authorizes publication of DoD Instruction 5000.2, "Operation of the Defense Acquisition System," effective May 12, 2003.

DoD 5000.4M CARD development, DoD 5000.4M-1 Contractor Cost Data Report System and DoD 5000.4M-2 Software Resource Data Reporting System provide for the requirements for CCDR Reporting for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs. Unless waived by the CAIG Chairman, CCDR reporting is required on all major contracts and subcontracts, regardless of contract type valued at more than (b)(4) (FY 2002 constant dollars). CCDR reporting may also be required on high-risk or interest contracts priced between (b)(4) and (b)(4). CCDR Reporting is not required on contracts priced below (b)(4).

2. CCDR Plan Updates:

The MDA will review and approve all CCDR Plans and any subsequent changes before each contract award or modification. If CCDR requirements are expected to change when a contract option is exercised, a revised CCDR plan will be submitted for MDA approval prior to award. CCDR Plans will be updated to reflect current policy regarding CCDR requirements before any new contract or major modification is made.

3. Contract CCDR CDRLs:

The Program Manager will forward an extract of the request for proposals (RFP) to MDA before issuing any RFP. MDA will follow-up with the PM and CWIPT if the solicitation deviates from the approved CCDR Plan. The Program Office will forward one copy of the CDRL items that establish the WBS, WBS dictionary, and the CCDR Reporting requirements to MDA within 30 days after contract containing such requirements is awarded.

4. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airframe weight is a mandatory requirement for aircraft contracts. For Program CSDR plans, identify the specific unclassified characteristic and related metrics (e.g., weight, range, and speed) for each prime, associate, or subcontractor that might meet the CCDR reporting thresholds.

6. Subcontractor's potentially meeting CCDR reporting threshold:

The Program Manager shall provide the names and addresses of associate contractors and lower tier subcontractors who potentially meet the CCDR reporting thresholds, along with specific WBS elements and key technical characteristics for which they are responsible. If any of these elements are not known when the plan is submitted, the PM shall submit a revised plan when the information becomes available.

PROGRAM OVERVIEW AND CONTRACTING APPROACH

1. Program Overview:

Technology Development Program and Testbed-Flight Test Program to demonstrate the implementation of technologies in the Aegis Ballistic Missile Defense Program, Block 04,06 and 08. Incorporation of these technologies in the STANDARD Missile-3 (SM-3) missile is defined by Block I and Block IA missile configurations.

2. Contracting Approach:

Raytheon Sole Source contract N00024-07-C-6119. Acquisition and development will be via a capabilities based requirements, evolutionary approach implemented through spiral development.

3. Quantity Overview under Raytheon contract (N00024-07-C-6119):

CLIN 0001 will consist of 27 SM-3 Block IA Missiles
CLIN 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

CONTRACTOR INSTRUCTIONS

1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing, managing, administering and ultimately applying CCDR data to cost analysis problems, the Missile Defense Agency (MDA)/PD452 requires contractors to submit CCDRs in electronic format. The medium MDA requires for these reports, which contain financial data, is Microsoft Excel. Pre-formatted templates along with submittal instructions, delivery methods and instructional tutorials for the DD Form 1921 CDSR, DD Form 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) PCR are available from the DCARC website: <http://dcarc.pae.osd.mil/>. Transmittal of DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) from defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (b)(6) or posted to the PD452 IDE.

2. Report Structure:

The overarching conceptual framework governing the scope and level of indenture for financial and resource data within the CCDR DD Forms 1921, 1921-1, is the concept of a product oriented Work Breakdown Structure (WBS), which promulgated within the DD Form 2794 Cost Data Reporting Plan. In those instances where a contractor is unable to comply with the financial reporting structure outlined in DoD 5000.4M-1 Contractor Cost Data Report System for DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II), the following instructions will apply:

In the event that the contract WBS (CWBS) is not structured as a product-oriented WBS (i.e., identifies hardware and software end items) and/or does not isolate end item costs at a level of detail sufficient for estimating hardware end items, then the contractor will undertake one of three data mapping schemes in order to provide the Government data in a product oriented fashion.

The contractor will isolate costs for each applicable hardware end item, software end item, and SEIT/PM element by means of, either a downward allocation, upward allocation, and/or lateral transfer of costs from WBS elements containing constituent costs for the items. The data mapping scheme which traces all upward, downward and lateral transfer of costs from the CWBS to the resulting end items costs shall be provided to MDA/PD452 as part of the DD Form 2794 Cost Data Reporting Plan.

The overarching conceptual framework governing the scope and timing of report submittals for the SRDR DD Forms 2630-2 and 2630-3 will be by major build of software. A "build" is defined to represent a unique deliverable product to the Government with sufficient scope and depth to capture significant software development effort. In the event that multiple minor software releases occur during the timeframe between the initial and final SRDR submittal for a "major build", then the contractor will use the remarks section to indicate the scope and content of these interim software activities.

3. Recurring vs Non-Recurring Costs:

Recurring and non-recurring will be captured in a cost effective and practical manner, and will be reported according to the instructions within the DoD 5000.4M-1 Contractor Cost Data Report System. Cost may be reported in a non-recurring manner only if the following conditions exist (with the Cost IPT approval): the developmental nature of the contractual effort; a limited quantity of variant prototypes; a non-unique nature of the same variant prototypes; and/or the elevated delta costs to maintain accountability at levels needed to differentiate between recurring and non-recurring efforts.

4. Subcontractor Requirements:

DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) will be flowed down to subcontractors meeting the dollar threshold for subcontractor reporting outlined in DoD 5000.4M-1 Contractor Cost Data Report System. DD Form 2630 will be flowed down to subcontractors having software development efforts valued at (b)(4). Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1(Part I), 1921-1 (Part II) and 2630. If a subcontractor and the prime cannot agree to report through the prime, a subcontractor may submit directly to the Government under the same conditions that the prime is to adhere. Based on the flow down of requirements, the prime and subcontractors will have identical reporting requirements (report type, frequency and method of transmission). The subcontract WBS will be different but complementary.

5. WBS Dictionary:

The contractor is responsible for preparing and submitting the contract WBS dictionary within 30 days of contract award per Data Item Description (DID) 81334.

6. Common Subsystems:

N/A

7. Number of Units:

In the DD Form 1921 Cost Data Summary Report column titled "Number of Units" (Column G) and the DD Form 1921-1 Functional Cost Hour Report quantity box (block 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting element.

8. General Reporting Guidelines:

Contractors must report all actual and estimated costs, regardless of contract ceiling or contract type (e.g., firm fixed price). This requirement may result in reported costs being higher than costs actually paid by the government. All contractor data sources should be used. However, there will be occasions when the contractor cannot, without a major effort or major change to his accounting system, provide the data in the requested format. If the contractor's accounting system aggregates incurred costs in a manner that does not coincide with CCDR definitions, the contractor should estimate the costs required for CCDR reporting and describe the estimation method in the "Remarks" section.

9. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

10. Notes:

- All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- Each FY's missile buy will be proposed and awarded separately and will have a unique CLIN to allow for segregated reporting. These CLINS+B6 will be the lot basis for 1921-1 (Part II) reporting.
- The specific characteristic of weight will be reported under ACS - Hardware and MTA & ACA - Hardware.
- Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- FMS missile procurements shall be reported separately from US requirements.
- Missile Deployment Rounds will be reported utilizing both lot and unit average methodology.

COST AND SOFTWARE DATA REPORTING PLAN

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM Aegis BMD SM-3 Missile		2a. WEAPON SYSTEM TYPE Missile System	3. SUBMISSION TYPE <input checked="" type="checkbox"/> INITIAL SUBMISSION <input type="checkbox"/> CHANGE	4. DATE AS OF (MM/DD/YY)	5. REPORT DATE (MM/DD/YY)		
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b. TELEPHONE NUMBER (b)(6)		7. WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT			
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) 17320 Dahlgren Road Dahlgren, VA 22448		6c. FAX NUMBER (b)(6)	8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452		9. REVIEW AND REFERENCE NUMBER		
6d. E-MAIL ADDRESS: (b)(6)		12. CONTRACTOR (DUNS Code) (b)(4)	13. CONTRACT NUMBER N00024-07-C-6119	14. REPORT FREQUENCY			
10. WBS ELEMENT CODE a. PROGRAM 7.9.2		11. WBS REPORTING ELEMENTS b. CONTRACT 1		a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
(b)(3):10 USC §130, (b)(5)				X			
7.9.2.1/7.9.2.6		1.1.4.2		X			
7.9.2.1/7.9.2.6		1.1.4.2.1		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.2		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.2.1		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.2.2		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.2.3		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.3		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.4		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.5		X	X		X
7.9.2.1/7.9.2.6		1.1.4.2.6		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4		X			
7.9.2.1/7.9.2.6		1.1.5.1.4.1		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.1		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.1.1		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.1.2		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.1.3		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.2		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.2.1		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.2.2		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.1.2.3		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.2		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.2.1		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.2.2		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.2.3		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.3		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.4		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.5		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.6		X	X		X
7.9.2.1/7.9.2.6		1.1.5.1.4.7		X	X		X

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS	12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT				a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
		(b)(3);10 USC §130,(b)(5)			X			
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					
			X					

15a. SUBMISSION	15b. FORM	15. CCDR SUBMISSION	15c. EVENT	15d. AS OF DATE	15e. DUE DATE
001	1921, 1921-1, 2630		Initial Report	4/30/2008	6/30/2008
002	1921, 1921-1, 2630		Subsequent Reports	Yearly - 30 April	Yearly - 30 June

SPECIAL CONTRACTOR INSTRUCTIONS

PROGRAM OFFICE RESPONSIBILITIES

1. Mandatory Policy Guidance:

Department of Defense Directive Number 5000.1, effective May 12, 2003, authorizes publication of DoD Instruction 5000.2, "Operation of the Defense Acquisition System," effective May 12, 2003.

DoD 5000.4M CARD development, DoD 5000.4M-1 Contractor Cost Data Report System and DoD 5000.4M-2 Software Resource Data Reporting System provide for the requirements for CCDR Reporting for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs. Unless waived by the CAIG Chairman, CCDR reporting is required on all major contracts and subcontracts, regardless of contract type valued at more than (b)(4) (FY 2002 constant dollars). CCDR reporting may also be required on high-risk or interest contracts priced between (b)(4) and (b)(4). CCDR Reporting is not required on contracts priced below (b)(4).

2. CCDR Plan Updates:

The MDA will review and approve all CCDR Plans and any subsequent changes before each contract award or modification. If CCDR requirements are expected to change when a contract option is exercised, a revised CCDR plan will be submitted for MDA approval prior to award. CCDR Plans will be updated to reflect current policy regarding CCDR requirements before any new contract or major modification is made.

3. Contract CCDR CDRLs:

The Program Manager will forward an extract of the request for proposals (RFP) to MDA before issuing any RFP. MDA will follow-up with the PM and CWIPT if the solicitation deviates from the approved CCDR Plan. The Program Office will forward one copy of the CDRL items that establish the WBS, WBS dictionary, and the CCDR Reporting requirements to MDA within 30 days after contract containing such requirements is awarded.

4. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airframe weight is a mandatory requirement for aircraft contracts. For Program CSDR plans, identify the specific unclassified characteristic and related metrics (e.g., weight, range, and speed) for each prime, associate, or subcontractor that might meet the CCDR reporting thresholds.

6. Subcontractor's potentially meeting CCDR reporting threshold:

The Program Manager shall provide the names and addresses of associate contractors and lower tier subcontractors who potentially meet the CCDR reporting thresholds, along with specific WBS elements and key technical characteristics for which they are responsible. If any of these elements are not known when the plan is submitted, the PM shall submit a revised plan when the information becomes available.

PROGRAM OVERVIEW AND CONTRACTING APPROACH

1. Program Overview:

Technology Development Program and Testbed-Flight Test Program to demonstrate the implementation of technologies in the Aegis Ballistic Missile Defense Program, Block 04,06 and 08. Incorporation of these technologies in the STANDARD Missile-3, (SM-3) missile is defined by Block I and Block IA missile configurations.

2. Contracting Approach:

Subcontract for Raytheon, Sole Source contract N00024-07-C-6119. Acquisition and development will be via a capabilities based requirements, evolutionary approach implemented through spiral development.

3. Quantity Overview under Raytheon contract (N00024-07-C-6119):

..... CLIN 0001 will consist of 27 SM-3 Block IA Missiles

CLIN 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

CONTRACTOR INSTRUCTIONS

1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing, managing, administering and ultimately applying CCDR data to cost analysis problems, The Missile Defense Agency (MDA)/PD452 requires contractors to submit CCDRs in electronic format. The medium MDA requires for these reports, which contain financial data, is Microsoft Excel. Pre-formatted templates along with submittal instructions, delivery methods and instructional tutorials for the DD Form 1921 CDSR, DD Form 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) PCR are available from the DCARC website, <http://dcarc.pae.osd.mil/>. Transmittal of DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) from defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (b)(6) or posted to the PD452 IDE.

2. Report Structure:

The overarching conceptual framework governing the scope and level of indenture for financial and resource data within the CCDR DD Forms 1921, 1921-1, is the concept of a product oriented Work Breakdown Structure (WBS), which promulgated within the DD Form 2794 Cost Data Reporting Plan. In those instances where a contractor is unable to comply with the financial reporting structure outlined in DoD 5000.4M-1 Contractor Cost Data Report System for DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II), the following instructions will apply:

In the event that the contract WBS (CWBS) is not structured as a product-oriented WBS (i.e., identifies hardware and software end items) and/or does not isolate end item costs at a level of detail sufficient for estimating hardware end items, then the contractor will undertake one of three data mapping schemes in order to provide the Government data in a product oriented fashion.

The contractor will isolate costs for each applicable hardware end item, software end item, and SEIT/PM element by means of, either a downward allocation, upward allocation, and/or lateral transfer of costs from WBS elements containing constituent costs for the items. The data mapping scheme which traces all upward, downward and lateral transfer of costs from the CWBS to the resulting end items costs shall be provided to MDA/PD452 as part of the DD Form 2794 Cost Data Reporting Plan.

The overarching conceptual framework governing the scope and timing of report submittals for the SRDR DD Forms 2630-2 and 2630-3 will be by major build of software. A "build" is defined to represent a unique deliverable product to the Government with sufficient scope and depth to capture significant software development effort. In the event that multiple minor software releases occur during the timeframe between the initial and final SRDR submittal for a "major build", then the contractor will use the remarks section to indicate the scope and content of these interim software activities.

3. Recurring vs Non-Recurring Costs:

Recurring and non-recurring will be captured in a cost effective and practical manner, and will be reported according to the instructions within the DoD 5000.4M-1 Contractor Cost Data Report System. Cost may be reported in a non-recurring manner only if the following conditions exist (with the Cost IPT approval): the developmental nature of the contractual effort; a limited quantity of variant prototypes; a non-unique nature of the same variant prototypes; and/or the elevated delta costs to maintain accountability at levels needed to differentiate between recurring and non-recurring efforts.

4. Subcontractor Requirements:

DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) will be flowed down to subcontractors meeting the dollar threshold for subcontractor reporting outlined in DoD 5000.4M-1 Contractor Cost Data Report System. DD Form 2630 will be flowed down subcontracts having software development efforts valued at (b)(4). Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1(Part I), 1921-1 (Part II) and 2630. If a subcontractor and the prime cannot agree to report through the prime, a subcontractor may submit directly to the Government under the same conditions that the prime is to adhere. Based on the flow down of requirements, the prime and subcontractors will have identical reporting requirements (report type, frequency and method of transmittal). The subcontract WBS will be different but complementary.

5. WBS Dictionary:

The contractor is responsible for preparing and submitting the contract WBS dictionary within 30 days of contract award per Data Item Description (DID) 81334.

6. Common Subsystems:

N/A.

7. Number of Units:

In the DD Form 1921 Cost Data Summary Report column titled "Number of Units" (Column G) and the DD Form 1921-1 Functional Cost Hour Report quantity box (block 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting element.

8. General Reporting Guidelines:

Contractors must report all actual and estimated costs, regardless of contract ceiling or contract type (e.g., firm fixed price). This requirement may result in reported costs being higher than costs actually paid by the government. All contractor data sources should be used. However, there will be occasions when the contractor cannot, without a major effort or major change to his accounting system, provide the data in the requested format. If the contractor's accounting system aggregates incurred costs in a manner that does not coincide with CCDR definitions, the contractor should estimate the costs required for CCDR reporting and describe the estimation method in the "Remarks" section.

9. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

10. Notes:

- All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- Each FY's missile buy will be proposed and awarded separately and will have a unique CLIN to allow for segregated reporting. These CLINS+B6 will be the lot basis for 1921-1 (Part II) reporting.
- The specific characteristic of weight will be reported under ACS - Hardware and MTA & ACA - Hardware
- Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- FMS missile procurements shall be reported separately from US requirements.
- Missile Deployment Rounds will be reported utilizing both lot and unit average methodology

COST AND SOFTWARE DATA REPORTING PLAN

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM Aegis BMD SM-3 Missile		2a. WEAPON SYSTEM TYPE Missile System	3. SUBMISSION TYPE <input checked="" type="checkbox"/> INITIAL SUBMISSION <input type="checkbox"/> CHANGE	4. DATE AS OF (MM/DD/YY)	5. REPORT DATE (MM/DD/YY)
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b. TELEPHONE NUMBER (b)(6)		7. WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT	
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) 17320 Dahlgren Road Dahlgren, VA 22448		6c. FAX NUMBER (b)(6)	8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452		
		6d. E-MAIL ADDRESS: (b)(6)	9. REVIEW AND REFERENCE NUMBER		

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS	12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT				a. DD 1921	b. DD 1921-1 (Part 1)	c. DD 1921-1 (Part 2)	d. DD 2630
					REQUIRED	REQUIRED	REQUIRED	REQUIRED
7.9.2	1	(b)(3);10 USC §130,(b)(5)	(b)(4)	N00024-07-C-6119	X			
7.9.2.1/7.9.2.6	1.1.5.1				X			
7.9.2.1/7.9.2.6	1.1.5.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.5				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.2.6				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.1.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.5				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.2.6				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.1.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.1.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2				X			
7.9.2.1/7.9.2.6	1.1.5.2.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.2.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.3				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.4				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.1.5				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.2.1				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.2.2				X	X		X
7.9.2.1/7.9.2.6	1.1.5.2.1.3				X	X		X

15a. SUBMISSION	15b. FORM	15. CCDR SUBMISSION	15c. EVENT	15d. AS OF DATE	15e. DUE DATE
001 002	1921, 1921-1, 2630 1921, 1921-1, 2630		Initial Report Subsequent Reports	4/30/2008 Yearly - 30 April	6/30/2008 Yearly - 30 June

**SPECIAL CONTRACTOR INSTRUCTIONS
PROGRAM OFFICE RESPONSIBILITIES**

1. Mandatory Policy Guidance:

Department of Defense Directive Number 5000.1, effective May 12, 2003, authorizes publication of DoD Instruction 5000.2, "Operation of the Defense Acquisition System," effective May 12, 2003.

DoD 5000.4M CARD development, DoD 5000.4M-1 Contractor Cost Data Report System and DoD 5000.4M-2 Software Resource Data Reporting System provide for the requirements for CC DR Reporting for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs. Unless waived by the CAIG Chairman, CC DR reporting is required on all major contracts and subcontracts, regardless of contract type valued at more than (b)(4) (FY 2002 constant dollars). CC DR reporting may also be required on high-risk or interest contracts priced between (b)(4) CC DR Reporting is not required on contracts priced below (b)(4).

2. CC DR Plan Updates:

The MDA will review and approve all CC DR Plans and any subsequent changes before each contract award or modification. If CC DR requirements are expected to change when a contract option is exercised, a revised CC DR plan will be submitted for MDA approval prior to award. CC DR Plans will be updated to reflect current policy regarding CC DR requirements before any new contract or major modification is made.

3. Contract CC DR CDRLs:

The Program Manager will forward an extract of the request for proposals (RFP) to MDA before issuing any RFP. MDA will follow-up with the PM and CWIPT if the solicitation deviates from the approved CC DR Plan. The Program Office will forward one copy of the CDRL items that establish the WBS, WBS dictionary, and the CC DR Reporting requirements to MDA within 30 days after contract containing such requirements is awarded.

4. Report Acceptance and Validation:

The Program Office will conduct a validation of the CC DRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CC DR and SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airframe weight is a mandatory requirement for aircraft contracts. For Program CSDR plans, identify the specific unclassified characteristic and related metrics (e.g., weight, range, and speed) for each prime, associate, or subcontractor that might meet the CC DR reporting thresholds.

6. Subcontractor's potentially meeting CC DR reporting threshold:

The Program Manager shall provide the names and addresses of associate contractors and lower tier subcontractors who potentially meet the CC DR reporting thresholds, along with specific WBS elements and key technical characteristics for which they are responsible. If any of these elements are not known when the plan is submitted, the PM shall submit a revised plan when the information becomes available.

PROGRAM OVERVIEW AND CONTRACTING APPROACH

1. Program Overview:

Technology Development Program and Testbed-Flight Test Program to demonstrate the implementation of technologies in the Aegis Ballistic Missile Defense Program, Block 04,06 and 08. Incorporation of these technologies in the STANDARD Missile-3 (SM-3) missile is defined by Block I and Block IA missile configurations.

2. Contracting Approach:

Subcontract for Raytheon Sole Source contract N00024-07-C-6119. Acquisition and development will be via a capabilities based requirements, evolutionary approach implemented through spiral development.

3. Quantity Overview under Raytheon contract (N00024-07-C-6119):

- CLIN 0001 will consist of 27 SM-3 Block IA Missiles
- CLIN 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

CONTRACTOR INSTRUCTIONS

1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing, managing, administering and ultimately applying CCDR data to cost analysis problems, The Missile Defense Agency (MDA)/PD452 requires contractors to submit CCDRs in electronic format. The medium MDA requires for these reports, which contain financial data, is Microsoft Excel. Pre-formatted templates along with submittal instructions, delivery methods and instructional tutorials for the DD Form 1921 CDSR, DD Form 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) PCR are available from the DCARC website: <http://dcarc.pae.osd.mil/>. Transmittal of DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) from defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (b)(6) or posted to the PD452 IDE.

2. Report Structure:

The overarching conceptual framework governing the scope and level of indenture for financial and resource data within the CCDR DD Forms 1921, 1921-1, is the concept of a product oriented Work Breakdown Structure (WBS), which promulgated within the DD Form 2794 Cost Data Reporting Plan. In those instances where a contractor is unable to comply with the financial reporting structure outlined in DoD 5000.4M-1 Contractor Cost Data Report System for DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II), the following instructions will apply:

In the event that the contract WBS (CWBS) is not structured as a product-oriented WBS (i.e., identifies hardware and software end items) and/or does not isolate end item costs at a level of detail sufficient for estimating hardware end items, then the contractor will undertake one of three data mapping schemes in order to provide the Government data in a product oriented fashion.

The contractor will isolate costs for each applicable hardware end item, software end item, and SEIT/PM element by means of, either a downward allocation, upward allocation, and/or lateral transfer of costs from WBS elements containing constituent costs for the items. The data mapping scheme which traces all upward, downward and lateral transfer of costs from the CWBS to the resulting end items costs shall be provided to MDA/PD452 as part of the DD Form 2794 Cost Data Reporting Plan.

The overarching conceptual framework governing the scope and timing of report submittals for the SRDR DD Forms 2630-2 and 2630-3 will be by major build of software. A "build" is defined to represent a unique deliverable product to the Government with sufficient scope and depth to capture significant software development effort. In the event that multiple minor software releases occur during the timeframe between the initial and final SRDR submittal for a "major build", then the contractor will use the remarks section to indicate the scope and content of these interim software activities.

3. Recurring vs Non-Recurring Costs:

Recurring and non-recurring will be captured in a cost effective and practical manner, and will be reported according to the instructions within the DoD 5000.4M-1 Contractor Cost Data Report System. Cost may be reported in a non-recurring manner only if the following conditions exist (with the Cost IPT approval): the developmental nature of the contractual effort; a limited quantity of variant prototypes; a non-unique nature of the same variant prototypes; and/or the elevated delta costs to maintain accountability at levels needed to differentiate between recurring and non-recurring efforts.

4. Subcontractor Requirements:

DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) will be flowed down to subcontractors meeting the dollar threshold for subcontractor reporting outlined in DoD 5000.4M-1 Contractor Cost Data Report System. DD Form 2630 will be flowed down subcontracts having software development efforts valued at (b)(4). Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1(Part I), 1921-1 (Part II) and 2630. If a subcontractor and the prime cannot agree to report through the prime, a subcontractor may submit directly to the Government under the same conditions that the prime is to adhere. Based on the flow down of requirements, the prime and subcontractors will have identical reporting requirements (report type, frequency and method of transmissino). The subcontract WBS will be different but complementary.

5. WBS Dictionary:

The contractor is responsible for preparing and submitting the contract WBS dictionary within 30 days of contract award per Data Item Description (DID) 81334.

6. Common Subsystems:

N/A

7. Number of Units:

In the DD Form 1921 Cost Data Summary Report column titled "Number of Units" (Column G) and the DD Form 1921-1 Functional Cost Hour Report quantity box (block 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting element.

8. General Reporting Guidelines:

Contractors must report all actual and estimated costs, regardless of contract ceiling or contract type (e.g., firm fixed price). This requirement may result in reported costs being higher than costs actually paid by the government. All contractor data sources should be used. However, there will be occasions when the contractor cannot, without a major effort or major change to his accounting system, provide the data in the requested format. If the contractor's accounting system aggregates incurred costs in a manner that does not coincide with CCDR definitions, the contractor should estimate the costs required for CCDR reporting and describe the estimation method in the "Remarks" section.

9. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

10. Notes:

- All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- Each FY's missile buy will be proposed and awarded separately and will have a unique CLIN to allow for segregated reporting. These CLINS+B6 will be the lot basis for 1921-1 (Part II) reporting.
- The specific characteristic of weight will be reported under ACS - Hardware and MTA & ACA - Hardware.
- Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- FMS missile procurements shall be reported separately from US requirements.
- Missile Deployment Rounds will be reported utilizing both lot and unit average methodology.

COST AND SOFTWARE DATA REPORTING PLAN

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM Aegis BMD SM-3 Missile		2a. WEAPON SYSTEM TYPE Missile System	3. SUBMISSION TYPE <input checked="" type="checkbox"/> INITIAL SUBMISSION <input type="checkbox"/> CHANGE	4. DATE AS OF (MM/DD/YY)	5. REPORT DATE (MM/DD/YY)		
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b. TELEPHONE NUMBER (b)(6)		7. WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT			
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) 17320 Dahlgren Road Dahlgren, VA 22448		6c. FAX NUMBER (b)(6)	8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452		9. REVIEW AND REFERENCE NUMBER		
6d. E-MAIL ADDRESS: (b)(6)		12. CONTRACTOR (DUNS Code) (b)(4)	13. CONTRACT NUMBER N00024-07-C-6119	14. REPORT FREQUENCY			
10. WBS ELEMENT CODE a. PROGRAM b. CONTRACT		11. WBS REPORTING ELEMENTS		a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
7.9.2	1	(b)(3); 10 USC §130.(b)(5)		X			
7.9.2.1/7.9.2.6	1.1			X			
7.9.2.1/7.9.2.6	1.1.1			X	X	X	
7.9.2.1/7.9.2.6	1.1.1.1			X	X	X	
7.9.2.1/7.9.2.6	1.1.1.2			X	X	X	
7.9.2.1/7.9.2.6	1.1.1.3			X	X	X	
7.9.2.1/7.9.2.6	1.1.2			X	X	X	
7.9.2.1/7.9.2.6	1.1.3			X	X	X	
7.9.2.1/7.9.2.6	1.1.4			X	X	X	
7.9.2.1/7.9.2.6	1.2			X			
7.9.2.1/7.9.2.6	1.2.1			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.1			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.1.1			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.1.2			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.1.3			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.2			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.2.1			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.2.2			X	X	X	
7.9.2.1/7.9.2.6	1.2.1.2.3			X	X	X	
7.9.2.1/7.9.2.6	1.2.4			X	X	X	
7.9.2.1/7.9.2.6	1.2.5			X	X	X	
7.9.2.1/7.9.2.6	1.2.6			X	X	X	
7.9.2.1/7.9.2.6	1.2.7			X	X	X	

15a. SUBMISSION	15b. FORM	15. CCDR SUBMISSION	15c. EVENT	15d. AS OF DATE	15e. DUE DATE
001 002	1921, 1921-1, 2630 1921, 1921-1, 2630		Initial Report Subsequent Reports	4/30/2008 Yearly - 30 April	6/30/2008 Yearly - 30 June

**SPECIAL CONTRACTOR INSTRUCTIONS
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2. CCDD Plan Updates:

The MDA will review and approve all CCDD Plans and any subsequent changes before each contract award or modification. If CCDD requirements are expected to change when a contract option is exercised, a revised CCDD plan will be submitted for MDA approval prior to award. CCDD Plans will be updated to reflect current policy regarding CCDD requirements before any new contract or major modification is made.

3. Contract CCDD CDRLs:

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4. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDDs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDD and SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airframe weight is a mandatory requirement for aircraft contracts. For Program CSDR plans, identify the specific unclassified characteristic and related metrics (e.g., weight, range, and speed) for each prime, associate, or subcontractor that might meet the CCDD reporting thresholds.

6. Subcontractor's potentially meeting CCDD reporting threshold:

The Program Manager shall provide the names and addresses of associate contractors and lower tier subcontractors who potentially meet the CCDD reporting thresholds, along with specific WBS elements and key technical characteristics for which they are responsible. If any of these elements are not known when the plan is submitted, the PM shall submit a revised plan when the information becomes available.

PROGRAM OVERVIEW AND CONTRACTING APPROACH

1. Program Overview:

Technology Development Program and Testbed-Flight Test Program to demonstrate the implementation of technologies in the Aegis Ballistic Missile Defense Program. Block 04, 06 and 08. Incorporation of these technologies in the STANDARD Missile-3 (SM-3) missile is defined by Block I and Block IA missile configurations.

2. Contracting Approach:

Subcontract for Raytheon Sole Source contract N00024-07-C-6119. Acquisition and development will be via a capabilities based requirements, evolutionary approach implemented through spiral development.

3. Quantity Overview under Raytheon contract (N00024-07-C-6119):

CLIN 0001 will consist of 27 SM-3 Block IA Missiles
CLIN 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

CONTRACTOR INSTRUCTIONS

1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing, managing, administering and ultimately applying CCDR data to cost analysis problems, The Missile Defense Agency (MDA) (b)(3) requires contractors to submit CCDRs in electronic format. The medium MDA requires for these reports, which contain financial data, is Microsoft Excel. Pre-formatted templates along with submittal instructions, delivery methods and instructional tutorials for the DD Form 1921 CDSR, DD Form 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) PCR are available from the DCARC website, <http://dcarc.pae.osd.mill>. Transmittal of DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) from defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (b)(6) or posted to the PD452 IDE.

2. Report Structure:

The overarching conceptual framework governing the scope and level of indenture for financial and resource data within the CCDR DD Forms 1921, 1921-1, is the concept of a product oriented Work Breakdown Structure (WBS), which promulgated within the DD Form 2794 Cost Data Reporting Plan. In those instances where a contractor is unable to comply with the financial reporting structure outlined in DoD 5000.4M-1 Contractor Cost Data Report System for DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II), the following instructions will apply:

In the event that the contract WBS (CWBS) is not structured as a product-oriented WBS (i.e., identifies hardware and software end items) and/or does not isolate end item costs at a level of detail sufficient for estimating hardware end items, then the contractor will undertake one of three data mapping schemes in order to provide the Government data in a product oriented fashion.

The contractor will isolate costs for each applicable hardware end item, software end item, and SEIT/PM element by means of, either a downward allocation, upward allocation, and/or lateral transfer of costs from WBS elements containing constituent costs for the items. The data mapping scheme which traces all upward, downward and lateral transfer of costs from the CWBS to the resulting end items costs shall be provided to MDA/PD452 as part of the DD Form 2794 Cost Data Reporting Plan.

The overarching conceptual framework governing the scope and timing of report submittals for the SRDR DD Forms 2630-2 and 2630-3 will be by major build of software. A "build" is defined to represent a unique deliverable product to the Government with sufficient scope and depth to capture significant software development effort. In the event that multiple minor software releases occur during the timeframe between the initial and final SRDR submittal for a "major build", then the contractor will use the remarks section to indicate the scope and content of these interim software activities.

3. Recurring vs Non-Recurring Costs:

Recurring and non-recurring will be captured in a cost effective and practical manner, and will be reported according to the instructions within the DoD 5000.4M-1 Contractor Cost Data Report System. Cost may be reported in a non-recurring manner only if the following conditions exist (with the Cost IPT approval): the developmental nature of the contractual effort; a limited quantity of variant prototypes; a non-unique nature of the same variant prototypes; and/or the elevated delta costs to maintain accountability at levels needed to differentiate between recurring and non-recurring efforts.

4. Subcontractor Requirements:

DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) will be flowed down to subcontractors meeting the dollar threshold for subcontractor reporting outlined in DoD 5000.4M-1 Contractor Cost Data Report System. DD Form 2630 will be flowed down subcontracts having software development efforts valued at (b)(4). Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1(Part I), 1921-1 (Part II) and 2630. If a subcontractor and the prime cannot agree to report through the prime, a subcontractor may submit directly to the Government under the same conditions that the prime is to adhere. Based on the flow down of requirements, the prime and subcontractors will have identical reporting requirements (report type, frequency and method of transmissino). The subcontract WBS will be different but complementary.

5. WBS Dictionary:

The contractor is responsible for preparing and submitting the contract WBS dictionary within 30 days of contract award per Data Item Description (DID) 81334.

6. Common Subsystems:

N/A

7. Number of Units:

In the DD Form 1921 Cost Data Summary Report column titled "Number of Units" (Column G) and the DD Form 1921-1 Functional Cost Hour Report quantity box (block 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting element.

8. General Reporting Guidelines:

Contractors must report all actual and estimated costs, regardless of contract ceiling or contract type (e.g. firm fixed price). This requirement may result in reported costs being higher than costs actually paid by the government. All contractor data sources should be used. However, there will be occasions when the contractor cannot, without a major effort or major change to his accounting system, provide the data in the requested format. If the contractor's accounting system aggregates incurred costs in a manner that does not coincide with CCDR definitions, the contractor should estimate the costs required for CCDR reporting and describe the estimation method in the "Remarks" section.

9. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation, and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CGDR and SRDR reports rests with the MDA.

10. Notes:

- All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- Each FY's missile buy will be proposed and awarded separately and will have a unique CLIN to allow for segregated reporting. These CLINS+B6 will be the lot basis for 1921-1 (Part II) reporting.
- The specific characteristic of weight will be reported under ACS - Hardware and MTA & ACA - Hardware.
- Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- FMS missile procurements shall be reported separately from US requirements.
- Missile Deployment Rounds will be reported utilizing both lot and unit average methodology.

COST AND SOFTWARE DATA REPORTING PLAN

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provisions of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a. PROGRAM Aegis BMD SM-3 Missile		2a. WEAPON SYSTEM TYPE Missile System		3. SUBMISSION TYPE <input checked="" type="checkbox"/> INITIAL SUBMISSION <input type="checkbox"/> CHANGE	4. DATE AS OF (MM/DD/YY)	5. REPORT DATE (MM/DD/YY)
1b. MILESTONE A <input type="checkbox"/> B <input checked="" type="checkbox"/> C: LRIP <input type="checkbox"/> C: PROD <input type="checkbox"/>		6b. TELEPHONE NUMBER (b)(6)		7. WBS <input type="checkbox"/> PROGRAM <input checked="" type="checkbox"/> CONTRACT		8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452
6. POINT OF CONTACT (POC) INFORMATION a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) 17320 Dahlgren Road Dahlgren, VA 22448		6c. FAX NUMBER (b)(6)		9. REVIEW AND REFERENCE NUMBER		
6d. E-MAIL ADDRESS: (b)(6)						

10. WBS ELEMENT CODE		11. WBS REPORTING ELEMENTS	12. CONTRACTOR (DUNS Code)	13. CONTRACT NUMBER	14. REPORT FREQUENCY			
a. PROGRAM	b. CONTRACT				a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1) REQUIRED	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
7.9.2	1				(b)(3);10 USC §130,(b)(5)	(b)(4)	N00024-07-C-6119	X
7.9.2.1/7.9.2.6	1.1				X	X	X	
7.9.2.1/7.9.2.6	1.2				X			
7.9.2.1/7.9.2.6	1.2.1				X	X	X	
7.9.2.1/7.9.2.6	1.2.1.1				X	X	X	
7.9.2.1/7.9.2.6	1.2.1.2				X	X	X	
7.9.2.1/7.9.2.6	1.2.1.3				X	X	X	
7.9.2.1/7.9.2.6	1.2.2				X	X	X	
7.9.2.1/7.9.2.6	1.2.2.1				X	X	X	
7.9.2.1/7.9.2.6	1.2.2.2				X	X	X	
7.9.2.1/7.9.2.6	1.2.2.3				X	X	X	
7.9.2.1/7.9.2.6	1.2.3				X	X	X	
7.9.2.1/7.9.2.6	1.2.4				X	X	X	
7.9.2.1/7.9.2.6	1.2.5				X	X	X	
7.9.2.1/7.9.2.6	1.2.6				X	X	X	
7.9.2.1/7.9.2.6	1.2.7				X	X	X	
7.9.2.1/7.9.2.6	1.2.8				X	X	X	
7.9.2.1/7.9.2.6	1.2.9				X	X	X	
7.9.2.1/7.9.2.6	1.2.10				X	X	X	

15a. SUBMISSION	15b. FORM	15. CCDR SUBMISSION	15c. EVENT	15d. AS OF DATE	15e. DUE DATE
001 002	1921, 1921-1, 2630 1921, 1921-1, 2630		Initial Report Subsequent Reports	4/30/2008 Yearly - 30 April	6/30/2008 Yearly - 30 June

**SPECIAL CONTRACTOR INSTRUCTIONS
PROGRAM OFFICE RESPONSIBILITIES**

1. Mandatory Policy Guidance:

Department of Defense Directive Number 5000.1, effective May 12, 2003, authorizes publication of DoD Instruction 5000.2, "Operation of the Defense Acquisition System," effective May 12, 2003.

DoD 5000.4M CARD development, DoD 5000.4M-1 Contractor Cost Data Report System and DoD 5000.4M-2 Software Resource Data Reporting System provide for the requirements for CC DR Reporting for Major Defense Acquisition Programs (MDAPS) and Major Automated Information System (MAIS) Acquisition Programs. Unless waived by the CAIG Chairman, CC DR reporting is required on all major contracts and subcontracts, regardless of contract type valued at more than (b)(4) (FY 2002 constant dollars). CC DR reporting may also be required on high-risk or interest contracts priced between (b)(4) CC DR Reporting is not required on contracts priced below (b)(4).

2. CC DR Plan Updates:

The MDA will review and approve all CC DR Plans and any subsequent changes before each contract award or modification. If CC DR requirements are expected to change when a contract option is exercised, a revised CC DR plan will be submitted for MDA approval prior to award. CC DR Plans will be updated to reflect current policy regarding CC DR requirements before any new contract or major modification is made.

3. Contract CC DR CDRLs:

The Program Manager will forward an extract of the request for proposals (RFP) to MDA before issuing any RFP. MDA will follow-up with the PM and CWIPT if the solicitation deviates from the approved CC DR Plan. The Program Office will forward one copy of the CDRL items that establish the WBS, WBS dictionary, and the CC DR Reporting requirements to MDA within 30 days after contract containing such requirements is awarded.

4. Report Acceptance and Validation:

The Program Office will conduct a validation of the CC DRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CC DR and SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airframe weight is a mandatory requirement for aircraft contracts. For Program CSDR plans, identify the specific unclassified characteristic and related metrics (e.g., weight, range, and speed) for each prime, associate, or subcontractor that might meet the CC DR reporting thresholds.

6. Subcontractor's potentially meeting CC DR reporting threshold:

The Program Manager shall provide the names and addresses of associate contractors and lower tier subcontractors who potentially meet the CC DR reporting thresholds, along with specific WBS elements and key technical characteristics for which they are responsible. If any of these elements are not known when the plan is submitted, the PM shall submit a revised plan when the information becomes available.

PROGRAM OVERVIEW AND CONTRACTING APPROACH

1. Program Overview:

Technology Development Program and Testbed-Flight Test Program to demonstrate the implementation of technologies in the Aegis Ballistic Missile Defense Program, Block 04, 06 and 08. Incorporation of these technologies in the Standard Missile-3 (SM-3) missile is defined by Block I and Block IA missile configurations.

2. Contracting Approach:

Subcontract for Raytheon Sole Source, contract N00024-07-C-6119. Acquisition and development will be via a capabilities based requirements, evolutionary approach implemented through spiral development.

3. Quantity Overview under Raytheon contract (N00024-07-C-6119):

CLIN 0001 will consist of 27 SM-3 Block IA Missiles
CLIN 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

CONTRACTOR INSTRUCTIONS

1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing, managing, administering and ultimately applying CCDR data to cost analysis problems, The Missile Defense Agency (MDA)/PD452 requires contractors to submit CCDRs in electronic format. The medium MDA requires for these reports, which contain financial data, is Microsoft Excel. Pre-formatted templates along with submittal instructions, delivery methods and instructional tutorials for the DD Form 1921 CDSR, DD Form 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) PCR are available from the DCARC website, <http://dcarc.pae.osd.mil/>. Transmittal of DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) from defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (b)(6) or posted to the PD452 IDE.

2. Report Structure:

The overarching conceptual framework governing the scope and level of indenture for financial and resource data within the CCDR DD Forms 1921, 1921-1, is the concept of a product oriented Work Breakdown Structure (WBS), which promulgated within the DD Form 2794 Cost Data Reporting Plan. In those instances where a contractor is unable to comply with the financial reporting structure outlined in DoD 5000.4M-1 Contractor Cost Data Report System for DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II), the following instructions will apply:

In the event that the contract WBS (CWBS) is not structured as a product-oriented WBS (i.e., identifies hardware and software end items) and/or does not isolate end item costs at a level of detail sufficient for estimating hardware end items, then the contractor will undertake one of three data mapping schemes in order to provide the Government data in a product oriented fashion.

The contractor will isolate costs for each applicable hardware end item, software end item, and SEIT/PM element by means of, either a downward allocation, upward allocation, and/or lateral transfer of costs from WBS elements containing constituent costs for the items. The data mapping scheme which traces all upward, downward and lateral transfer of costs from the CWBS to the resulting end items costs shall be provided to MDA/PD452 as part of the DD Form 2794 Cost Data Reporting Plan.

The overarching conceptual framework governing the scope and timing of report submittals for the SRDR DD Forms 2630-2 and 2630-3 will be by major build of software. A "build" is defined to represent a unique deliverable product to the Government with sufficient scope and depth to capture significant software development effort. In the event that multiple minor software releases occur during the timeframe between the initial and final SRDR submittal for a "major build", then the contractor will use the remarks section to indicate the scope and content of these interim software activities.

3. Recurring vs Non-Recurring Costs:

Recurring and non-recurring will be captured in a cost effective and practical manner, and will be reported according to the instructions within the DoD 5000.4M-1 Contractor Cost Data Report System. Cost may be reported in a non-recurring manner only if the following conditions exist (with the Cost IPT approval): the developmental nature of the contractual effort; a limited quantity of variant prototypes; a non-unique nature of the same variant prototypes; and/or the elevated delta costs to maintain accountability at levels needed to differentiate between recurring and non-recurring efforts.

4. Subcontractor Requirements:

DD Forms 1921, 1921-1(Part I) and 1921-1 (Part II) will be flowed down to subcontractors meeting the dollar threshold for subcontractor reporting outlined in DoD 5000.4M-1 Contractor Cost Data Report System. DD Form 2630 will be flowed down subcontracts having software development efforts valued at (b)(4). Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1(Part I), 1921-1 (Part II) and 2630. If a subcontractor and the prime cannot agree to report through the prime, a subcontractor may submit directly to the Government under the same conditions that the prime is to adhere. Based on the flow down of requirements, the prime and subcontractors will have identical reporting requirements (report type, frequency and method of transmittal). The subcontract WBS will be different but complementary.

5. WBS Dictionary:

The contractor is responsible for preparing and submitting the contract WBS dictionary within 30 days of contract award per Data Item Description (DID) 81334.

6. Common Subsystems:

N/A.

7. Number of Units:

In the DD Form 1921 Cost Data Summary Report column titled "Number of Units" (Column G) and the DD Form 1921-1 Functional Cost Hour Report quantity box (block 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting element.

8. General Reporting Guidelines:

Contractors must report all actual and estimated costs, regardless of contract ceiling or contract type (e.g. firm fixed price). This requirement may result in reported costs being higher than costs actually paid by the government. All contractor data sources should be used. However, there will be occasions when the contractor cannot, without a major effort or major change to his accounting system, provide the data in the requested format. If the contractor's accounting system aggregates incurred costs in a manner that does not coincide with CCDR definitions, the contractor should estimate the costs required for CCDR reporting and describe the estimation method in the "Remarks" section.

9. Report Acceptance and Validation:

The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and will issue a memo to the Program Office and transmit either report acceptance or rejection and any notice of exceptions. Contractors will correct and resubmit the data for rejected reports in accordance with contract requirements. Final acceptance of CCDR and SRDR reports rests with the MDA.

10. Notes:

- All future ECPS and major development efforts will collect cost separately for 1921-1 reporting.
- Each FY's missile buy will be proposed and awarded separately and will have a unique CLIN to allow for segregated reporting. These CLINS+B6 will be the lot basis for 1921-1 (Part II) reporting.
- The specific characteristic of weight will be reported under ACS - Hardware and MTA & ACA - Hardware.
- Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- FMS missile procurements shall be reported separately from US requirements.
- Missile Deployment Rounds will be reported utilizing both lot and unit average methodology.

XXXXXXXXXXXX

ATTACHMENT 19
FMS SM-3 BLK IA CONFIGURATION

N00024-07-C-6119

ATTACHMENT #21

**Software/Technical Data to be Furnished to the
Government
With Limited or Restricted Data Rights
In Accordance with DFARS 252.227-7013**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 20-Feb-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050		7. ADMINISTERED BY (If other than item 6) CODE DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X	10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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 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.					
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) 083907 The PPR number associated with this modification is (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) CONTRACTING OFFICER 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 20-Feb-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

The purpose of this modification to Contract N00024-07-C-6119 is to transfer the Purchasing Office cognizance and all Procuring Contracting Officer (PCO) functions and duties. Accordingly, said contract is hereby modified as follows:

Effective immediately the purchasing office cognizance of said contract including Procuring Contracting Officer functions, responsibilities and duties currently assigned to the Naval Sea Systems Command are hereby transferred to the Missile Defense Agency, Dahlgren, VA.

1. The Purchasing Officer listed in block 6 of Standard Form 30 is hereby revised as follows:

Missile Defense Agency
POC: (b)(6)
17211 Avenue D, Suite 160
Dahlgren, VA 22448-5184

2. Under SECTION G – CONTRACT ADMINISTRATION DATA, the Purchasing Office Representative is hereby revised as follows:

MISSILE DEFENSE AGENCY
ATTN: (b)(6)
17211 AVENUE D, SUITE 160
DAHLGREN, VA 22448-5184
TELEPHONE NO. (b)(6)
FAX NO.
EMAIL ADDRESS: (b)(6)

Except as specified herein, all other terms, conditions, and provisions of this contract remain unchanged and in full force and effect.

PR number (b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 29-Feb-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
				X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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).					
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: <input type="text" value="(b)(6)"/> 81144 See Attached					
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)		
			<input type="text" value="(b)(6)"/> CONTRACTING OFFICER		
			TEL: <input type="text" value="(b)(6)"/>	EMAIL: <input type="text" value="(b)(6)"/>	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY <input type="text" value="(b)(6)"/>		29-Feb-2008
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification are to: establish and provide incremental funding for SubCLINs 000107 and 000302 and to correct a math error in the Allotment of Funds Clause for SubCLIN 000102. Implement the following:

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000107 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	ACRN AJ				<div style="border: 1px solid black; background-color: #cccccc; padding: 5px;">(b)(4)</div>
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AJ				
	CIN: 00000000000000000000000000000000				

SUBCLIN 000302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	ACRN AK CPIF FOB: Destination				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AK CIN: 00000000000000000000000000000000				

SECTION G - CONTRACT ADMINISTRATION DATA

1. Establish and provide incremental funding to SubCLINs 000107 and 000302 for a total of (b)(4)

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 000107:

Funding on SUBCLIN 000107 is initiated as follows:

ACRN: AJ

CIN: 00000000000000000000000000000000

Acctg Data: 9780400.2520 8 BM WAEG 40603892C00 255Y.S12135 MD8B209C0C3232 820407

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000302:

Funding on SUBCLIN 000302 is initiated as follows:

ACRN: AK

CIN: 00000000000000000000000000000000

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C0C3233 820412

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104

2. Implement the following in the Allotment of Funds clause and SubCLIN 000102 is restated to correct the total CPIF amount which was inadvertently stated as (b)(4) versus (b)(4)

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
 LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	TARGET FEE	TOTAL ALLOTTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE	
000101	(b)(4)				29 FEBRUARY 2008	
000102					29 FEBRUARY 2008	
000103					29 FEBRUARY 2008	
000104					29 FEBRUARY 2008	
000105					29 FEBRUARY 2008	
000106					29 FEBRUARY 2008	
000107					31 MARCH 2008	
000301					29 FEBRUARY 2008	
000302					31 MARCH 2008	
000501					29 FEBRUARY 2008	
000701					31 JULY 2009	
000801					29 FEBRUARY 2008	
TOTAL						

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 13-Mar-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY... (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
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) 81236 The purpose of this modification is to (1) provide incremental funding in the amount of (b)(4) for CLIN 0001 under new ACRN AL (SubCLIN 000108) (b)(4) for CLIN 0001 under new ACRN AM (SubCLIN 000109), (b)(4) for CLIN 0001 under new ACRN AN (SubCLIN 000110) and (b)(4) for CLIN 0001 under new ACRN AP (SubCLIN 000111); (2) and update section G-06 Allotment of Funds clause pursuant to FAR 52.232-22 "Limitation of Funds" from (b)(4) by (b)(4) to (b)(4) Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect. 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)		BY (b)(6)		13-Mar-2008
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000108 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD83482				
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AL CIN: AB9SCD834820001				

SUBCLIN 000109 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD83483				
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AM				

CIN: AB9SCD834830001

SUBCLIN 000110 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD83493				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AN CIN: AB9SCD834930001				

SUBCLIN 000111 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000111	Incremental Funding CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD83496				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AP CIN: AB9SCD834960001				

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: AL

CIN: AB9SCD834820001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C1C3482 820710

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000109:

Funding on SUBCLIN 000109 is initiated as follows:

ACRN: AM

CIN: AB9SCD834830001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209D0C3483 820727

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000110:

Funding on SUBCLIN 000110 is initiated as follows:

ACRN: AN

CIN: AB9SCD834930001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109D0C3493 820719

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000111:

Funding on SUBCLIN 000111 is initiated as follows:

ACRN: AP

CIN: AB9SCD834960001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209A0C3496 820412

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
 LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	TARGET FEE	TOTAL ALLOTTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE			
000101	(b)(4)				29 FEBRUARY 2008			
000102					29 FEBRUARY 2008			
000103					29 FEBRUARY 2008			
000104					29 FEBRUARY 2008			
000105					29 FEBRUARY 2008			
000106					29 FEBRUARY 2008			
000107					31 MARCH 2008			
000108					30 APRIL 2008			
000109					30 APRIL 2008			
000110					30 APRIL 2008			
000111					30 APRIL 2008			
000301					29 FEBRUARY 2008			
000302					31 MARCH 2008			
000501					29 FEBRUARY 2008			
000701					31 JULY 2009			
000801					29 FEBRUARY 2008			
TOTAL								

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

N00024-07-C-6119

P00008

Page 6 of 6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 09-Apr-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral FAR 52.217-9 Option and 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) 81454 The purpose of this modification to Contract N00024-07-C-6119 is to exercise Option CLIN 0009, establish SubCLIN 000901, establish ACRN AQ for SubCLIN 000901, provide incremental funding in the amount of (b)(4) and correct a typographical error in the Allotment of Funds on P00008 for SubCLIN 000109. Accordingly, said contract is hereby modified as follows:				
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)(4) EMAIL: (b)(4)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY (b)(4)		14-Apr-2008
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS, The Government hereby exercises Option CLIN 0009 in its entirety.

2. SubCLIN 000901 is hereby established as stated below:

B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901	Funding for CLIN 0009 CPIF MIPR N0002408MP50661 FOB: Destination PURCHASE REQUEST NUMBER: MIPRN0002408MP50661				
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AQ CIN: MIPRN0002408MP506610001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0009:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 09-APR-2008 TO
31-JUL-2010

N/A

MISSILE DEFENSE AGENCY (MDA)
(b)(6) MDA/AB
17211 AVENUE D SUITE 160
DAHLGREN VA 22448-5154
(b)(6)
FOB: Destination

HQ0276

The following Delivery Schedule item has been added to SUBCLIN 000901:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 09-APR-2008 TO
31-JUL-2010

N/A

MISSILE DEFENSE AGENCY (MDA)
(b)(6) MDA/AB
17211 AVENUE D SUITE 160
DAHLGREN VA 22448-5154
(b)(6)
FOB: Destination

HQ0276

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)(6) to (b)(6)

SUBCLIN 000901:

Funding on SUBCLIN 000901 is initiated as follows:

ACRN: AQ

CIN: MIPRN0002408MP506610001

Accng Data: 97-11X8242 8WJU 310 4Q452 0 068342 2D CCXT01 H54GY425101P

Increase: (b)(6)

Total: (b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104

3. Implement the following in the Allotment of Funds clause SubCLIN 000901 and SubCLIN 000109 is restated to correct the total Allotted to Cost amount which was inadvertently stated as (b)(6) versus (b)(6)

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a). This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIE</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29 FEBRUARY 2008
000102					29 FEBRUARY 2008
000103					29 FEBRUARY 2008
000104					29 FEBRUARY 2008
000105					29 FEBRUARY 2008
000106					29 FEBRUARY 2008
000107					31 MARCH 2008
000108					30 APRIL 2008
000109					30 APRIL 2008
000110					30 APRIL 2008
000111					30 APRIL 2008
000301					29 FEBRUARY 2008
000302					31 MARCH 2008
000501					29 FEBRUARY 2008
000701					31 JULY 2009
000801					29 FEBRUARY 2008
000901					31 DECEMBER 2009
TOTAL					

(b). The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c). The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

4. Except as modified herein, all other terms and conditions of said contract remain unchanged and in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 30-Apr-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X	10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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: (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) 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) Unilateral pursuant to FAR 52.217-9					
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) 81627 The purpose of this modification is to exercise option CLN 0004 and provide incremental funding in the amount of (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	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)			BY (b)(6)	29-Apr-2008	
			(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 0004

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Incremental Funding for CLIN 0004. CPIF FCR# AB9SCD84208 FOB: Destination				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AR CIN: 00000000000000000000000000000000				

SUBCLIN 000402 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402	Incremental Funding for CLIN 0004 CPIF FCR# AB9SCD84212 FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AS CIN: 00000000000000000000000000000000				

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 000402:

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 has been added to CLIN 0004:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 31-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 000401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 30-APR-2008 TO
31-DEC-2011

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

(b)(6)

17211 AVENUE D SUITE 160

DAHL GREN VA 22448-5154

(b)(6)

FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 000402:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 30-APR-2008 TO
31-DEC-2011

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

(b)(6)

17211 AVENUE D SUITE 160

DAHL GREN VA 22448-5154

(b)(6)

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: AR

CIN: 00000000000000000000000000000000

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209C0C4208 820413

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000402:

Funding on SUBCLIN 000402 is initiated as follows:

ACRN: AS

CIN: 00000000000000000000000000000000

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209A0C4212 820412

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104

2. Incorporate SubCLIN 000401 and SubCLIN 000402 in the Allotment of Funds.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIE</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000102	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000103	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000104	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000105	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000106	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000107	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 MARCH 2008
000108	(b)(4)	(b)(4)	(b)(4)	(b)(4)	30 APRIL 2008
000109	(b)(4)	(b)(4)	(b)(4)	(b)(4)	30 APRIL 2008
000110	(b)(4)	(b)(4)	(b)(4)	(b)(4)	30 APRIL 2008
000111	(b)(4)	(b)(4)	(b)(4)	(b)(4)	30 APRIL 2008
000301	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000302	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 MARCH 2008
000401	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 MAY 2008
000402	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 MAY 2008
000501	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000701	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 JULY 2009
000801	(b)(4)	(b)(4)	(b)(4)	(b)(4)	29 FEBRUARY 2008
000901	(b)(4)	(b)(4)	(b)(4)	(b)(4)	31 DECEMBER 2009
TOTAL	(b)(4)	(b)(4)	(b)(4)	(b)(4)	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **4**

2. AMENDMENT/MODIFICATION NO.: **PCC011** 3. EFFECTIVE DATE: **30-Apr-2008** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)
17211 AVENUE D SUITE 100
DAHLGREN VA 22448-5154** CODE: **HQ0276** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON TUCSON
P.O. BOX 11337 BLDG 801
M/S D4
TUCSON AZ 85734-1337** CODE: **S0305A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON MISSILE SYSTEMS COMPANY
1151 E. HERMANS RD.
TUCSON AZ 85706-9367** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X** **N00024-07-C-6119** 10B. DATED (SEE ITEM 13): **X** **14-May-2007**

CODE: **15090** 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).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority)
Mutual agreement of the parties

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) 81607**
 The purpose of this modification is to make an administrative correction to the line of accounting for ACFNAK and revise the option exercise date for CLIN 0012 at no additional cost from April 30, 2008 to May 30, 2008.

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: **(b)(6)** print) 16A. **(b)(6)**
 15B. **(b)(6)** TEL: **(b)(6)**
 15C. DATE SIGNED: **5/1/08** 16B. **(b)(6)**
 16C. DATE SIGNED: **5/1/08**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000303 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	ACRN AT CPIF FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AT				
	CIN: 00000000000000000000000000000000				

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

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 000302:

AK: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C0C3233 820412 (CIN 00000000000000000000000000000000) was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

ACRN: AT

CIN: 00000000000000000000000000000000

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12123 MD8E209A0C3233 820412

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104

- Revise SLIN 000302 and incorporate 000303 to reflect the administrative change to the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO CPIE</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29 FEBRUARY 2008
000102					29 FEBRUARY 2008
000103					29 FEBRUARY 2008
000104					29 FEBRUARY 2008
000105					29 FEBRUARY 2008
000106					29 FEBRUARY 2008
000107					31 MARCH 2008
000108					30 APRIL 2008
000109					30 APRIL 2008
000110					30 APRIL 2008
000111					30 APRIL 2008
000301					29 FEBRUARY 2008
000302					31 MARCH 2008
000303					31 MARCH 2008
000401					31 MAY 2008
000402					31 MAY 2008
000501					29 FEBRUARY 2008
000701					31 JULY 2009
000801					29 FEBRUARY 2008
000901					31 DECEMBER 2009
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.217-9

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)
(MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one period exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0004	30 April 2008
0009	29 February 2008
0012	30 May 2008

(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 option(s) under this case shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 09-May-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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: dw childr081685 The purpose of this modification is to provide incremental funding for CLIN 0001 as follows: (1) SubCLIN 000107 under ACRN AJ in the amount of (b)(4) (2) SubCLIN 000108 under ACRN AL in the amount of (b)(4) (3) SubCLIN 000109 under ACRN AM in the amount of (b)(4) (4) SubCLIN 000110 under ACRN AN in the amount of (b)(4) (5) new SubCLIN 000112 under new ACRN AP in the amount of (b)(4) (6) new SubCLIN 000113 new under ACRN AV in the amount of (b)(4) (7) SubCLIN 000303 under ACRN AK in the amount of (b)(4) and (8) update section G-06 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (b)(4) from (b)(4) to (b)(4)				
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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 (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (b)(6) (Signature of Contracting Officer)	16C. DATE SIGNED 09-May-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000112 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000112	Incremental Funding for CLIN 0001 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84233				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AU CIN: AB9SCD842330001				

SUBCLIN 000113 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000113	Incremental Funding for CLIN 0001 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84317				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AV				

CIN: AB9SCD843170001

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 000112:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 08-MAY-2008 TO 30-APR-2010	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 000113:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 08-MAY-2008 TO 30-APR-2010	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

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 000107:

AJ: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C0C3232 820407 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000108:

AL: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C1C3482 820710 (CIN AB9SCD834820001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000109:

AM: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209D0C3483 820727 (CIN AB9SCD834830001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000110:

AN: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109D0C3493 820719 (CIN AB9SCD834930001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000112:

Funding on SUBCLIN 000112 is initiated as follows:

ACRN: AU

CIN: AB9SCD842330001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8X309B0C4233 820419

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000113:

Funding on SUBCLIN 000113 is initiated as follows:

ACRN: AV

CIN: AB9SCD843170001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209B0C4317 820731

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000303:

AT: 9780400.2520 8 BM WAEG 40603892C00 255Y S12123 MD8E209A0C3233 820412 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

The following have been added 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:

1. Revise SLIN 000107, 000108, 000109, 000110, 000111 and incorporate SLINs 000112 and 000113 to reflect the changes to the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR

52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
00101	(b)(4)				29-Feb-08
00102					29-Feb-08
00103					29-Feb-08
00104					29-Feb-08
00105					29-Feb-08
00106					29-Feb-08
00107					31-Jul-08
00108					30-Jul-08
00109					30-Apr-08
00110					30-Jul-08
00111					30-Apr-08
00112					30-Jul-08
00113					30-Apr-08
00301					29-Feb-08
00302					31-Mar-08
00303					30-Jul-08
00401					31-May-08
00402					31-May-08
00501					29-Feb-08
00701					31-Jul-09
00801				29-Feb-08	
00901				31-Dec-09	
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 08-Jul-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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) 2169 The purpose of this modification is to provide incremental funding in the amount of (b)(4) and update section G-06 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (b)(4) from (b)(4) to (b)(4)				
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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. BY	16C. DATE SIGNED	
(Signature of person authorized to sign)		(b)(6)	18-Jul-2008	
			(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000501

The CLIN description has changed from ACRN AB to Incremental Funding.
The CLIN extended description ACRN AB has been deleted.

SUBCLIN 000304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84963				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AW CIN: AB9SCD849630001				

SUBCLIN 000305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000305	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84964				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AZ CIN: AB9SCD849640001				

SUBCLIN 000306 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000306	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84966				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BA CIN: AB9SCD849660001				

SUBCLIN 000307 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000307	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84967				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BB CIN: AB9SCD849670001				

SUBCLIN 000308 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000308	Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84990				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BC CIN: AB9SCD849900001				

SUBCLIN 000403 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000403	Incremental Funding for CLIN 0004 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84989			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN AY CIN: AB9SCD849890001				

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:

AT: 9780400.2520 8 BM WAEG 40603892C00 255Y S12123 MD8E209A0C3233 820412 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000304:

Funding on SUBCLIN 000304 is initiated as follows:

ACRN: AW

CIN: AB9SCD849630001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209B0C4963 820731

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000305:

Funding on SUBCLIN 000305 is initiated as follows:

ACRN: AZ

CIN: AB9SCD849640001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209C0C4964 820407

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000306:

Funding on SUBCLIN 000306 is initiated as follows:

ACRN: BA

CIN: AB9SCD849660001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209C1C4966 820710

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000307:

Funding on SUBCLIN 000307 is initiated as follows:

ACRN: BB

CIN: AB9SCD849670001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8X309B0C4967 820419

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000308:

Funding on SUBCLIN 000308 is initiated as follows:

ACRN: BC

CIN: AB9SCD849900001

Acctng Data: 9780400.2520 8BM WAEG 40603892C00 255X S12135 MD8E109D0C4990 820719

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000401:

AR: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209C0C4208 820413 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000402:

AS: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209A0C4212 820412 (CIN 00000000000000000000000000000000) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000403:

Funding on SUBCLIN 000403 is initiated as follows:

ACRN: AY

CIN: AB9SCD849890001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8X309B0C4989 820419

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000501:

AB: 97-11 X 8242 8EIT 310 4Q 452 0 068342 2D CCXT01 S54BR 425 101P (MIPR# N0002408MP50976) 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:

- 1. Revise SLINs 000303, 000401, 000402, 000501 and incorporate SLINs 000304, 000305, 000306, 000307, 000308, 000403 to reflect the changes to the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
----------------------------------	--	-------------------	--	--	--

00101	(b)(4)	29-Feb-08
00102	(b)(4)	29-Feb-08
00103	(b)(4)	29-Feb-08
00104	(b)(4)	29-Feb-08
00105	(b)(4)	29-Feb-08
00106	(b)(4)	29-Feb-08
00107	(b)(4)	31-Jul-08
00108	(b)(4)	30-Jul-08
00109	(b)(4)	30-Apr-08
00110	(b)(4)	30-Jul-08
00111	(b)(4)	30-Apr-08
00112	(b)(4)	30-Jul-08
00113	(b)(4)	30-Apr-08
00301	(b)(4)	29-Feb-08
00302	(b)(4)	31-Mar-08
00303	(b)(4)	30-Sep-08
00304	(b)(4)	30-Sep-08
00305	(b)(4)	30-Sep-08
00306	(b)(4)	30-Sep-08
00307	(b)(4)	30-Sep-08
00308	(b)(4)	30-Sep-08
00401	(b)(4)	30-Sep-08
00402	(b)(4)	30-Sep-08
00403	(b)(4)	30-Sep-08
00501	(b)(4)	30-Nov-08
00701	(b)(4)	31-Jul-09
00801	(b)(4)	29-Feb-08
00901	(b)(4)	31-Dec-09
TOTAL	(b)(4)	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 08-Aug-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		CODE S0305A	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119
	X 10B. DATED (SEE ITEM 13) 14-May-2007

CODE 15090 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).

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

X D. OTHER (Specify type of modification and authority)
Mutual Agreement between 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) 82375
 This modification is issued for the following: (1) incorporate CLINs 0013 and 00014, (2) incorporate additional Section I clauses for Fixed Price, (3) incorporate the period of performance for CLINs 0013 and 0014 in Section F, (4) incorporate additional inspection clause in Section E, (5) fully fund CLIN 0013 and 0014, (6) revise the allotment of funds clause, and (7) change contract summary in section B.

(b)(6)

(b)(6)

(b)(6)

15C. DATE SIGNED
Aug 22, 2008

(b)(6)

8/22/08

30-1

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

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 0013 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Manufacturing Components Proposal - US FFP The contractor shall provide a firm fixed price proposal for the required manufacturing components for CLIN 0008 Manufacturing Components - US FOB: Destination	1	Lot	(b)(4)	(b)(4)

NET AMT (b)(4)

SUBCLIN 001301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001301	Incremental funding CLIN 0013 FFP FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84896				(b)(4)

NET AMT

ACRN BD
CIN: AB9SCD848960001

CLIN 0014 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Manufacturing Components Proposal for FMS Case: JA-P-LUX FFP The contractor shall provide a firm fixed price proposal for the required manufacturing components for CLIN 0010 Manufacturing Components - FMS FOB: Destination	1	Lot	(b)(4)	(b)(4)
NET AMT					(b)(4)

SUBCLIN 001401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001401	Incremental Funding CLIN 0014 FFP FOB: Destination PURCHASE REQUEST NUMBER: N0002408MP51037				(b)(4)
NET AMT					(b)(4)
ACRN BE CIN: N0002408MP510370001					

The following have been added by full text:

CONTRACT TYPE

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE)

This contract includes the following mixture of cost reimbursement and fixed price line items:

<u>Item</u>	<u>Type</u>
CLINS 0001 – 0012	Cost Type
CLINS 0013 – 0014	Firm Fixed Price

SECTION E - INSPECTION AND ACCEPTANCE

The following have been added by reference:

52.246-2 Inspection Of Supplies--Fixed Price AUG 1996

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0013:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001301

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item has been added to CLIN 0014:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

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 001301:

Funding on SUBCLIN 001301 is initiated as follows:

ACRN: BD

CIN: AB9SCD848960001

Acctg Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209C0C4896 820407

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001401:

Funding on SUBCLIN 001401 is initiated as follows:

ACRN: BE

CIN: N0002408MP510370001

Acctg Data: AA 97-11X8242 8FJT 252 4Q452 0 068342 2D CCXT04 S44BUESS104Z

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:

1. Incorporate SLINs 001301 and 001401 to reflect the changes to the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
00101	(b)(4)				
00102					
00103					
00104					
00105					
00106					
00107					
00108					
00109					
00110					
00111					
00112					
00113					
00301					
00302					
00303					
00304					
00305					
00306					
00307					
00308					
00401					
00402					
00403					
00501					
00701					
00801					
00901					
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V
 PAGE OF PAGES: 1 | 4

2. AMENDMENT/MODIFICATION NO.: P00015
 3. EFFECTIVE DATE: 09-Jun-2008
 4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE
 5. PROJECT NO. (If applicable):

6. ISSUED BY: MISSILE DEFENSE AGENCY (MDA)
 17211 AVENUE D SUITE 160
 DAHLGREN VA 22448-5154
 CODE: HQ0276
 7. ADMINISTERED BY (If other than item 6): DCMA RAYTHEON TUCSON
 P.O. BOX 11337 BLDG 801
 M/S 04
 TUCSON AZ 85734-1337
 CODE: S0305A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 RAYTHEON MISSILE SYSTEMS COMPANY
 1151 E. HERMANS RD.
 TUCSON AZ 85706-9367
 9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 X 10A. MOD. OF CONTRACT/ORDER NO.: N00024-07-C-6119
 X 10B. DATED (SEE ITEM 13): 14-May-2007

CODE 15090 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)
 Bi-lateral Mutual Agreement between 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) 32430
 This modification is issued for the following: (1) Revise the Cost Plus Incentive Fee Schedule in Section B and (2) provide revised Attachments 6 and 16 in Section J.
 Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

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)
 (b)(6)
 (b)(6)
 15C. DATE SIGNED: Aug 22 2008
 16C. DATE SIGNED: 8/22/08

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

The following items are applicable to this modification:

SECTION B - SUPPLIES OR SERVICES AND PRICES

SECTION B INCENTIVE FEE

In Section B, the Cost Plus Incentive Fee Schedule is changed as follows and hereby restated:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0008, 0009 and 0012
(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs		(b)(4)
Cost of Money		(b)(4)
Target Cost		(b)(4)
COST INCENTIVE:		
Minimum Fee		(b)(4)
Target Fee		(b)(4)
Maximum Fee		(b)(4)
Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	(b)(4)

SCHEDULE INCENTIVE FOR CLINS 0001, 0003, 0004, 0005, 0007, 0008, 0009 AND 0012: *

1 day ahead of schedule (Sec Attachment 6)	(b)(4)	(b)(4)
30 days ahead	(b)(4)	(b)(4)
60 days ahead	(b)(4)	(b)(4)

SCHEDULE INCENTIVE SCHEDULE FOR CLIN 0009 ONLY: **

On Schedule (See Attachment 6)	(b)(4)
1 day ahead	(b)(4)
30 days ahead	(b)(4)

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.
 **Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 30 days.
 *** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0008, 0009 and 0012)

In addition to the incentive fee defined in the Incentive Fee Clause (FAR 52.216-10), the Contractor shall be entitled to earn performance incentives for achieving schedule as specified below:

The achievement of scheduled accomplishments shall not be modified, relaxed or otherwise adjusted except for changed directly resulting from Government caused interruption, which must be acknowledged in writing by the PCO referencing the provision. Even those grounds that might otherwise give rise to an equitable adjustment in the delivery schedule of the contract for the effort covered, or any other delivery schedule required by the contract, shall not be basis for adjustment of the schedule specified should events dictate. Circumstances such as test plan changes may cause for such actions.

Schedule Incentive: The fee payable under this contract shall be equal to (b)(4) of the target cost of each missile DD250'd one day before the contract delivery date, as stated in Attachment 6 except for CLIN 0009. The fee payable for CLIN 0009 under this contract shall be equal to (b)(4) of the target cost of each missile DD250'd On Schedule. If any date falls on a weekend or a federal holiday, then the due date is the next working day. Any missile delivered late to the contract required date shall earn (b)(4).

(1) The fee payable under this contract shall be increased by (b)(4) for every day, up to 60 days (for a maximum of an additional (b)(4) that a missile is DD250'd ahead of the contract required delivery date for CLINs 0001, 0003, 0004, 0005, 0007, 0008 and 0012. The fee payable for CLIN 0009 shall be (b)(4) for on time delivery, (b)(4) for 1 day ahead of schedule and shall be increased by (b)(4) for each day early, up to 30 days (for a maximum total of (b)(4) that a missile is DD250'd ahead of the contract required delivery date for CLIN 0009.

(2) MDA designated representative shall certify that the schedule has been met or notify the Contractor that delivery is late.

(3) The date of accomplishment of the above will be determined by MDA after receipt of Contractor provided evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. The MDA determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

Section J is hereby modified to reflect the revisions of Attachment 6 and 16. Implement the following in Section J:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423		29 pages (16 pages for US procurement, 13 pages for FMS procurement)
B	Contract Data Requirements List (CDRL), DD 1423		
	CDRL Glossary		
Attachment	Title	Date	Pages
1	CDRL Addressee List		
2	CDRL Distribution List		
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11 December 2007	December 2007	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification		

	Guide		
5	Manufacturing Components Parts List		6
6	SM-3 Program Schedule – Revision 1	4 August 2008	3
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	Intentionally Left Blank		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists	10 January 2008	
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)		
15	Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
16	Shipping Instruction Data – Revision 1	4 August 2008	4
17	Block 1A Configuration		
18	Cost and Software Data Reporting Plan DD2794 18A – Raytheon DD2794 18B – (b)(4) 18C – 18D – 18E –		
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	Intentionally Left Blank		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
22	Flight Test Kits	N/A	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. P00016		2. EFFECTIVE DATE 26-Aug-2008	3. REQUISITION/PURCHASE REQU. NO. SEE SCHEDULE	4. PROJECT NO. (if applicable)
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 1727 AVENUE D SUITE 100 DAHLGREN VA 22448-5154	6. CLINE HQ0276	7. ADMINISTERED BY (For use than 04/04) COMARAYTHEON TUCSON P.O. BOX 11337 BLDG 801 MS 04 TUCSON AZ 85754-1337		8. CODE S0305A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9067	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119
	X 10B. DATED (SEE ITEM 11) 14-May-2007

CODE 15090 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)

**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) Bi-lateral and mutual agreement between 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: **dw childr081898**
 This modification is issued for the following: (1) incorporate Contract No. N00024-07-C-5361 in the Rent Free Use Clause in NAVSEA 5252.245-9111 and 5252.245-9115 and (2) delete Attachment 9 in its entirety and replace with Attachment 9 Change 1 dated 25 August 2008 in Section J.
 Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect

(b)(6)

Contract referenced in item 9A or 10A, as hereinbefore changed, remains unchanged and in full force and effect.

15C. DATE SIGNED 27 Aug 2008	(b)(6)
(b)(6)	27 Aug 08

STANDARD FORM 107 Rev. 10-83
Prescribed by GSA
FPMR (41 CFR) 101-11.6

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.245-9111

Clause 5252.245-9111 is hereby changed to add NAVSEA Contract No. N00024-07-C-5361 to the Rent Free Use of Government Production and Research Property.

5252.245-9111

5252.245-9111 RENT-FREE USE OF GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (AS IS) (SEP 1990) 2003-03-27

(a) The Contractor may use on a rent free basis, as necessary for the performance of this contract, Government production and research property (as defined in FAR 45.301) accountable under Contract(s) . The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use under this contract on an "as is" basis in accordance with the clause entitled "GOVERNMENT PROPERTY FURNISHED 'AS IS'" (FAR 52.245 19).

N00024-96-C-5301
N00024-96-C-5337
N00024-96-C-5353
N00024-98-C-5364
N00024-99-C-5373
N00024-99-C-5375
N00024-00-C-5390
N00024-00-C-5399
N00024-02-C-5312
N00024-02-C-5319
N00024-03-C-5330
N00024-03-C-6111
N00024-04-C-5342
N00024-04-C-5344
N00024-04-C-5350
N00024-04-C-5361
F33657-93-C-2257
HQ0276-08-C-0001
N00024-07-C-5361

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

5252.245-9115

Clause 5252.245-9115 is hereby changed to add NAVSEA Contract No. N00024-07-C-5361 to the Rent Free Use of Government Property.

5252.245-9115

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990) 2003-03-27

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s)_____. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

N00024-96-C-5301
N00024-96-C-5337
N00024-96-C-5353
N00024-98-C-5364
N00024-99-C-5373
N00024-99-C-5375
N00024-00-C-5390
N00024-00-C-5399
N00024-02-C-5312
N00024-02-C-5319
N00024-03-C-5330
N00024-03-C-6111
N00024-04-C-5342
N00024-04-C-5344
N00024-04-C-5350
N00024-04-C-5361
F33657-93-C-2257
HQ0276-08-C-0001
N00024-07-C-5361

Section J is hereby changed to delete Exhibits A and B in their entirety and replace with Exhibit A and B Revision I dated 8 May 2008, delete Attachment 9 in its entirety and replace with Attachment 9 Change 1 dated 14 April 2008, and delete Attachments 18C and 18E in their entirety and replace with Attachments 18C and 18E Revision 1 dated 14 May 2008.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423		29 pages (16 pages for US procurement, 13 pages for FMS)

B Contract Data Requirements List (CDRL), DD 1423

CDRL Glossary

Attachment	Title	Date	Pages
1	CDRL Addressee List		
2	CDRL Distribution List		
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11	May 2006	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide		
5	Manufacturing Components Parts List		6
6	SM-3 Program Schedule – Revision 1	4 August 2008	3
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	Intentionally Left Blank		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists	25 August 2008	7
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)		
15	Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
16	Shipping Instruction Data – Revision 1	4 August 2008	4
17	Block 1A Configuration		
18	Cost and Software Data Reporting Plan DD2794 18A – (b)(4) 18B – 18C – 18D – 18E –		
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	Intentionally Left Blank		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
22	Flight Test Kits	N/A	1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NUMBER: 0
 2. FISCAL YEAR: 07
 3. FUNDING SOURCE: TD

1. AMENDMENT OR ORDER NUMBER: P00017	2. EFFECTIVE DATE: 10-Sep-2008	4. REDUCTION PERCENTAGE REQ. NO: NONE	5. PRODUCT SOURCE INDICATOR: 0000
3. ISSUED BY: MISSILE DEFENSE AGENCY (MDA) 10211 AVENUE D (SUITE 100) DANLONEN VA 22048-0104	6. ORDER NUMBER: HQ0076	7. ADMINISTERED BY (If different from 3): DGMAN RAYTHEON TUCSON 1701 BOX 11207 SLDG 401 MSDF TUCSON AZ 85734-1307	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON MISSILE SYSTEMS COMPANY 1161 F. HERMAN ST III TUCSON AZ 85706-9067	9A. AMENDMENT OF SOLICITATION NO: 9B. DATED (SEE ITEM 11): X 10A. MOD. OF CONTRACT/ORDER NO: N00024-07-C-6119 10B. DATED (SEE ITEM 13): X 14-May-2007
CODE: 15090 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 this 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:

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) 081922

The purpose of this modification is to move CLIN 0008 ceiling to CLIN 0001, deobligate funding in the amount of (b)(4) from CLIN 0008, update the Allotment of Funds clause and provide updated attachments in Section J.

(b)(6)	(b)(6)	(b)(6)
15C. DATE SIGNED: 11 Sep 2008	(b)(6)	16C. DATE SIGNED: 12 Sep 2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07) to Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07). This CLIN also includes 14 each MK72 boosters (costs moved from CLIN 0008)..

The target cost has increased by (b)(4) from (b)(4) to (b)(4)
The target profit/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 0008

The target cost has decreased by (b)(4) from (b)(4) to (b)(4)
The target profit/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)

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0009 and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs

(b)(4)

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

(b)(4)

(b)(4)

Target Fee

Maximum Fee

Share Ratio

Above Target

(b)(4)

Share Ratio

Below Target

SCHEDULE INCENTIVE FOR CLINS 0001, 0003, 0004, 0005, 0007, 0009 AND 0012: *

1 day ahead of schedule (See Attachment 6)

(b)(4)

30 days ahead

60 days ahead

SCHEDULE INCENTIVE FOR CLIN 0009 ONLY:**

On Schedule (See Attachment 6)

(b)(4)

1 day ahead

30 days ahead

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.

**Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 30 days.

*** The target cost of each missile shall be determined based on the target cost of the applicable CLIN

HAZARDOUS MATERIAL CONTROL AND MANAGEMENT

The production, testing, operation, and maintenance of STANDARD Missile-3 will include the use of hazardous materials at Contractor facilities resulting in the potential for environmental pollution including air, waste water, and solid wastes. The Contractor shall minimize the use of hazardous material in the SM-3 Program. Whenever hazardous materials are necessary, the Contractor shall be responsible for the implementation of a formal Hazardous Material Control and Management Program to ensure control of the environmental effects of the production, testing, operational and maintenance processes. In addition, the Contractor shall be responsible for the identification, justification, and documentation of all hazardous materials used. The Contractor shall identify the potential health hazards of the hazardous materials selected for STANDARD Missile application, and shall provide appropriate hazard mitigation measures to minimize personnel and environmental damage and exposure. The Contractor shall also identify all pollutants generated by each process (production, test, and operations) and appropriate disposal methods.

The Contractor shall establish hazard classifications for STANDARD Missile and shall follow the explosive hazard classification procedures in accordance with NAVSEAINST 8020.8B.

CRITICAL HARDWARE HANDLING

All Hardware with the potential to result in a major schedule impact if damaged, special high dollar items as determined by the program (such as one-of-a-kind articles), or hardware whose handling poses a risk beyond routine handling operation personnel or equipment, shall be considered Critical Hardware. All higher lever assemblies with Critical Hardware incorporated into it shall be considered Critical Hardware. Program and production management shall jointly identify critical hardware. The Critical Handling process for the SM-3 Program is detailed in RMS Document Number INST-SM3-008.

Removing a piece of Critical Hardware from a workbench, vehicle, or fixture and lifting or moving it to another workbench, vehicle, or fixture constitutes a Critical Lift. Critical Lifts require a team of Authorized Lifters as detailed by Work Instructions. Critical Lifts may not be performed without direction from Work Instructions. If Critical Lift direction has not been incorporated into Work Instructions, the lift may proceed by using Critical Lift/Move Check Sheet for Lifts/Moves with Pending Work Instruction.

Item 0001 and if options are exercised, Option Items 0003 and 0004 – The Contractor shall fabricate, test and deliver twenty-seven (27) for CLIN 0001 or twenty-four (24) for CLINS 0003 and 0004 STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Section B and Attachment 6. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744.

The Contractor shall fabricate each SM-3 AUR for flight-testing to contain a Flight Termination System (FTS). The Contractor shall provide the SM-3 AURs (special test units) listed below:

HARDWARE UNITS FOR TEST	QTY	REMARKS
ITEM 0001	EA	
MANUFACTURING SURVEILLANCE	QTY	REMARKS
MOTORS	EA	
Solid Divert and Attitude Control Systems (SDACS)	2	CLIN 0001, 0003 & 0004
Third Stage Rocket Motors (TSRM)	2	CLIN0001, 0003 & 0004
SDACS	1	SDACS from CLIN 0005, 0007,0009
TSRM	1	TSRM from CLIN 0005, 0007,0009
DELIVERABLE MISSILE UNITS	QTY	REMARKS
ITEM 0001	EA	
Blk IA Rounds	27	
MK 72 Boosters	14	
ITEM 0003		
Blk IA Rounds	24	
ITEM 0004		
Blk IA Rounds	24	
ITEM 0005	EA	
Blk IA Rounds (FMS Case JA-P-LUX)	9	
ITEM 0007		
Blk IA Rounds (FMS Case JA-P-LVK)	9	
ITEM 0009		
Blk IA Rounds (FMS Case JA-P-LUX)	9	
ITEM 00012		
Flight Test Kits	13	

Item 0002

The Contractor shall furnish data for Items 0001, and if options are exercised, Option Items 0003 and 0004. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0005

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3

(SM-3) WS33744. The FMS Case is JA-P-LUX and the LOA period of performance is September 2005 through February 2009. Only costs unique to FMS case JA-P-LUX may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. The Government will then ship the missiles to a U.S. Naval Facility in Pearl Harbor and store them at a U.S. Naval Facility in Pearl Harbor until such time that they are loaded onto the Japan Maritime Self-Defense Forces (JMSDF) Ship JS CHOKAI (DDG176) at Pearl Harbor.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LUX may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Item 0006, if exercised

The Contractor shall furnish data for Items 0005, and if options are exercised, Option Items 0007 and 0009. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Master Schedule (IMS) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. Where feasible and as specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

Item 0007

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B. Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744. The FMS Case is JA-P-LVK and the LOA period of performance is July 2006 through February 2010. Only costs unique to FMS case JA-P-LVK may be charged to this CLIN. Costs that benefit other customers may not be charged to this CLIN. Missiles will be shipped in place at the Contractor's All Up Round Facility Camden and accepted by DD Form 250. The Government will then ship the missiles to a U.S. Naval Facility in Pearl Harbor and store them at a U.S. Naval Facility in Pearl Harbor until such time that they are loaded onto the Japan Maritime Self-Defense Forces (JMSDF) Ship MYOKO (DDG 175) at Pearl Harbor.

The Contractor may export technical data, defense articles, and provide defense services to the foreign nationals designated herein, pursuant to International Traffic in Arms Regulations (ITAR) exemption 126.6c Foreign Military Sales Exemption. The transfer of defense articles, technical data or defense services takes place only during the validity period of the Letter of Offer and Acceptance (LOA) and implementing United States Government FMS contracts and subcontracts are in effect and serve as authorization. The origin recipient for tasks performed under this CLIN is Japan (Ministry of Defense and its Contractors). Only costs unique to FMS Case JA-P-LVK may be charged to the CLIN. Costs that benefit other customers may not be charged to this CLIN.

Option Items 0009, if exercised

The Contractor shall fabricate, test and deliver nine (9) STANDARD Missile (SM-3) Block IA Missile Rounds in accordance with Attachment 3 and other applicable requirements of this contract. One round will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Property (GFP) specified in Attachment 9 and deliver quantities as described in Attachment 6 and Section B.

Missile performance shall meet requirements of the Missile Performance Specification of STANDARD Missile-3 (SM-3) WS33744.

Option Items 0008 (Reserved) and 0010 (Reserved), if exercised

Material

The Contractor shall procure, assemble, inspect, test and deliver replaceable manufacturing components, in the quantities specified in Attachment 5, SM-3 Repair Parts that meet the performance requirements of the appropriate SM-3 Prime Item Development WS XXXXX. The Contractor shall ensure that all Government approved production Class II changes, as of six months prior to final delivery, are incorporated in the deliverable hardware.

Interchangeability

The Contractor shall ensure that all missile spares having the same part number shall be physically and functionally interchangeable without the need for modification of such items or of the initial procurement.

As Built Configuration Data

The Contractor shall prepare and deliver As Built Configuration Data for each end item.

Touch Labor

The Contractor shall provide manufacturing touch labor to assemble, test and deliver the required quantity of Manufacturing Components.

Option Item 0011, if exercised

The Contractor shall provide support for the manufacturing of the Block IA missile. This support shall include procurement of components for the purpose of mitigating and replacing obsolete missile subsystems. The Contractor shall continue updating the obsolete parts list for Block IA missile and make lifetime buys, as required.

Option Item 0012, if exercised

The Contractor shall procure, assemble, inspect, test and deliver 13 flight test kits as defined in Attachment 22 for converting tactical rounds into flight test missiles.

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 000801:

AA: 97 7 0400 8ACA 255 SA 452 0 068342 2D 000000 09091 000 0030 (CIN 00000000000000000000000000000000) was decreased 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:

- 1. Incorporate SLINs 001301 and 001401 to reflect the changes to the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
 LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	
00101	(b)(4)				29-Feb-08	
00102					29-Feb-08	
00103					29-Feb-08	
00104					29-Feb-08	
00105					29-Feb-08	
00106					29-Feb-08	
00107					31-Jul-08	
00108					30-Jul-08	
00109					30-Apr-08	
00110					30-Jul-08	
00111					30-Apr-08	
00112					30-Jul-08	
00113					30-Apr-08	
00301					29-Feb-08	
00302					31-Mar-08	
00303					30-Sep-08	
00304					30-Sep-08	
00305					30-Sep-08	
00306					30-Sep-08	
00307					30-Sep-08	
00308					30-Sep-08	
00401					30-Sep-08	
00402					30-Sep-08	
00403					30-Sep-08	
00501					30-Nov-08	
00701					31-Jul-09	
00801						
00901						31-Dec-09
TOTAL						

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423		29 pages (16 pages for US procurement, 13 pages for FMS procurement)
B	Contract Data Requirements List (CDRL), DD 1423		
	CDR; Glossary		
Attachment	Title	Date	Pages
1	CDRL Addressee List		
2	CDRL Distribution List		
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11	May 2006	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide		
5	Manufacturing Components Parts List		6
6	SM-3 Program Schedule – Revision 2	5 September 2008	3
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	Intentionally Left Blank		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists Change 1	25 August 2008	7
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)		

15	Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
16	Shipping Instruction Data - Revision 2	5 September 2008	4
17	Block 1A Configuration		
18	Cost and Software Data Reporting Plan DD2794 Revision 1 18A (b)(4) 18B 18C 18D 18E		
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	Intentionally Left Blank		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013)	N/A	5
22	Flight Test Kits	N/A	1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 23-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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) 082817 The purpose of this modification is to provide incremental funding in the amount of (b)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (b)(4) from (b)(4) to (b)(4). Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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
(Signature of person authorized to sign)		(b)(6)		23-Sep-2008
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000114 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000114	SLIN 000114 CPIF FOB: Destination PURCHASE REQUEST NUMBER: MIPRN0002408MP12976				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BF				
	CIN: MIPRN0002408MP129760001				

SUBCLIN 000115 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000115	SLIN 000115 CPIF FOB: Destination PURCHASE REQUEST NUMBER: MIPRN0002408MP12993				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BF				
	CIN: MIPRN0002408MP129930001				

SUBCLIN 000309 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000309	SLIN 000309 CPIF FOB: Destination PURCHASE REQUEST NUMBER: MIPRN0002408MP12995				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BG				
	CIN: MIPRN0002408MP129950003				

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 000114:

Funding on SUBCLIN 000114 is initiated as follows:

ACRN: BF

CIN: MIPRN0002408MP129760001

Acctng Data: 9770400 8ACA 255 SA452 0 068342 2D 960510 090910000030

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000115:

Funding on SUBCLIN 000115 is initiated as follows:

ACRN: BF

CIN: MIPRN0002408MP129930001

Acctng Data: 9770400 8ACA 255 SA452 0 068342 2D 960510 090910000030

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000309:

Funding on SUBCLIN 000309 is initiated as follows:

ACRN: BG

CIN: MIPRN0002408MP129950003

Acctng Data: 9770400 8ACA 255 SA452 0 068342 2D 960510 080910000030

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:

I. Incorporate SLINs 000114, 000115 and 000309 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
 LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>	
00101	(b)(4)				29-Feb-08	
00102					29-Feb-08	
00103					29-Feb-08	
00104					29-Feb-08	
00105					29-Feb-08	
00106					29-Feb-08	
00107					31-Jul-08	
00108					30-Jul-08	
00109					30-Apr-08	
00110					30-Jul-08	
00111					30-Apr-08	
00112					30-Jul-08	
00113					30-Apr-08	
00114						31-Dec-08
00115						31-Dec-08
00301						29-Feb-08
00302						31-Mar-08
00303						30-Sep-08
00304						30-Sep-08
00305						30-Sep-08
00306						30-Sep-08
00307						30-Sep-08
00308						30-Sep-08
00309						31-Dec-08
00401						30-Sep-08
00402						30-Sep-08
00403						30-Sep-08
00501						30-Nov-08
00701						31-Jul-09
00801						
00901					31-Dec-09	
TOTAL						

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 25-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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) 082867 The purpose of this modification is to provide incremental funding in the amount of (b)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (b)(4) from (b)(4) to (b)(4) Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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)(4) 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-Sep-2008
		(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 000112:

AU: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8X309B0C4233 820419 (CIN AB9SCD842330001) 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:

1. Provide incremental funding for SLIN 000112 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>	
00101	(b)(4)				29-Feb-08	
00102					29-Feb-08	
00103					29-Feb-08	
00104					29-Feb-08	
00105					29-Feb-08	
00106					29-Feb-08	
00107					31-Jul-08	
00108					30-Jul-08	
00109					30-Apr-08	
00110					30-Jul-08	
00111					30-Apr-08	
00112						31-Dec-08
00113						30-Apr-08
00114						31-Dec-08
00115						31-Dec-08
00301						29-Feb-08
00302						31-Mar-08
00303						30-Sep-08
00304						30-Sep-08
00305						30-Sep-08
00306						30-Sep-08
00307						30-Sep-08
00308						30-Sep-08
00309						31-Dec-08
00401						30-Sep-08
00402						30-Sep-08
00403						30-Sep-08
00501						30-Nov-08
00701						31-Jul-09
00801						
00901					31-Dec-09	
TOTAL						

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 30-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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) 082920 The purpose of this modification is to provide incremental funding in the amount of (b)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of funds" by (b)(4) from (b)(4) to (b)(4). Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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	
(Signature of person authorized to sign)			BY: (b)(6)	
			(Signature of Contracting Officer)	
			16C. DATE SIGNED 30-Sep-2008	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000116 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000116	CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD85990			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN BH CIN: AB9SCD859900001				

SUBCLIN 000310 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000310	CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD86141			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN BJ CIN: AB9SCD861410003				

SUBCLIN 000311 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000311	CPIF FOB: Destination PURCHASE REQUEST NUMBER: AAB9SCD86221			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN BK CIN: AAB9SCD862210003				

SUBCLIN 000312 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000312					(b)(4)
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: AB9SCD86195				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BL				
	CIN: AB9SCD861950003				

SUBCLIN 000313 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000313					(b)(4)
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: AB9SCD86196				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BM				
	CIN: AB9SCD861960003				

SUBCLIN 000314 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000314	CPIF FOB: Destination PURCHASE REQUEST NUMBER: AAB9SCD86197			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN BN CIN: AAB9SCD861970003				

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 000116:

Funding on SUBCLIN 000116 is initiated as follows:

ACRN: BH

CIN: AB9SCD859900001

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109C0C5990 820335

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000305:

AZ: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209C0C4964 820407 (CIN AB9SCD849640001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 000310:

Funding on SUBCLIN 000310 is initiated as follows:

ACRN: BJ

CIN: AB9SCD861410003

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109C0C6141 820335

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000311:

Funding on SUBCLIN 000311 is initiated as follows:

ACRN: BK

CIN: AAB9SCD862210003

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B209C2C6221 820709

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000312:

Funding on SUBCLIN 000312 is initiated as follows:

ACRN: BL

CIN: AB9SCD861950003

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B118A0C6195 820386

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000313:

Funding on SUBCLIN 000313 is initiated as follows:

ACRN: BM

CIN: AB9SCD861960003

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B109B0C6196 820401

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000314:

Funding on SUBCLIN 000314 is initiated as follows:

ACRN: BN

CIN: AAB9SCD861970003

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255X S12135 MD8B109D0C6197 820403

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:

- 1. Provide incremental funding for SLINs 000116, 000305, 000310, 000311, 000312, 000313, and 000314 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a). This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
00101	(b)(4)				29-Feb-08
00102					29-Feb-08
00103					29-Feb-08
00104					29-Feb-08
00105					29-Feb-08
00106					29-Feb-08
00107					31-Jul-08
00108					30-Jul-08
00109					30-Apr-08
00110					30-Jul-08
00111					30-Apr-08
00112					31-Dec-08
00113					30-Apr-08
00114					31-Dec-08
00115					31-Dec-08
00116					31-Dec-08
00301					29-Feb-08
00302					31-Mar-08

(b)(4)	
	30-Sep-08
	30-Sep-08
	31-Dec-08
	30-Sep-08
	30-Sep-08
	30-Sep-08
	30-Sep-08
	31-Dec-08
	31-Dec-08
	31-Dec-08
	31-Dec-08
	31-Dec-08
	31-Dec-08
	30-Sep-08
	30-Sep-08
	30-Sep-08
	30-Nov-08
	31-Jul-09
TOTAL	31-Dec-09

(b). The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c). The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **2**

2. AMENDMENT/MODIFICATION NO.: **P00021** 3. EFFECTIVE DATE: **23-Oct-2008** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)
17211 AVENUE D SUITE 160
DAHLGREN VA 22448-5154** CODE: **HQ0276** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON TUCSON
P.O. BOX 11337 BLDG 801
M/S 04
TUCSON AZ 85734-1337** CODE: **S0305A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON MISSILE SYSTEMS COMPANY
1151 E. HERMANS RD.
TUCSON AZ 85706-9367** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X** **N00024-07-C-8119** 10B. DATED (SEE ITEM 13): **X** **14-May-2007**

CODE: **15090** 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:
 D. OTHER (Specify type of modification and authority) **Mutual Agreement**
 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) 09146**
 The purpose of this modification is to provide the amount of funding that can be expended for SLINs 000115 and 000309 which were incrementally funded on Modification P00018.

(b)(6) (b)(6) (b)(6)
 15C. DATE SIGNED: **29 Oct 2008** (b)(6) 15C. DATE SIGNED: **30 Oct 08**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. Under Section G-06 "Allotment of Funds (May 2005)", implement the following:

Of the (b)(4) obligated under Modification P00018 and allotted to cost under SLIN 000115 (b)(4) (FY07 funding) shall be set-aside by Raytheon Missile Systems for the available incentive fee pool and shall not be expended until authorization is provided by the Contracting Officer.

Of the (b)(4) obligated under Modification P00018 and allotted to cost under SLIN 000309 (b)(4) (FY07 funding) shall be set-aside by Raytheon Missile Systems for the available incentive fee pool and shall not be expended until authorization is provided by the Contracting Officer.

2. Except as provided herein, all other terms and conditions under this contract remain in full force and effect.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V PAGE OF PAGES: 1 | 6

2. AMENDMENT/MODIFICATION NO. **P00022** 3. EFFECTIVE DATE: 07-Nov-2008 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (If applicable)

6. ISSUED BY: MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154 CODE: HQ0276 7. ADMINISTERED BY (If other than item 6): DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337 CODE: SD305A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-8119 X 10B. DATED (SEE ITEM 13) 14-May-2007

CODE 16090 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) Mutual agreement of both parties.

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) 3343
 The purpose of this modification is to revise the FOB and state the period of performance for CLINs 0005, 0007, 0009. This modification also revises the period of performance for CLINs 0013 and 0014, and restates attachments 6 and 16 in their entirety.

(b)(6) of the document referenced in Item 9A or 10A, as hereto fore changed, remains unchanged and in full force and effect. Type or print: (b)(6) 15C. DATE SIGNED: 11 Nov 2008 (b)(6) 16C. DATE SIGNED: 11/12/08

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The FOB has changed from Destination to Contractor Facility.

SUBCLIN 000501

The FOB has changed from Destination to Contractor Facility.

CLIN 0007

The CLIN description has changed from ACRN AH to IA FMS Rounds - Case JA-P-LVK.
The FOB has changed from Destination to Contractor Facility.

SUBCLIN 000701

The FOB has changed from Destination to Contractor Facility.

CLIN 0009

The FOB has changed from Destination to Contractor Facility.

SUBCLIN 000901

The FOB has changed from Destination to Contractor Facility.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0005:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UTC
POP 30-APR-2008 TO 11-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for CLIN 0005 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 11-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 14-MAY-2007 TO 31-DEC-2008	N/A	N/A FOB: Contractor Facility	

The following Delivery Schedule Item has been deleted from SUBCLIN 000501:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 11-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for SUBCLIN 000501 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 11-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 (b)(6) 703 271-6755 FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 14-MAY-2007 TO 31-DEC-2008	N/A	N/A FOB: Contractor Facility	

The following Delivery Schedule item has been added to CLIN 0007:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC

POP 15-FEB-2008 TO 31-OCT-2009 N/A N/A
 FOB: Contractor Facility

The following Delivery Schedule item has been added to SUBCLIN 000701:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-FEB-2008 TO 31-OCT-2009	N/A	N/A FOB: Contractor Facility	

The following Delivery Schedule item for CLIN 0009 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-APR-2008 TO 31-JUL-2010	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-APR-2008 TO 31-OCT-2010	N/A	N/A FOB: Contractor Facility	

The following Delivery Schedule item for SUBCLIN 000901 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-APR-2008 TO 31-JUL-2010	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 09-APR-2008 TO 31-OCT-2010	N/A	N/A FOB: Contractor Facility	

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for SUBCLIN 001301 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 18-AUG-2008 TO 28-NOV-2008	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for SUBCLIN 001401 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 28-NOV-2008	N/A	(b)(6) LESLIE GIRATA; MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

(End of Summary of Changes)

ATTACHMENT 6

REVISION 2

DATED 5 September 2008

SM-3 Program Schedule

SM-3 Program Schedule

Ready for Issue and Review Dates

Deliverable Units

RFI Date

Revision 2

5-Sep-08

CLIN 0001	
Two (2)	Jan-09
Five (5)	Apr-09
Three (3)	Jul-09
Eight (8)	Jan-10
Nine (9)	Apr-10
Three (3) MK 72	Dec-08
Five (5) MK 72	Jun-09
Five (5) MK 72	Aug-09
One (1) MK 72	Oct-09
CLIN 0005	
One (1)	Oct-08
Eight (8)	Dec-08
CLIN 0003	
Nine (9)	Sep-10
Six (6)	Dec-10
Nine (9)	Feb-11
CLIN 0007	
One (1)	Sep-09
Eight (8)	Oct-09
CLIN 0004	
Nine (9)	Jul-11
Nine (9)	Sep-11
Six (6)	Dec-11
CLIN 0009	
One (1)	Sep-10
Eight (8)	Oct-10

CLIN 0012	
Thirteen (13)	Dec-09

* Delivery dates are the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the due date is the next working day.

ATTACHMENT 16
REVISION 2
DATED 5 SEPTEMBER 2008
SHIPPING INSTRUCTION DATA

SHIPPING INSTRUCTION DATA

ATTACHMENT 16 Rev 2

CONTRACT NO. N00024-07-C-6119

5 September 2008

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Jan 09		0001	2	IN PLACE, AUR FACILITY CAMDEN AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Apr 09		0001	5	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jul 09		0001	3	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 08		0001	3 MK 72	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jun 09		0001	5 MK 72	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Aug 09		0001	5 MK 72	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

SHIPPING INSTRUCTION DATA
NAVSEA 4336/1 (REV. 6-90)

NOTE FOR REQUIRED DELIVERY DATE (RDD):

DAC = CALENDAR DAYS AFTER CONTRACT AWARD
MAC = MONTHS AFTER CONTRACT AWARD
MAOE = MONTHS AFTER OPTION EXERCISE

SHIPPING INSTRUCTION DATA

ATTACHMENT 16 Rev 2

CONTRACT NO. N00024-07-C-6119

5 September 2008

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Oct 09		0001	1 MK 72	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jan 10		0001	8	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Apr 10		0001	9	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Oct 08		0005	1	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

SHIPPING INSTRUCTION DATA

ATTACHMENT 16 Rev 2

CONTRACT NO. N00024-07-C-6119

5 September 2008

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	SHIP TO AND MARK FOR (5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Dec 08		0005	8	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 10		0003	9	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 10		0003	6	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Feb 11		0003	9	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 09		0007	1	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Oct 09		0007	8	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

SHIPPING INSTRUCTION DATA
NAVSEA 4336/1 (REV. 6-90)

NOTE FOR REQUIRED DELIVERY DATE (RDD):
 DAC = CALENDAR DAYS AFTER CONTRACT AWARD
 MAC = MONTHS AFTER CONTRACT AWARD
 MAOE = MONTHS AFTER OPTION EXERCISE

SHIPPING INSTRUCTION DATA

ATTACHMENT 16 Rev 2

CONTRACT NO. N00024-07-C-6119

5 September 2008

RDD (1)	ACRN (2)	CLIN/ SLIN (3)	QTY (4)	(5)	ADDRESS CODE (6)	TAC (7)	MILSTRIP (8)
Jul 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
				SHIP TO AND MARK FOR			
Sep 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 11		0004	6	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Sep 10		0009	1	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Oct 10		0009	8	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Dec 09		0012	13	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD
Jul 09		0008	14	IN PLACE, AUR FACILITY, CAMDEN, AR - (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 26-Nov-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Schedule Incentive Fee Payment				
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) 09524 Schedule Incentive Fee Payment for CLIN 0005				
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)		26-Nov-2008
		(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 0015 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Schedule Incentive Fee Earned COST FOB: Destination				(b)(4)
				ESTIMATED COST	

SUBCLIN 001501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001501	Schedule Incentive Fee Earned CLIN 0005 COST MIPR# N0002408MP50976 Amendment 1 FOB: Destination				(b)(4)
				ESTIMATED COST	
	ACRN AB CIN: 00000000000000000000000000000000				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0015:

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

The following Acceptance/Inspection Schedule was added for SUBCLIN 001501:

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 001501:

Funding on SUBCLIN 001501 is initiated as follows:

ACRN: AB

CIN: 00000000000000000000000000000000

Acctng Data: 97-11 X 8242 8FJT 310 4Q 452 0 068342 2D CCXT01 S54BR 425 101P

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:

- 1. Provide incremental funding for SLIN 001501 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO COST</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO</u> <u>CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
00101	(b)(4)				29-Feb-08
00102					29-Feb-08
00103					29-Feb-08
00104					29-Feb-08
00105					29-Feb-08

00106	(b)(4)	29-Feb-08
00107	(b)(4)	31-Jul-08
00108	(b)(4)	30-Jul-08
00109	(b)(4)	30-Apr-08
00110	(b)(4)	30-Jul-08
00111	(b)(4)	30-Apr-08
00112	(b)(4)	31-Dec-08
00113	(b)(4)	30-Apr-08
00114	(b)(4)	31-Dec-08
00115	(b)(4)	31-Dec-08
00116	(b)(4)	31-Dec-08
00301	(b)(4)	29-Feb-08
00302	(b)(4)	31-Mar-08
00303	(b)(4)	30-Sep-08
00304	(b)(4)	30-Sep-08
00305	(b)(4)	31-Dec-08
00306	(b)(4)	30-Sep-08
00307	(b)(4)	30-Sep-08
00308	(b)(4)	30-Sep-08
00309	(b)(4)	31-Dec-08
00310	(b)(4)	31-Dec-08
00311	(b)(4)	31-Dec-08
00312	(b)(4)	31-Dec-08
00313	(b)(4)	31-Dec-08
00314	(b)(4)	31-Dec-08
00401	(b)(4)	30-Sep-08
00402	(b)(4)	30-Sep-08
00403	(b)(4)	30-Sep-08
00501	(b)(4)	30-Nov-08
00701	(b)(4)	31-Jul-09
00801	(b)(4)	
00901	(b)(4)	31-Dec-09
01501	(b)(4)	31-Dec-08
TOTAL		

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 09-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY..(If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119		
		X 10B. DATED (SEE ITEM 13) 14-May-2007		
CODE 15090	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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral pursuant to 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) 9586 The purpose of this modification is to provide incremental funding in the amount of (b)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (b)(4) from (b)(4) to (b)(4) Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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)		09-Dec-2008
		BY (Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000117 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000117					(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BQ				
	CIN: 00000000000000000000000000000000				

SUBCLIN 000315 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000315					(b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BP				
	CIN: 00000000000000000000000000000000				

SUBCLIN 000404 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000404	CPIF FOB: Destination				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BR				
	CIN: 00000000000000000000000000000000				

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 000117:

Funding on SUBCLIN 000117 is initiated as follows:

ACRN: BQ

CIN: 00000000000000000000000000000000

Acctng Data: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C1367 920328

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000315:

Funding on SUBCLIN 000315 is initiated as follows:

ACRN: BP

CIN: 00000000000000000000000000000000

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109C1C6875 820803

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 000404:

Funding on SUBCLIN 000404 is initiated as follows:

ACRN: BR

CIN: 00000000000000000000000000000000

Acctng Data: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9E209B1C1375 920562

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:

- 1. Provide incremental funding for SLIN 001501 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>	
00101	(b)(4)				29-Feb-08	
00102					29-Feb-08	
00103					29-Feb-08	
00104					29-Feb-08	
00105					29-Feb-08	
00106					29-Feb-08	
00107					31-Jul-08	
00108					30-Jul-08	
00109					30-Apr-08	
00110					30-Jul-08	
00111					30-Apr-08	
00112					31-Dec-08	
00113					30-Apr-08	
00114					31-Dec-08	
00115					31-Dec-08	
00116					31-Dec-08	
00117						30-Jun-09
00301						29-Feb-08
00302						31-Mar-08
00303						30-Sep-08
00304						30-Sep-08
00305						31-Dec-08
00306						30-Sep-08
00307						30-Sep-08
00308						30-Sep-08
00309						31-Dec-08
00310						31-Dec-08
00311						31-Dec-08
00312						31-Dec-08
00313						31-Dec-08
00314						31-Dec-08
00315						31-Dec-08
00401					30-Sep-08	
00402					30-Sep-08	
00403					30-Sep-08	
00404					31-Mar-09	
00501					30-Nov-08	
00701					31-Jul-09	
00801						
00901					31-Dec-09	
01501					31-Dec-08	
TOTAL						

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) **CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of** (b)(4) **and not included in this allotment of funds clause.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: V
 PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO.: **P00025**
 3. EFFECTIVE DATE: **13-Jan-2009**
 4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE
 5. PROJECT NO. (if applicable):

6. ISSUED BY: MISSILE DEFENSE AGENCY (MDA)
 17211 AVENUE D SUITE 180
 DAHLGREN VA 22448-5164
 CODE: HQ0276
 7. ADMINISTERED BY (if other than item 6):
 DCMA RAYTHEON TUCSON
 P.O. BOX 11337 MS J2
 TUCSON AZ 85734-1337
 CODE: S0305A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 RAYTHEON MISSILE SYSTEMS COMPANY
 1151 E. HERMANS RD.
 TUCSON AZ 85706-9367
 CODE: 15090
 FACILITY CODE:
 9A. AMENDMENT OF SOLICITATION NO.:
 9B. DATED (SEE ITEM 11):
 X 10A. MOD. OF CONTRACT/ORDER NO.: N00024-07-C-6119
 10B. DATED (SEE ITEM 13):
 X 14-May-2007

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)
 Bilateral - Mutual Agreement between 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) 09705
 This Modification is issued to revise Exhibit A- DD 1423, Attachment 2 - CDRL Distribution List, Attachment 4 - DD 254, Attachment 6 - Program Schedule, Attachment 9 - Government Furnished Equipment and Attachment 16 - Shipping Instruction Data.
 Except as provided herein, the terms and conditions remain unchanged and in full force and effect.

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) print) (b)(6)
 15C. DATE SIGNED: **old Jan 2009** (b)(6)
1/22/09
 APPROVED BY OIRM 11-84 30-10 FORM 30 (Rev. 10-83) by GSA (R) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423 – Revision 1	20 November 2008	24
B	Contract Data Requirements List (CDRL), DD 1423		
	CDR; Glossary		
Attachment	Title	Date	Pages
1	CDRL Addressee List		
2	CDRL Distribution List – Revision 1	20 November 2008	4
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor, Rev 11	May 2006	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide –Revision 1	20 October 2008	11
5	Manufacturing Components Parts List		6
6	SM-3 Program Schedule – Revision 3	20 November 2008	2
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	Intentionally Left Blank		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists - Change 2	20 November 2008	11
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)		
15	Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
16	Shipping Instruction Data – Revision 3	20 November 2008	4
17	Block 1A Configuration		
18	Cost and Software Data Reporting Plan DD2794 Revision 1		
	18A – (b)(4)		
	18B –		
	18C –		
	18D –		

	18E – Aerojet DD2794		
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	Intentionally Left Blank		
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
22	Flight Test Kits	N/A	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00026		3. EFFECTIVE DATE 02-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
				X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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).					
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) 09976 The purpose of this modification is to 1) Provide incremental funding in the amount of (b)(4) or CLIN 0007 under ARCN BS (SubCLIN 000702); and 2) Update FAR 52.232-22, Limitation of Funds clause. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
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)			BY (b)(6)		02-Feb-2009
				(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000702 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000702	Incremental Funding for CLIN 0007 CPIF Funding for SLIN 000702 FOB: Destination PURCHASE REQUEST NUMBER: N0002409MP50394			TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET	(b)(4)
	ACRN BS CIN: N0002409MP503940007				

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 000702:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-FEB-2009 TO 01-OCT-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

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 000702:

Funding on SUBCLIN 000702 is initiated as follows:

ACRN: BS

CIN: N0002409MP503940007

Acctng Data: 97-11X8242 80JU 310 4Q452 0 068342 2D CCXT01 E5472425101P

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:

I. Provide incremental funding for SubCLIN 000702 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
00101	(b)(4)				29-Feb-08
00102					29-Feb-08
00103					29-Feb-08
00104					29-Feb-08
00105					29-Feb-08
00106					29-Feb-08
00107					31-Jul-08
00108					30-Jul-08
00109					30-Apr-08
00110					30-Jul-08
00111					30-Apr-08
00112					31-Dec-08
00113					30-Apr-08
00114					31-Dec-08
00115					31-Dec-08
00116					31-Dec-08
00117					30-Jun-09
00301					29-Feb-08
00302					31-Mar-08
00303					30-Sep-08
00304					30-Sep-08
00305					31-Dec-08
00306					30-Sep-08
00307					30-Sep-08
00308					30-Sep-08
00309					31-Dec-08
00310					31-Dec-08
00311					31-Dec-08
00312					31-Dec-08
00313					31-Dec-08
00314					31-Dec-08
00315					31-Dec-08
00401					30-Sep-08
00402					30-Sep-08
00403					30-Sep-08
00404					31-Mar-09
00501					30-Nov-08
00701					31-Jul-09
00702					30-Sep-09
00801					
00901					31-Dec-09
01501				31-Dec-08	
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1 | 3**

2. AMENDMENT/MODIFICATION NO.: **P00027** 3. EFFECTIVE DATE: **30-Jan-2009** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **MISSILE DEFENSE AGENCY (MDA)
17211 AVENUE D SUITE 160
DAHLGRIEN VA 22448-5154** CODE: **HQ0276** 7. ADMINISTERED BY (If other than item 6): **DCMA RAYTHEON TUCSON
P.O. BOX 11337 BLDG 801
MSON
TUCSON AZ 85734-1337** CODE: **S0305A**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **RAYTHEON MISSILE SYSTEMS COMPANY
1151 E. HERMANS RD.
TUCSON AZ 85706-9367** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X NO0024-07-C-6119** 10B. DATED (SEE ITEM 13): **X 14-May-2007**

CODE **15090** 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)
Bilateral pursuant to mutual agreement of parties

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) 91093**
The purpose of this modification is to extend the period of performance for CLIN 0013 US Manufacturing Components and CLIN 0014 FMS Manufacturing Components from January 31, 2009 to March 20, 2009 at no additional cost to the Government.
Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

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) or print) (b)(6)
15C. DATE SIGNED: **Feb 12, 2009** 16C. DATE SIGNED: **2/12/09**
30-10 FORM 30 (Rev. 10-85)
by GSA

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for SUBCLIN 001301 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

The following Delivery Schedule item for SUBCLIN 001401 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 31-JAN-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-AUG-2008 TO 20-MAR-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE 04-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY.. (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
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) 091164 See page 2 for 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)	
			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)		04-Mar-2009
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:SECTION SF30 BLOCK 14

Item 14. Description of Amendment/Modification:

The purpose of this modification is to provide procurement funding for the Standard Missile-3 (SM-3) Block IA Missiles for the Aegis Ballistic Missile Defense (BMD) Program.

Whereas, the "NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 2008" was signed into law (Public Law No. 110-181) on 28 January 2008;

Whereas, Section 223 entitled "BUDGET AND ACQUISITION REQUIREMENTS FOR MISSILE DEFENSE AGENCY ACTIVITIES" contained therein includes the following:

" (c) AVAILABILITY OF RDT&E FUNDS FOR FISCAL YEAR 2009 – Upon approval by the Secretary of Defense, and consistent with the plan submitted under subsection (f), funds appropriated pursuant to an authorization of appropriations or otherwise made available for fiscal year 2009 for research, development, test, and evaluation for the Missile Defense Agency –

(1) may be used for fielding of ballistic missile defense capabilities approved previously by Congress; and

(2) may not be used for –

(A) military construction activities; or

(B) procurement or advance procurement of long lead items, including for Terminal High Altitude Area Defense firing units 3 and 4, and for Standard Missile-3 Block IA interceptors.

(d) FULL FUNDING REQUIREMENT NOT APPLICABLE TO USE OF PROCUREMENT FUNDS FOR FISCAL YEARS 2009 AND 2010. – In any case in which funds appropriated pursuant to an authorization of appropriations or otherwise made available for procurement for the Missile Defense Agency for fiscal years 2009 and 2010 are used for fielding of ballistic missile defense capabilities on an "incremental" basis, notwithstanding any law or policy of the Department of Defense that would otherwise require a "full funding" basis."

Now therefore, based on the Public Law referenced above and NAVSEA 5252.232-9104 Allotment of Funds (May 1993) clause, this modification provides incremental procurement funding in the amount of (b)(4) for CLIN 0003 under ACRN BT (SubCLIN 000316) for the SM-3 Block IA Missiles.

Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000316 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000316	Procurement Funding for CLIN 0003 CPIF Procurement Funding for SM-3 Block IA Missiles. FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD93356				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
				ACRN BT	
				CIN: AB9SCD933560003	

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 000316:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
28-FEB-2011	24	MISSILE DEFENSE AGENCY (MDA) (b)(6) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6)	HQ0276
		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 000316:

Funding on SUBCLIN 000316 is initiated as follows:

ACRN: BT

CIN: AB9SCD933560003

Acctng Data: 9790400.2520 9 BM 2520 40960000000 255Y S12135 MD9E209E0C3356 920801

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:

I. Provide incremental funding for SubCLIN 000316 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					28-Feb-11
000401					30-Sep-08
000402					30-Sep-08
000403					30-Sep-08
000404					31-Mar-09
000501					30-Nov-08
000701					31-Jul-09
000702					30-Sep-09
000801					
000901					31-Dec-09
001501					31-Dec-08
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) **CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE 24-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/>	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090		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: (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) 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:					
<input checked="" type="checkbox"/> 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) 91411 The purpose of this modification is to: (1) Provide earned incentive fee in accordance with the "Cost Plus Incentive Fee Schedule" in section B of the contract, in the amount of (b)(4) for CLIN 0015 (Incentive Fee) under ACRN BQ (SubCLIN 001502); and (2) Update MDA G-06 Allotment of Funds Clause (52.232-22 Limitation of Funds). Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.					
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)			BY (b)(6)	24-Mar-2009	
			(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 0015

The estimated/max cost 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 001502 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001502	Schedule Incentive Fee Earned COST Incentive Fee earned for delivery of two (2) missiles for CLIN 0001 in accordance with the "Cost Plus Incentive Fee Schedule" and the "SM-3 Program Schedule" Attachment 6. FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD91367 ACRN BQ CIN: AB9SCD913670001			ESTIMATED COST	(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 001502:

Funding on SUBCLIN 001502 is initiated as follows:

ACRN: BQ

CIN: AB9SCD913670001

Acctng Data: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C1367 920328

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:

1. Provide incremental funding for SubCLIN 001502 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					28-Feb-11
000401					30-Sep-08
000402					30-Sep-08
000403					30-Sep-08
000404					31-Mar-09
000501					30-Nov-08
000701					31-Jul-09
000702					30-Sep-09
000801					
000901				31-Dec-09	
001501				31-Dec-08	
001502				31-Jun-09	
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) **CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.**

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE V	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE 13-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D, SUITE 160 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
CODE 15090	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).				
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) 091708 The purpose of this modification is to: (1) Provide earned incentive fee in accordance with the "Cost Plus Incentive Fee Schedule" in section B of the contract, in the amount of (b)(4) for CLIN 0015 (Incentive Fee) under ACRN BQ (SubCLIN 001502); and (2) Update MDA G-06 Allotment of Funds Clause (52.232-22) Limitation of Funds. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
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)		BY (b)(6)		13-Apr-2009
		(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 0015

The estimated/max cost 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 001502:

BQ: 9790400.2520 9 BM 2520 40603892C00 255Y S12135 MD9B209C0C1367 920328 (CIN AB9SCD913670001) 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:

- 1. Provide incremental funding for SubCLIN 001502 to reflect the line of accounting.

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25
LOCAL Include by Full Text

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S) AWARDED</u>	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					30-Jul-08
000109					30-Apr-08
000110					30-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000301					29-Feb-08
000302					31-Mar-08
000303					30-Sep-08
000304					30-Sep-08
000305					31-Dec-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08
000309					31-Dec-08
000310					31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					31-Dec-08
000315					31-Dec-08
000316					28-Feb-11
000401					30-Sep-08
000402					30-Sep-08
000403					30-Sep-08
000404					31-Mar-09
000501					30-Nov-08
000701					31-Jul-09
000702					30-Sep-09
000801					
000901					31-Dec-09
001501				31-Dec-08	
001502				31-Apr-09	
TOTAL					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(d) CLINs 0013 and 0014 are firm fixed price and are fully funded in the amount of (b)(4) and not included in this allotment of funds clause.

(End of Summary of Changes)