AMENDMENT OF SOLICIT	FATION/MODI	FICATION OF CONTRA	CT	I. CONTRAC	A P. C. Sandon S. San W.	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. N	O.		5. PROJECT	NO.(Ifapplicable)
P00001	12-Jun-2007					
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than it	tem6)	C	ODE	
NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY	R (No., Street, County,	State and Zip Code)		A. AMENDI	MENT OF SO	LICITATION NO.
1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337					SEE ITEM 1	
				And Advantage of	SEE ITEM	T/ORDER NO.
CODE 15090	FACILITY CO	DE	1000	14-May-2007		1.3)
		APPLIES TO AMENDMENTS OF	-			
The above numbered solicitation is amended as set fi				s extended,	is not exte	nded.
or (c) By separate letter or telegram which includes. RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to t	THE RECEIPT OF OFFERS amendment you desire to ch he solicitation and this amer	PRIOR TO THE HOUR AND DATE SPE ange an offer already submitted, such chang	CIFIED MAY e may be made	RESULTIN by telegramor		
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)					
V.D. P. B. B. P. S. C. P.	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTR	ACTSORI	DERS.		
		CT/ORDER NO. AS DESCRIBED I				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 104		authority) THE CHANGES SET FO	RTH IN I	TEM 14 ARE	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI C: THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY C			h, as changes i	n paying
C. THIS SUPPLEMENT AL AGREEMENT	IS ENTERED INTO P	URSUANT TO AUTHORITT OF:				
D. OTHER (Specify type of modification at NAVSEA 5252.232-9104, Allotment of Fur						
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	copi	es to the issu	ing office.	
14. DESCRIPTION OF AMENDMENT/MODE where feasible.) Modification Control Number: (b)(6) The PR number associated with this modific See Page 2 Except as provided herein, all terms and conditions of the)75451 ation is N00024-07-FR	-47465.				
15A. NAME AND TITLE OF SIGNER (Type	or print)	(b)(6)				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	(b)(6)				C. DATE SIGNED
(Signature of person authorized to sign)					0	5-Jun-2007

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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:

ITEM	SUPPLIES/SERVICES	Qty	TARGET COST	TARGET FEE*	TOTAL TARGET COST PLUS FEE
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:

ITEM	EST COST	FIXED FEE	TOTAL	EST POP
000501	(b)(4)			

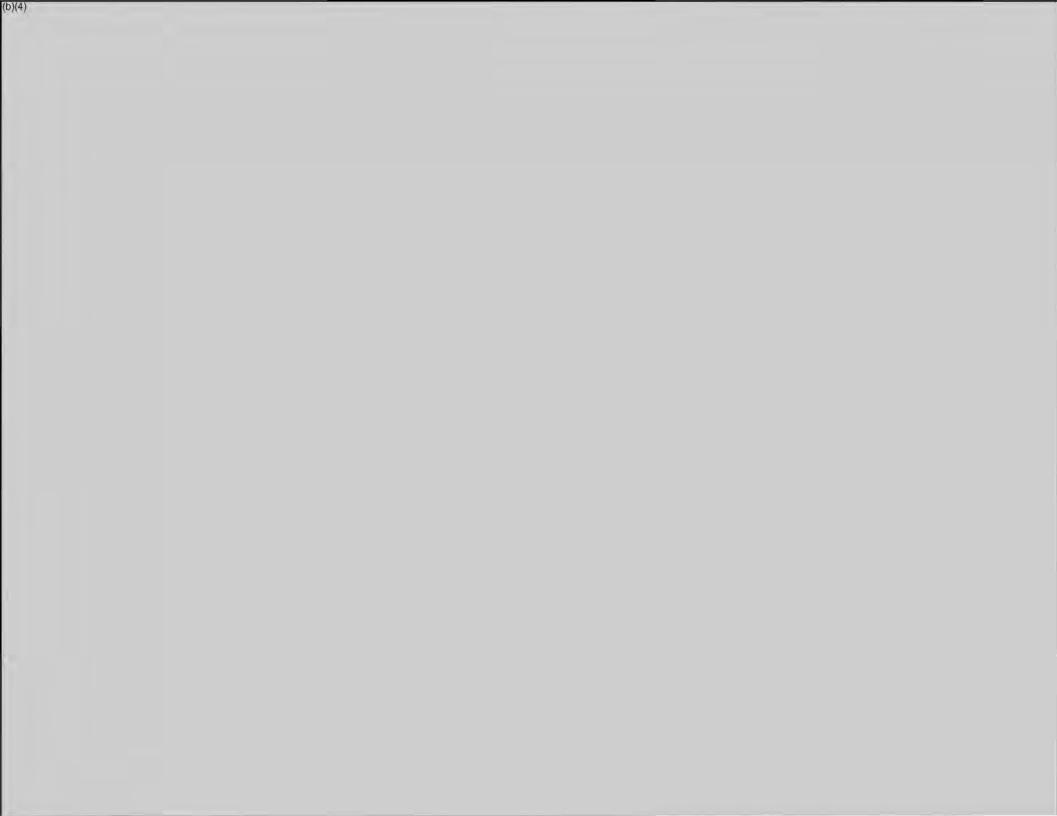
3. Under SECTION G - CONTRACT ADMINISTRATION DATA, change the Contracting Officer's Representative as follows

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:

			ESTIMATED PERIOD
ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	OF PERFORMANCE
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 SOLICI	TATION/MODII	FICATION OF CONTRAC	Г	I CONTRAC	I ID CODE	1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	TNO.(Ifapplicable)
P00002	21-Jun-2007					
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	N00024	7. ADMINISTERED BY (Hother than item) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	5)	CODE S0305A		
8. NAME AND ADDRESS OF CONTRACTO BAYTHEON COMPANY	R (No., Street, County,	State and Zip Code)		9A. AMENDA	MENT OF S	OLICITATION NO
1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337				9B. DATED (
			X	N00024-07-C		CT/ORDER NO.
CODE 15090	FACILITY CO	DE	X	14-May-2007	(Nelectic et alor	7-7-7
		APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to	a reference to the solicitation THE RECEIPT OF OFFERS is amendment you desire to ch	PRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change my	RACK ED Ma y be m	NOWLEDGMEN AY RESULT IN ade by telegramor l	T TO BE	
12. ACCOUNTING AND APPROPRIATION	DATA (If required)					
See Schedule	TOTAL ADDITION ONLY	TO MODIFICATIONS OF CONTRACT	reioi	DDEDE		
		TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN F				
A, THIS CHANGE ORDER IS ISSUED PUT CONTRACT ORDER NO. IN ITEM 10		authority) THE CHANGES SET FORT	HIN	ITEM 14 ARE	MADE IN	ГНЕ
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMENT	ORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF F			n as changes	in paying
D. OTHER (Specify type of modification a NAVSEA 5252.232-9104, Allotment of Fu	and authority)					
E. IMPORTANT: Contractor X is not,		gn this document and return	co	pies to the issui	ng office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: The PR Number associated with this modifi Except as provided herein, all terms and conditions of the provided herein, all terms and conditions of the provided herein.	76164 cation is N00024-07-FF	-47467				
15A. NAME AND TITLE OF SIGNER (Type	or print)	(-A5)				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	(b)(6)			10	6C. DATE SIGNED
(Signature of person authorized to sign)	=				3	21-Jun-2007

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

ST ANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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 000101	SUPPLIES/SERVICES ACRN AA	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CPIF				
	FOB: Destination				
				NET AMT (b)(4)	
	ACRN AA CIN: 000000000000000000000000000000000000				
ITEM NO 000501	SUPPLIES/SERVICES ACRN AB	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CPIF				
	FOB: Destination				
				NET AMT (b)(4)	
	ACRN AB CIN: 000000000000000000000000000000000000				

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:

ITEM	SUPPLIES/SERVICES	Qty	TARGET COST	TARGET FEE*	TOTAL TARGET COST PLUS FEE
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 000102	The state of the s				
000103 000104	ACRN AD 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:

ITEM	EST COST	FIXED FEE	TOTAL	EST POP
000101	(b)(4)		17.0	31 DEC 2007
000102				31 DEC 2007
000103				31 DEC 2007
000104				31 DEC 2007
000105				31 DEC 2007
	Λ			

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:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	OF PERFORMANCE
000101	(b)(4)		31 DEC 2007
000102	10		31 DEC 2007
000103			31 DEC 2007
000104			31 DEC 2007
000105			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 SOLICIT	CATION/MODI	FICATION OF CONTRAC	T	I. CONTRACT	AD CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicable)
P00003	01-Oct-2007					
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	N00024	7, ADMINISTERED BY (If other than item DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	6)	CO	DDE S030	5A
8. NAME AND ADDRESS OF CONTRACTOR RAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337	(No., Street, County,	State and Zip Code)	x	9B. DATED (S 10A. MOD. OI N00024-07-C	SEE ITEM 1 F CONTRAC 6119	T/ORDER NO.
CODE 15090	FACILITY CO	DE	×	10B. DATED 14-May-2007	(SEE ITEM	13)
		APPLIES TO AMENDMENTS OF SO	LICIT			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch e solicitation and this amen	S PRIOR TO THE HOUR AND DATE SPECIF ange an offer already submitted, such change m	R ACK IED MA ay be mo	NOWLEDGMENT AY RESULTIN ade by telegramor lo	ГТО ВЕ	
 ACCOUNTING AND APPROPRIATION I See Schedule 	DATA (If required)					
	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRAC	TSO	RDERS		
A. THIS CHANGE ORDER IS ISSUED PUR: CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify	CT/ORDER NO. AS DESCRIBED IN I authority) THE CHANGES SET FORT			MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT, office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF I			as changes i	n paying
Mutual Agreement of the Parties	IS ENTERED INTO F	OKSUANT TO AUTHORITE OF				
D. OTHER (Specify type of modification an	d authority)					
E. IMPORTANT: Contractor is not,	x is required to si	gn this document and return	cor	pies to the issuir	1g office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) The PR Number associated with this modification associated with the modification control number associated with the modification and conditions of the except as provided herein, all terms and conditions of the	_079151 ation is №00024-07-FF	ł-47471				
15A. NAME AND TITLE OF SIGNER (Type of		(b)(6)	9.0	CAPAGE WEEKS	2.43.20	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED (b)(6)				C. DATE SIGNED
(Signature of person authorized to sign)					0	02-Oct-2007

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53,243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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>	SUPPLIES/SERVICES	Qty	TARGET COST	TARGET FEE*	TOTAL TARGET COST PLUS FEE
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	<u> </u>	T.L.L.	(b)(4)
	7.9 7.5 7.3 7.9 7.				
14 74 14 15 10 44	ACRN AC				
2 4 7 5 5 6	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:

ITEM	EST COST	FIXED FEE	TOTAL	EST POP
000106	(b)(4)	1000		31 DEC 2007

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

CONTRACTING OFFICER'S	COMMANDER	
REPRESENTATIVE:	(0)(0)	

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:

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

000103 (b)(4)	31-DEC-07
000104	31-DEC-07
000105	31-DEC-07
000106	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 SOLICIT	TATION/MODIF	ICATION OF CONTRACT		V	ID CODE	1 2
2. AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO (Ifapplicable)
P00004	15-Oct-2007					
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAG HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	N00024	7. ADMINISTERED BY (Hother than item6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337	cor	CODE S0305A		
8. NAME AND ADDRESS OF CONTRACTOR BAYTHEON COMPANY 1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337	(No., Street, County,	State and Zip Code)		9B. DATED (SI	EE ITEM 11	
			X	10A, MOD. OF N00024-07-C-6		
CODE 15090	FACILITY COL	DE	X	14-May-2007	4-07-0400	377
- 10	, THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor lettermakes reference to th 12. ACCOUNTING AND APPROPRIATION I	THE RECEIPT OF OFFERS amendment you desire to cha be solicitation and this amend	PRIOR TO THE HOUR AND DATE SPECIFIE inge an offer already submitted, such change may	D M. be m	AY RESULTIN ade by telegramor let		
See Schedule	202 - 202 - 202 - 202	X5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.5.	X.2	was.		
		O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT	7011	3-2000		
A. THIS CHANGE ORDER IS ISSUED PUR. CONTRACT ORDER NO. IN ITEM 10A		uthority) THE CHANGES SET FORTH	IIN	ITEM 14 ARE M	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR X C. THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes i	n paying
Mutual Agreement of the Parties D. OTHER (Specify type of modification an	d authority)					
E. IMPORTANT: Contractor is not,	X is required to sig	m this document and return	co	pies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) The PR Number associated with this modification.	D852		cital	ion/contract subj	ect matter	
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of	The State of the S	9A or 10A, as heretofore changed, remains uncha	angeo	I and in full force and	effect.	
130. Hame And Title Of Signer (Type)	a Penne)	C-33-4				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D (b)(6)				C. DATE SIGNED
(Signature of person authorized to sign)	7				- 30	6-Oct-2007

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

ST ANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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:

ITEM	SUPPLIES/SERVICES	Qty	TARGET COST	TARGET FEE*	TOTAL TARGET COST PLU,S FEE
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	2001	165	(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 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:

ITEM	EST COST	FIXED FEE	TOTAL	EST POP
000501	(b)(4)			31 DEC 2007

3. The total amount obligated to this contract is increased from (b)(4) by (b)(4) to (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.	**************************************	OF CONTRACT	77.23.00	RACT ID CODE	PAGE OF PAGES
P00005	3. EFFECTIVE DATE SEE BLK 16C	4. REQUISITION/PUI NO0024-08-FR-	47690	C	5. PROJECT NO. 08-452-47690
6. ISSUED BY	CODE N00024	7. ADMINISTERED B	BY (If other t	han Item 6)	CODE S0305A
NAVAL SE <u>A SYSTEMS COMN</u> Buyer/Symbot. ((b)(6) 1333 ISAAC HULL AVE, SE M; WASHINGTON NAVY YARD. (b)(6)	S 2050	DCMA RAYTH PO BOX 11337 BLDG 801 M/S 1 TUCSON AZ 85	D4		
NAME AND ADDRESS OF CONTRAC	TOR (No., street, county, 5	 State and ZIP Code)	(x)	9A. AMENDMENT	OF SOLICITATION NO.
RAYTHEON COMPANY 1151 E. HERMANS RD				9B. DATED (SEE	ITEM 11)
PO BOX 11337			1	10A. MODIFICATI	ON OF CONTRACT/ORDER
TUCSON AZ 85734-1337			X		
DUNS: 79-459-8573	(b)(6)			N00024-07-C	
CODE 15090	FACILITY CODE	microrrection in a	-	14 MAY 2007	7.3
	M ONLY APPLIE	S TO AMENDM	FNTS		
nay be made by telegram or letter, provid opening hour and date specified. 2. ACCOUNTING AND APPRIPHIATION				THE RESERVE WITH THE PARTY OF	mine to the section with the rise
See Attached Financial Accounting 13. THIS ITEM A IT MODIFIED A. THIS CHANGE ORDER IS ISSE CONTRACT/ORDER NO. IN IT B. THE ABOVE NUMBERED CON office, appropriation data, etc.) SET C. THIS SUPPLEMENTAL AGREE	IN DATA Sheet IPPLIES ONLY TO THE CONTRAC UED PURSUANT TO: (Sp EM 10A. ITRACT/ORDER IS MODIF FORTH IN ITEM 14, PUR EMENT IS ENTERED INTO	T/ORDER NO. A scity Authority) THE CHA	ADMINISTI	PATIVE CHANGES	EM 14.
See Attached Financial Accounting 13. THIS ITEM A IT MODIFIED A. THIS CHANGE ORDER IS ISSUED ON TRACT/ORDER NO. IN IT B. THE ABOVE NUMBERED CON Office, appropriation data, etc.) SET	ING DATA Sheet PPLIES ONLY TO THE CONTRAC UED PURSUANT TO: (SP EM 10A. ITRACT/ORDER IS MODIF FORTH IN ITEM 14, PUR EMENT IS ENTERED INTO cities	T/ORDER NO. A scity Authority) THE CHA	ADMINISTI	PATIVE CHANGES	EM 14.
See Attached Financial Accounting 13. THIS ITEM A IT MODIFIED (x) A. THIS CHANGE ORDER IS ISSUED ON THACT/ORDER NO. IN IT B. THE ABOVE NUMBERED CONDITION Office, appropriation data, etc.) SET C. THIS SUPPLEMENTAL AGREEM Mutual Agreement of the Pa D. OTHER (Specify type of modified	ng Data Sheet IPPLIES ONLY TO THE CONTRAC UED PURSUANT TO: (Sp EM 10A. ITRACT/ORDER IS MODIF FORTH IN ITEM 14, PUR EMENT IS ENTERED INTO Ities cation and authority)	T/ORDER NO. A ecify Authority) THE CHA FIED TO REFLECT THE ISUANT TO THE AUTHO PURSUANT TO AUTHO	ADMINISTI DRITY OF F	CRIBED IN IT FORTH IN ITEM 14 RATIVE CHANGES (AR 43.103(b)).	EM 14. A ARE MADE IN THE (such as changes in paying
See Attached Financial Accounting 13. THIS ITEM A IT MODIFIED A. THIS CHANGE ORDER IS ISSUE CONTRACT/ORDER NO. IN IT B. THE ABOVE NUMBERED CON office, appropriation data, etc.) SET C. THIS SUPPLEMENTAL AGREE Mutual Agreement of the Pa	THE CONTRACTUDE PURSUANT TO: (SPIEM 10A. ITHACT/ORDER IS MODIFICATION (Organized) IS NOT IS REQUIRED INTO CONTRACT (ORDER IS MODIFICATION (Organized)	T/ORDER NO. A ecify Authority) THE CHA FIED TO REFLECT THE ISUANT TO THE AUTHO D PURSUANT TO AUTHO to sign this document a by UCF section heading	ADMINISTI DRITY OF FORITY OF; and return 2 gs, includings, includi	CRIBED IN IT FORTH IN ITEM 14 RATIVE CHANGES (AR 43.103(b).	EM 14. AARE MADE IN THE (such as changes in paying uing office. ract subject matter where
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NSN 7540-010152-9070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICI	TATION/MODIF	FICATION OF CONTRACT	7	V	ID CODE	1 65
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4, REQUISITION/PURCHASE REQ. NO.		4	5. PROJECT	NO.(Ifapplicable)
P00005	15-Feb-2008					
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050	N00024	7. ADMINISTERED BY. (If other than item6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	ļ.	CC	DE S030	5A
8. NAME AND ADDRESS OF CONTRACT OF RAYTHEON COMPANY	R (No., Street, County,	State and Zip Code)		9A. AMENDN	IENT OF SO	LICITATION NO.
1151 EAST HERMANS ROAD P.O. BOX 11337 TUCSON AZ 85734-1337			J	9B, DATED (S		
			X	10A. MOD. OI N00024-07-C- 10B. DATED		T/ORDER NO.
CODE 15090	FACILITY COI	OF.	X	14-May-2007	**************************************	
		APPLIES TO AMENDMENTS OF SOLI	CIT	V 10 10 10 10 10 10 10 10 10 10 10 10 10		
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the	copies, of the amendme a reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to cha	nt; (b) By acknowledging receipt of this amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACK D M be m	on each copy of the o NOWLEDGMENT AY RESULTIN ade by telegram or le	TO BE	
12. ACCOUNTING AND APPROPRIATION	DATA (If required)					
See Schedule	EDM ADDITION OF THE	EO LIODIEIO LEIOVE OF ONVERS L	n mire	DDCDC		
	그런 얼마는 아내는 경우가 하게 되었다. 이번 목에는 없는	TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 102		authority) THE CHANGES SET FORTH	IIN	ITEM 14 ARE	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO X C. THIS SUPPLEMENTAL AGREEMENT	RTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	n paying
Mutual Agreement of the Parties D. OTHER (Specify type of modification as	nd authority)					
E. IMPORTANT: Contractor is not,	x is required to sig	gn this document and return	co	pies to the issuir	ig office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The PR number associated with this modific	98842 Pation is N00024-08-FR-	9A or 10A, as heretofore changed, remains unch	angce	d and in full force an	d effèct.	or print)
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A NAME AND TITLE OF CO (b)(6) TEL: (b)(6)	INI	EMAIL: (b)(6)	ICER (Type	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE			constant in the second		C. DATE SIGNED
(Signature of person authorized to sign)					2	0-Feb-2008

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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
 - i. Attachment 14 Work Breakdown Structure
 - k. Attachment 15 Work Breakdown Structure Dictionary
 - 1. 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 IAConfiguration
 - p. Attachment 21 Technical Data to be furnished with limited or Restricted Rights
 - q. Attachment 22 Flight Test Kits

 As a result of the foregoing, the total esti 	nated amount of the subject	t contract is hereby increased from
(b)(4)		and the second s

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 QUANTITY UNIT UNIT PRICE AMOUNT
ES

0001 27 Unit

CPIF

Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07)

FOB: Destination



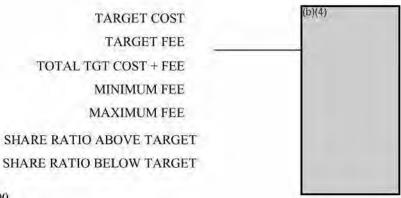
ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES

000101

ACRN AA CPIF

ACRN AA

FOB: Destination



ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 000102 ACRN AC 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 AC ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 000103 ACRN AD **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 AD

ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 000104 ACRN AE 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 AE ITEM NO SUPPLIES/SERVIC QUANTITY. UNIT UNIT PRICE AMOUNT ES 000105 ACRN AF **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 AF

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QUANTITY ITEM NO SUPPLIES/SERVIC UNIT UNIT PRICE AMOUNT ES 000106 ACRN AG **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 AG ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 0002 CPIF Data for Items 0001, 0003, 0004 (See Note A) - Not Separately Priced (NSP) FOB: Destination (b)(4)TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE

MAXIMUM FEE

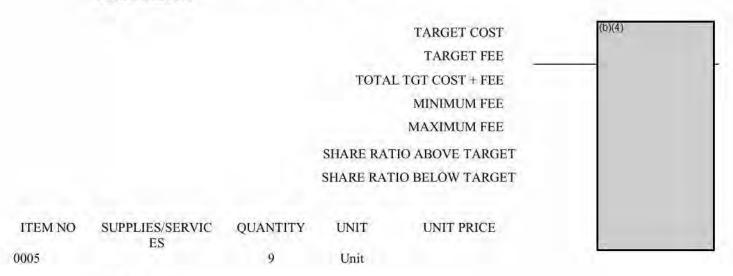
SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET

ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 0003 24 Unit EXERCISED OPTION CPIF Block TBD Initial Deployment Rounds SM-3 Blk IA (FY08) FOB: Destination (b)(4) TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 000301 ACRN AA 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 AA

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	20	24	Unit		
	CPIF				

Block TBD Initial Deployment Rounds SM-3 Blk IA Buy Back

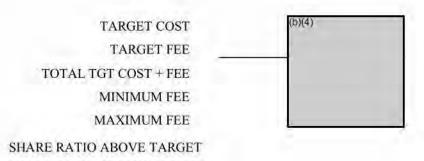
FOB: Destination



CPIF

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

FOB: Destination



SHARE RATIO BELOW TARGET

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ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 000501 ACRN AB 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 AB ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 0006 CPIF Data for Items 0005, 0007, 0009 (See Note A) - Not Separately Priced (NSP) FOB: Destination (b)(4)TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE

SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET

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ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 0007 9 Unit EXERCISED ACRN AH OPTION **CPIF** SM-3 Block IA Initial Deployment Rounds for FMS Case; JA-P-LVK FOB: Destination (b)(4)TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE AMOUNT ES 000701 **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 AH

QUANTITY ITEM NO SUPPLIES/SERVIC UNIT UNIT PRICE AMOUNT ES 8000 EXERCISED OPTION **CPIF** Manufacturing Components - US FOB: Destination (b)(4)TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 000801 ACRN AA **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 AA

ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Lo	9.	Unit		
	CPIF				
	SM-3 Block IA Initial I	Deployment Roun	ds for FMS C	ase: JA-P-LWA	
	FOB: Destination				
				TARGET COST	(b)(4)
				TARGET FEE	
			TOTA	L TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
			CHADEDAS		
				TIO ABOVE TARGET	
			SHARE RAT	TIO BELOW TARGET	
ITEM NO	SUPPLIES/SERVIC ES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010					
OPTION	CDUE				
	CPIF Manufacturing Compor	ents - FMS			
	FOB: Destination	ients - r ivis			
	E Dist animonage				
				TATALON TO A STREET TO	(b)(4)

TARGET COST TARGET FEE

MINIMUM FEE MAXIMUM FEE

TOTAL TGT COST + FEE

SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET

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ITEM NO SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE **AMOUNT** ES 0011 OPTION **CPIF** Obsolete Parts FOB: Destination (b)(4)TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET SUPPLIES/SERVIC QUANTITY UNIT UNIT PRICE ITEM NO AMOUNT ES 0012 13 Unit OPTION **CPIF** Flight Test Round Kits FOB: Destination (b)(4)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

1 00 Contourio	
Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0008	3, 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)	(b)(4)
30 days ahead	
60 days ahead	
*Calculated per missile and is prorated by day (at (b)(4) ** The target cost of each missile shall be determined ba	
SUMMARY:	
Minimum Fee (min fee cost, no schedule)	(b)(4)
Target Fee (target fee cost, 1 day ahead of schedule)	
Maximum Fee (max fee cost, 60 days ahead of schedule)

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 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) 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) 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 contact, 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 (D)(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 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 leas (b)(4) The Contractor shall limit the organizational categories under Format 2 to the prime Contractor and its prime subcontractor(s).
- 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)	(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	0)
and (b)(4)	from the previous reporting level period shall be explained in Format 5.	Ĩ

- (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.
- 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 g3nerated 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	OTY	REMARKS
ITEM 0001	EA	
MANUFACTURING SURVEILLENCE	QTY	REMARKS
MOTORS	EA	
Solid Divert and Attitude Control Systems		
(SDACS)	2	CLIN 0001, 0003 & 0004
Third Stage Rocket Motors (TSRM)		CLIN0001, 0003 & 0004
SDACS		SDACS from CLIN 0005, 0007,0009.
TSRM	The second secon	TSRM from CLIN 0005, 0007,0009
DELIVERABLE MISSILE UNITS	QTY	REMARKS
ITEM 0001	EA	
Blk IA Rounds		
ITEM 0003		
Blk IA Rounds	24	
ITEM 0004		
Blk IA Rounds	24	
ITEM 0005.	EA	
Blk IA Rounds (FMS Case JA-P-LUX) ITEM 0008		
MK 72 Boosters	14.	
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)

(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 Ordinance 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

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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;
- 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 ever 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.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

(1) name and business address of the Contractor

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

contract nun	nber	
(3) contract doll	ar amount	
4) whether the	contract was competitively or non-competitively awarded	
(5) sponsor:		
200 5	(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:

SLIN/Equipment	PDLI	Shipping Requisition Number
(b)	(b)	(b)(3):10 USC §130,(b)(5)
(b)(3):10 USC §130		
Item 0005 Fach boy or	narcel containing my	aterial shipped against this order, and all shipping documents, shall
contain the following visi		aterial simpled against this order, and an simpling documents, shall
(b)(3):10 USC §130,(b)(5) (b)(3):10 USC §130,	(b)(5)	
A 10 TO 10 TO 10		and the second s
Item 0007-Each box or pa contain the following visi		erial shipped against this order, and all shipping documents, shall
(b)(3):10 USC §130,(b)(
For shipping purposes, the	e Contractor shall ut	ilize the following Shipping Requisition Numbers and suffix codes for
material shipped under Cl	LIN 0007 of this con	ntract:
SLIN/Equipment	PDLI	Shipping Requisition Number
(b)(3):10	(b)	(b)(3):10 USC §130
(b)(3):10 USC §130		
		ning material shipped against this order, and all shipping documents,
shall contain the following		
(b)(3):10 USC §130 (b)(3):10 USC §130		
	e Contractor shall ut	ilize the following Shipping Requisition Numbers and suffix codes for
material shipped under Cl		
	LIN 0009 of this con	ntract:
SLIN/Equipment Number (b)(3):		PDLI Shipping Requisition Number (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	
(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	MAY 2001	
	Reimbursement.		

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 FreightSmall 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	COMMANDER
REPRESENTATIVE:	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	COMMANDER
REPRESENTATIVE:	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.

ocations when submitting invoices in WAWF:	
Type of Document (contracting officer ch	neck all that apply)
Invoice (FFP Supply & Service)	
Invoice and Receiving Report Combo	(FFP Supply)
Invoice as 2-in-1 (FFP Service Only)	
X Cost Voucher (Cost Reimbursable, T&	&M, LH, or FPI)
Receiving Report (FFP, DD250 Only)	
DODAAC Codes and Inspection and Acciformation as applicable)	eptance Locations (contracting officer complete appropriate
Issue DODAAC	_N00024
Admin DODAAC	S0305A
Pay Office DODAAC	HQ0339
Inspector DODAAC	N/A
Service Acceptor DODAAC	N/A
Service Approver DODAAC	N/A
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA138
LPO DODAAC	N/A
Inspection Location	See Section E
Acceptance Location	See Section E
	net may be attached to the WAWF invoice, e.g., backup or size of each file is 2 megabytes. Maximum limit for size of
send additional email notifications. Click on "S dresses noted below in the first email address blo	AWF, but after submitting the document(s), you will be prompted More Email Notification" and add the acceptor/receiver enock, and add any other additional email addresses desired in the government is important to ensure that the acceptor/receiver itted into WAWF.
Send Additional Email Notification To: (b)(6)	

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance

f) The contractor shall submit invoices/cost your	hers for payment per contract terms and the government shall

- (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)

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 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 to a change made pursuant to a written order designated as a "change order" or 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 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 contract. 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 contract. 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

N0	0024-96-C-5337
N0	0024-96-C-5353
N0	0024-98-C-5364
N0	0024-99-C-5373
N0	0024-99-C-5375
N0	0024-00-C-5390
N0	0024-00-C-5399
N0	0024-02-C-5312
N0	0024-02-C-5319
N0	0024-03-C-5330
N0	0024-03-C-6111
N0	0024-04-C-5342
N0	0024-04-C-5344
N0	0024-04-C-5350
N0	0024-04-C-5361
F3	3657-93-C-2257
Нζ	00276-08-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; <u>provided</u>, 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.

N0002	24-96-C-5301	
N0002	24-96-C-5337	
N0002	24-96-C-5353	
N0002	24-98-C-5364	
N0002	24-99-C-5373	
N0002	24-99-C-5375	
N0002	24-00-C-5390	
N0002	24-00-C-5399	
N0002	24-02-C-5312	
N0002	24-02-C-5319	
N0002	24-03-C-5330	
N0002	24-03-C-6111	
N0002	24-04-C-5342	
N0002	24-04-C-5344	
N0002	24-04-C-5350	

COMIN CAME

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.

CLAUSES INCORPORATED BY FULL TEXT

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:

		INCENTIVE	ESTIMATED
ITEM(S)	ALLOTED TO COST	FEE AWARDED	PERIOD OF PERFORMANCE
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	JAN 1997
	Improper Activity	
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 RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-10	Price Reduction for Defective Cost of Pricing Data-	OCT 1997
32.213-11	Modifications	001 1777
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing DataModifications	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		JUL 2005
	Compensation	0012000
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	AUG 1996
	Infringement	
52.227-10	Filing Of Patent ApplicationsClassified Subject Matter	APR 1984
52.227-12	Patent RightsRetention By The Contractor (Long Form)	JAN 1997
52.228-7	InsuranceLiability 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 TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-1 AILT	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	ChangesCost-Reimbursement	AUG 1987
52.243-2 Alt II	ChangesCost 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 LiabilityHigh-Value Items	FEB 1997
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
		FEB 2000
52.248-1	Value Engineering	
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	- DEC 2004
	Contract-Related Felonies	

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
	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7004711171	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	
232.209-7004	The Government of a Terrorist Country	WIAK 1996
252.211-7000	Acquisition Streamlining	DEC 1991
252.211-7000		DEC 1991 DEC 1991
	Pricing Adjustments Cost Estimating System Requirements	OCT 1998
252.215-7002 252.219-7003	Cost Estimating System Requirements	APR 1996
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APK 1990
252 222 7001	Business Subcontracting Plan (DOD Contracts)	A DD 1002
252.222-7001	Right Of First Refusal Of EmploymentClosure of Military	APR 1993
252 222 7002	Installations	1417 1004
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of PerformanceAmmunition And	DEC 1991
	Explosives	ann 1000
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	JUN 2005
	and CanadaSubmission after Award	
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) -	APR 2003
	Alternate I	
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	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns.	
252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and	JUN 1995
	Noncommercial Computer Software Documentation.	
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted RestrictionsComputer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-	JUN 1995
	Furnished Information Marked with Restrictive Legends	
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical DataWithholding Of Payment	MAR 2000
252.227-7034	PatentsSubcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	PatentsReporting 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	DEC 1991
202.2 12 1003	Documentation/Instructions	200 1771
252.242-7004	Material Management And Accounting System	NOV 2005
252.242-7004	Pricing Of Contract Modifications	DEC 1991
252.243-7001	Requests for Equitable Adjustment	MAR 1998
232.243-7002	requests for Equitable Aujustificit	MIMIC 1990

252.244-7000	Subcontracts for Commercial Items and Commercial	NOV 2005
	Components (DoD Contracts)	
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	DEC 1996
	Reduction	

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 OCT 1997
Than Cost or Pricing Data--Modifications (Oct 1997) Alternate II

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 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 percent of the applicable fee or the Contracting Officer shall release 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 dollar that the total allowable cost is less than the target cost or decreased by cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than bercent or less than bercent or less than bercent 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.

LATEST OPTION EXERCISE DATE	
30 April 2008	
29 February 2008	
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.

- (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)

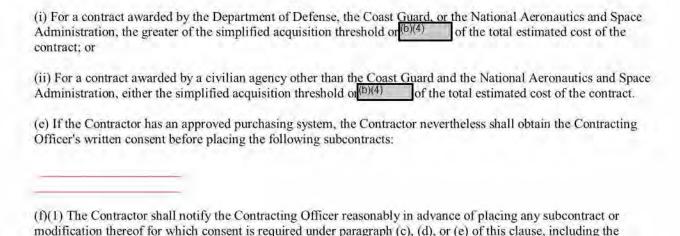
(a) Definitions. As used in this clause--

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) 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.

following information:

- (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 Acquistion 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 <u>insert regulation name</u> (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

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

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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.Sflag vessels, including points of contact (with names and telephone numbers) with at least two U.Sflag 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;

(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:

(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

ITEM	CONTRACT	QUANTITY
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- (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)
В	Contract Data Requirements List (CDRL), DD 1423		
	CDRL Glossary		
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Attachment	Title	Date	Pages
1	CDRL Addressee List		2
2	CDRL Distribution List		8
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		3
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
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21	Technical Data to be funished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
22	Flight Test Kits	N/A	1

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H. DATE 2-14-07

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N00024-07-C-6119 CONTRACT DATA REQUIREMENTS LIST P00005 Form Approved (1 Data Item) OMB No. 0704-0188 The public reporting burden for this collection of information is estimated to everage 110 hours per response, including the time for reviewing instructions, searching existing data accuracy, gethering and maintaining the data reviewing the collection of information. Send continents regarding this burden estimate or any other especial of this collection of information including suggestions for reducing this burden, to Department of Differen. Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Julianiston David Highway, Sule 1204, Affagion, VA 22202-4302. Respondents should be aware that not withstanding any other provision of law, no person shall be subject to any person from the confirmation 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 ContinuaLPR No. listed in Block E. A. CONTRACT LINE B EXHIBIT C. CATEGORY: N/A REF: DOD 5010.12-L AMSDL ITEM NO 0002 D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR AB SM-3 N00024-07-C-6119 Raytheon Missile Systems Tucson 1. DATA ITEM NO. 2 TITLE OF DATA ITEM 3. SUBTIFLE 17 PRICE COST DATA SUMMARY REPORT (DD FORM 1921) A004 5. CONTRACT REFERENCE 8. REQUIRING OFFICE 4. AUTHORITY (Data Acquisition SEE BLOCK 16 TOTAL PRICE DI-FNCL-81565A 7. DO250 REQ 9. ENST STATEMENT 10. FREQUENCY 12 DATE OF FIRST SUBMISSION 14. DISTRIBUTION b. COPIES No D ANNLY 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION a ADDRESSE SEE BLOCK 16 SEE BLOCK 16 Repro A 18 REMARKS MDA/AB Di SEE 16 D1 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. (b)(6) (b)(6)04 G. PREPARED H. DATE -18-07 2-14-57

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DD Form 1423-1, AUG 96 (EG)

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N00024-07-C-6119 **CONTRACT DATA REQUIREMENTS LIST** P00005 Form Approved (1 Data Item) OMB No. 0704-0188 The public regarding burden for this collection of Information is estimated to average 110 hours per response, including the time for reviewing instructions, searching addition additional production of information including suggestions for reducing this burden estimate or any other espect of this collection of information including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0186), 1215 Jufferson Davis Highway, Suite 1204, Arington, VA 22212-4302. Respondented should be marker that not writts unding any other provision of law, no person shall be quitied to any penalty for faining to confine with a collection of information it 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 Officer for the Contract/PR No. listed in Block E. A. CONTRACT LINE C. CATEGORY: N/A REF; DOD 5010.12-L AMSDL B. EXHIBIT TM ITEM NO. 0002 F. CONTRACTOR E. CONTRACT/PR NO. D. SYSTEM/ITEM AB SM-3 N00024-07-C-6119 Raytheon Missile Systems Tucson 1. DATA ITEM NO. 2. TITLE OF DATA ITEM a SUMMOR 17. PRICE FUNCTIONAL COST HOUR REPORT AND PROGRESS CURVE A005 REPORT (DD FORM 1921-1) 6. REQUIRING OFFICE 5. CONTRACT REFERENCE 8. ESTIMATED 4. AUTHORITY (Data Acquisition TOTAL SEE BLOCK 16 MDA/AB rt No.1 PRICE DI-FNCL-81566A 10. FREQUENCY 12. DATE OF FIRST SUBMISSION 14. DISTRIBUTION 7 00260 REQ 9. DIST STATEMENT b. COPIES ANNLY No D 30 Apr 08 6. APP CODE 11. AS OF DATE 13. DATE OF SUBSEQUENT SUBMISSION a. ADDRESSE SEE BLOCK 16 Repro SEE BLOCK 16 A 18. REMARKS MDA/AB 01 SEE 16 01 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.

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ATTACHMENT 1

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COMPLETE ADDRESS

ACO DCMA RAYTHEON TUCSON

P O BOX 11337 ACO/QAR

BUILDING 801 M/S J2 TUCSON AZ 85734-1337

DEFENSE TECHNICAL INFORMATION CENTER DTIC

ATTN (b)(6)

8725 JOHN J KINGMAN ROAD

SUITE 0944

FT BELVOIR VA 22060-6218

COMMANDER IHD/NSWC 622

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

JOHNS HOPKINS UNIVERSITY JHU/APL

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

ADDRESSEE LIST

DD FORM 1423 (CDRL) **BLOCK 14 ENTRY**

COMPLETE ADDRESS

AEGIS BALLISTIC MISSILE DEFENSE PCO

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

PEO TSC TECHREP TUSCON TECHREP/TC

ATTN (b)(6) BUILDING 801 MS M-9

P O BOX 11337

TUCSON AZ 85734-1337

CDRL ELECTRONIC DISTRIBUTION REQUIREMENTS MATRIX

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

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B006	MASTER SCHEDULE		X	X	X	X	X	X	X	X	X	X
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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	
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B006	MASTER SCHEDULE		D	D	D	
B007	COST PERFORMANCE RPT		D	D	D	
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B012	CONFERENCE MINUTES		D	D		
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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

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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 O 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.

- 1.1.5.1.2 Telescope/Sensor not used
- 1.1.5.1.3 Electronics not used
- 1.1.5.1.4 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 indentured 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 quidance.

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

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	1.1.3.1.2	As Req
Metrics	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	
Validate Modified	1.1.3.1.2	As Req
Manufacturing Processes	1.1.3.3.2	1
	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	
Missile Log	1.1.7.3.3.b	
As-built Configuration	1.1.7.3.3.b	
Data		
Acceptance Test Data	1.1.7.3.3.c(3)	6
VLS Integrity and	1.1.7.3.3.c(3)	As Req
Canister Functional		
Testing	rapo.	
Historical Archive	1.5.1.b	As Req
Engineering Notebook	1.5.1.c	As Req
Maintain Supportability	1.5.7.a	As Req
Database with Current		
Missile Configuration	*55	
Update Logistic Plans	1.5.7.a	As Req
Maintain Program	1.5.7.a	As Req
Logistics Management		9
Information		
Support FRACAS	1.5.7.b	As Req
Maintain ESS	1.5.7.b	As Req
Process/Plan		
Update Reliability	1.5.7.b	As Req
Prediction		
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 Stucture Attachment 15	1.6.2.	As Req

N00024	-07-C-6119
	P00005

SM-3 Blk IA	Manufacturing	Components

SM-3 USN Blk IA Manufacturing Components Part No.

Part Description

Qty 14

7227207-2LFT-X

BOOSTER

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)	3. 3.16.2	Apr-10
	CLIN 0005	
Nine (9)		Nov-08
	CLIN 0003	
Nine (9)	1111111111111	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

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

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 PORT HUENEME DIVISION, NAVAL SURFACE
COMMANDER, (b)(b)	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

DIVISION, NAVAL SURFACE WARFARE CENTER, (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.

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)

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.

- 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. 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)

 (b)(6)

 (c) If VLS Canisters which have been received from the DOP fail test, the Contractor shall notify the COMMANDER, (b)(6)

 (b)(6)

Government Furnished Equitpment and Material

GFE/GFM

and

Special Test Equipment

GFE/GFM Listing For SM 3 Blk 1A

	A	В	C	D	E	F	G	H
1	Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
2		(b)(3):10	1 6 77	4 / 4	1-10-0-1			
3		(3)	27		6/08	Camden	CLIN 1	
4		10	27			Camden		
5		Q	27			Camden		
6		usc	27			Camden		d .
7		§130						
8		30	4 10 11					
9			31		10/07	Andover	CLIN 1	
10								
12								
13			28		5/07	El Segundo	CLIN 5	11

2/20/2008

Attachment 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
	(a)				last train		
	(b)(3):	9		3/08	Camden	CLIN 5	
	101	9			Camden		
	JSC	9			Camden		
	351	9			Camden		
	30						
		44		0/00	Audense	OLINE S	
	14	11		8/06	Andover	CLIN 5	
		10		5/07	El Segundo	CLIN 5	

2/20/2008 SM 3 CLIN 5

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
	(b)(3			9.00			
	9	24		2/10	Camden	CLIN 3	
	10.0	24			Camden		
	JSC	24			Camden		
	SS	24			Camden)
	88						
		28		1/08	Andover	CLIN 3	
		25		5/07	El Segundo	CLIN 5	

2/20/2008 SM 3 CLIN 3

GFE/GFM Listing For SM 3 Blk 1B

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
	(b)(3)	24		9/10	Comdon	CLIN 4	
	101	24 24		9/10	Camden Camden	CLIN 4	
	SC	24			Camden		
	§130	24			Camden		
	0						
	3	11		1/10	Andover	CLIN 4	
U.		25	1	5/07	El Segundo	CLIN 5	

2/20/2008 SM 3CLIN 4

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	CLIN/TI	Comments
	(d)					11.27	
	(b)(3).	9		3/09	Camden	CLIN 7	
	10	9			Camden		
	usc	9		1	Camden		
	\$	9			Camden	+	
	30						
		11	1	9/08	Andover	CLIN 7	
		10		5/06	El Segundo	CLIN 7	

2/20/2008 SM 3 CLIN 7

ATTACHMENT 9

GFE/GFM Listing For SM 3 Blk 1A

Description	Part Number		SPARE	Required date	Location	CLIN/TI	Comments
	(6)(3)			171777			
	9	9		11/09	Camden	CLIN 9	
	0	9			Camden		
	SC	9			Camden		
	con Th	9			Camden		
	30						
		11		10/09	Andover	CLIN 9	
		10		1/09	El Segundo	CLIN 9	

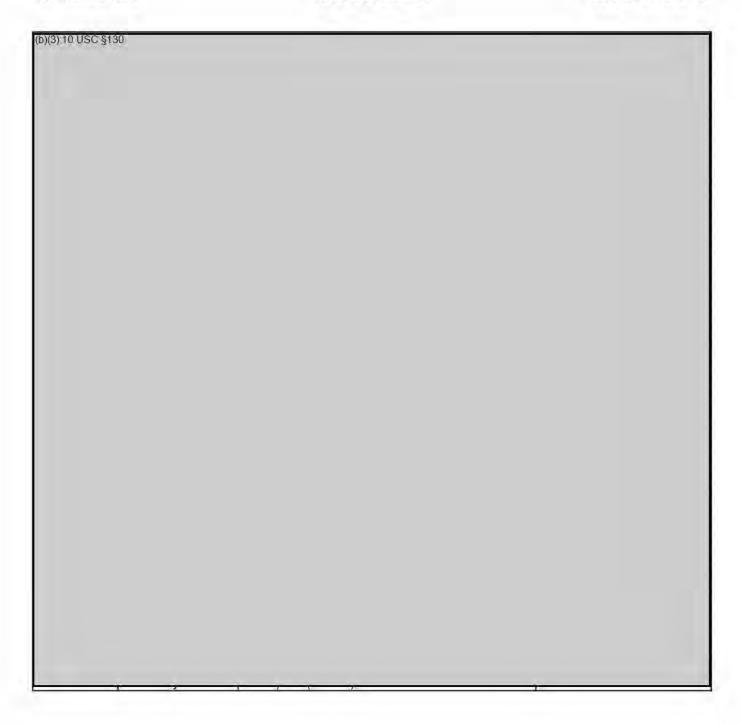
2/20/2008 SM 3 CLIN 9

GFE/GFM Listing Common use items SM 3 Blk 1A

Description	Part Number	Quantity	SPARE	Required date	Location	6119	Comments
	9			1/08	Tucson/Camden	X	RFU
	(b)(3):10 USC §130 (b)(6) (b)(3):10 USC §130	3					
	9	2					
	JSI JS						
	§130			1/08	Tucson Camden	X	RFU
	30,(3					30.00
		2					
				1/08	Tucson Camden	X	RFU
	Ш.	6 - (1 = 1					
	Ш					1	
	Ш	as Req		1/08	Multi	X	RFU
	Ш	X					
	Ш 1	X					
		X					
	# 1	an Dan		1/00	N.A. Je:	~	DELL
	₩ 1	as Req		1/08	Multi	X	RFU
	+	X					
	+	X				-	
	H			0		-	
	H -	X	-				+
	++ +					-	
	H 1	X					
	H						
	#	as Req		1/08	Multi	X	RFU
EUNOMON		х					

TP Number TP Description	Notes
TP Number TP Description (b)(3):10 USC §130	

(b)(3):10 USC §130



34008

STANDARD MISSILE PROGRAM SYSTEMS ENGINEERING, QUALITY AND RELIABILITY PROVISIONS



26 JUNE 2000

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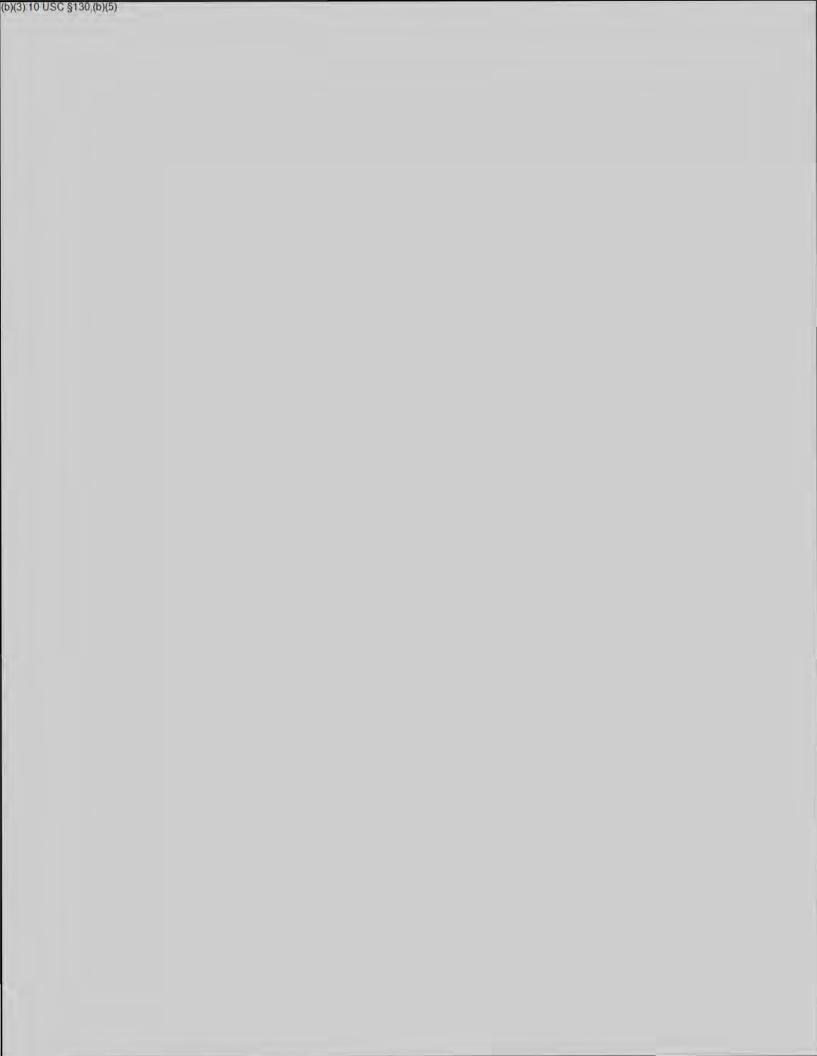
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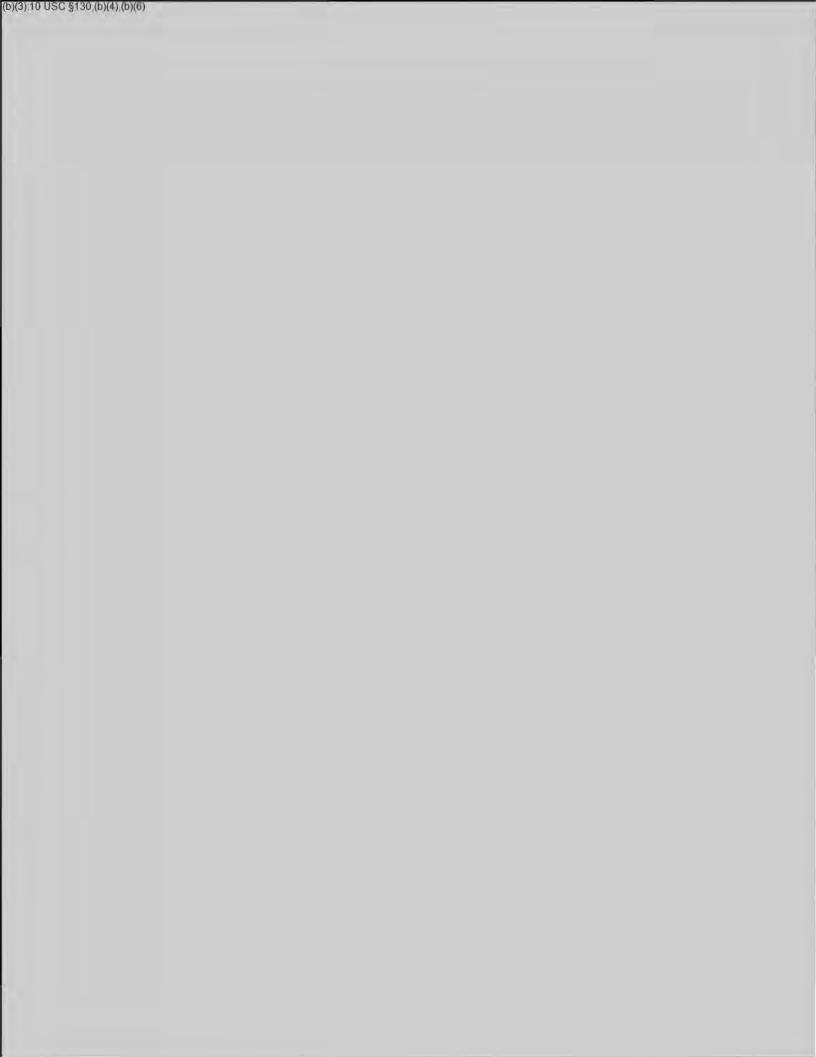
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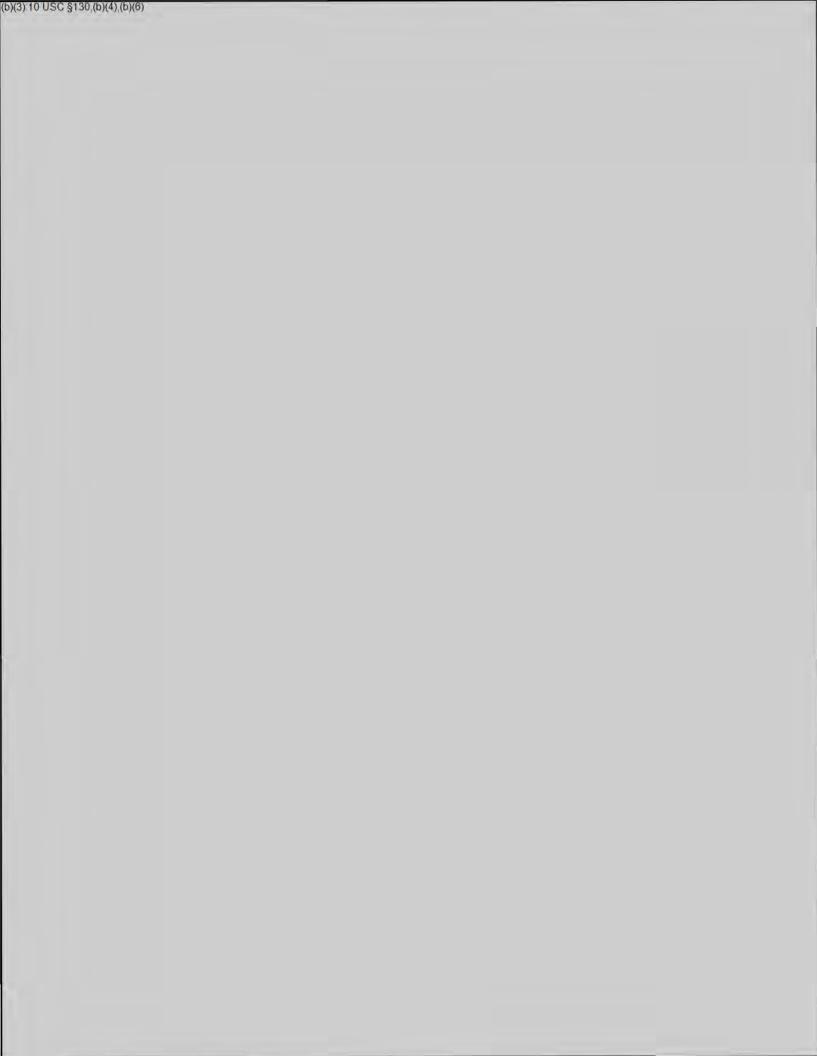
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Prepared For PROGRAM EXECUTIVE OFFICE THEATER SURFACE COMBATANTS STANDARD MISSILE PROGRAM OFFICE PMS422T

PUBLISHED BY DIRECTION OF PEO (TSC) PMS422T







ATTACHMENT 14 WORK BREAKDOWN STRUCTURE

	CLIN 1 CPR WBS
1.0	CLIN 1 BLK IA MISSILES
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 ENGINEERING 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 MTA/ACA SDACS HARDWARE SDACS INTEGRATION & TEST SDACS STE/TOOLING SDACS ENGINEERING SDACS PROGRAM MANAGEMENT NOSECONE FOURTH STAGE IA&T (KW INT-SUBC) GUIDED MISSILE ASSEMBLY KIT
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)
1.1.0	COIDED MICOILE / COLMBET 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
	CLIN 5 CPR WBS
5.0	CLIN 1 BLK IA FMS MISSILES
5.1	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 5.1.4.2.3 5.1.4.2.4 5.1.4.2.5		TSRM HARDWARE TSRM INTEGRATION & TEST TSRM STE/TOOLING 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 5.1.5.4.1		DACS SDACS MTA/ACA
5.1.5.4.1		SDACS MITA/ACA 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 5.5		SYS ENG, PROD ENG, OPS SUPT PROGRAM MANAGEMENT
5.5		PROGRAM MANAGEMENT
		CCDR WBS
		COBIN WIDE
1.0		SM-3 Missile
	1.1	SM-3 Missile Hardware
1.1.1	1.1	SM-3 Missile Hardware Hardware Engineering
1.1.1 1.1.2	1.1	SM-3 Missile Hardware Hardware Engineering First Stage
1.1.1 1.1.2 1.1.3	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage
1.1.1 1.1.2 1.1.3 1.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS)
1.1.1 1.1.2 1.1.3 1.1.3.1 1.1.3.2	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM)
1.1.1 1.1.2 1.1.3 1.1.3.1 1.1.3.2 1.1.3.3	1,1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly
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	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage
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	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section
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	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage
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	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l)
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	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite
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 1.1.4.1.1 1.1.4.1.3 1.1.4.1.3	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System
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 1.1.4.1.1 1.1.4.1.3 1.1.4.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only
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 1.1.4.1.1 1.1.4.1.3 1.1.4.1.3.1 1.1.4.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'I) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'I Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only
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 1.1.4.1.1 1.1.4.1.3 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.2 1.1.4.1.3.3 1.1.4.1.4.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only Harness & Housing (Mat'l Only)
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 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.2 1.1.4.1.3.3 1.1.4.1.4.1.3.3	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only Harness & Housing (Mat'l Only) Other Guidance Section Hardware
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 1.1.4.1.3 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only Harness & Housing (Mat'l Only) Other Guidance Section Hardware IMU (IB)
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 1.1.4.1.3 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only Harness & Housing (Mat'l Only) Other Guidance Section Hardware IMU (IB) Third Stage Rocket Motor (TSRM)
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 1.1.4.1.3 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1 1.1.4.1.3.1	1.1	SM-3 Missile Hardware Hardware Engineering First Stage Second Stage Steering Control Section (SCS) Dual Thrust Rocket Motor (DTRM) Staging Assembly Third Stage Guidance Section Block IV Plate 3A Communications Transceiver (Incl Labor & Mat'l) Guidance Section IA&T (All Assy & Test Labor for Av Suite and Guid Sec) Avionics Suite Other Av Suite HW (Mat'l Only) Global Positioning System Aided Inertial Navigation System (GAINS) - IOT Only Circuit Card Assemblies (CCAs) (Total Andover) IOT Only Harness & Housing (Mat'l Only) Other Guidance Section Hardware IMU (IB)

111001	Thrust Vester Astustian (TVA) System
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	Sensor
1.1.5.1.1.1.1.1.1	Telescope
1.1.5.1.1.1.1.2	IDA
1.1.5.1.1.1.1.2.1	Focal Plane Array (FPA)
1.1.5.1.1.1.1.2.2	Other IDA Hardware
1.1.5.1.1.1.1.2	Signal Processor (SP)
1.1.5.1.1.1.3	Other Seeker Hardware (Mat'l Only)
1.1.5.1.1.1.4	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

- SZ - VIZ - NESPONSKY VOLKY (1907) VIZI		Name and the state of the state
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)
1.1.5.2.1.1.2.1		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		Throttable 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
		- 플레스 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
1.1.5.7	4.0	Propulsion Technical Team and Transition to Production
4.0.4	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
1.4.1	Management (CM/DM)
1.4.2	System Design and Requirements
1.4.3	Design Coordination
1.4.4	Specialty Engineering
1.4.5	Functional Design
1.4.6	Simulation Tools
1.4.7	Logistical and Reliability
1.4.8	Responsible Engineering Authority Support
1.4.9	Production Control and Operations Support
1.4.10	JCR System Engineering
1.4.11	End to End Distributed Development System (ETEDDS)
1.4.12	Foreign Missile Sales (FMS)
1.4.13	Transition to Production Process Proofing
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	1.0	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 1.1.4	1.1.3.3 1.1.4	Staging Assembly 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 1.1.4.1.4.1		Avionics Suite Other Av Suite HW (Mat'l Only)		
1.1.4.1.4.2		Global Positioning System Aided Inertial Navigation Syste	em (GAINS/IM	U) - IOT Only
1.1.4.1.4.3		Circuit Card Assemblies (CCAs)		5.6 ST ST 5764
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 1.1.4.2	1.1.4.2	IMU (Guidance Section)		
1.1.4.2.1	1.1.4.2.1	Third Stage Rocket Motor (TSRM) 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 1.1.4.2.4	1.1.4.2.3	TSRM Integration & Test TSRM Special Test Equipment (STE)/Tooling		
1.1.4.2.4	1.1.4.2.4	TSRM Special Test Equipment (STE)/Tooling TSRM Engineering		
1.1.4.2.6	1.1.4.2.6	TSRM Program Management		
1.1.5	1.1.5	Fourth Stage		4
1.1.5.1	1.1.5.1	KW (Block IA)		
1.1.5.1.1	1.1.5.1.1	KW Kit		
1.1.5.1.1.1 1.1.5.1.1.1.1	1.1.5.1.2 1.1.5.1.5	Guidance Unit (GU) Seeker		
1.1.5.1.1.1.1	1.1.5.1.5.1	Sensor		
1.1.5.1.1.1.1.1		Telescope		
1.1.5.1.1.1.1.2	1.1.5.1.5.2	IDA RVS		
1.1.5.1.1.1.1.2.1		Focal Plane Array (FPA)		
1.1.5.1.1.1.1.2.2		Other IDA Hardware		00-00
1.1.5.1.1.1.2 1.1.5.1.1.1.3		Signal Processor (SP) Other Seeker Hardware (Mat'l Only)		D
1.1.5.1.1.1.1.4		Seeker I&T (Labor Only)		В
1.1.5.1.1.1.2	1.1.5.1.4	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 1.1.5.1.1.1.2.4		Power Converter Unit (PCU) CCA		
1.1.5.1.1.1.2.5		IMU (KW) Other Guidance Assy Hardware (Mat'l Only)		0
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	79016 6790 30106	Guidance Unit I&T (Labor Only)		
1.1.5.1.1.2 1.1.5.1.1.3	1.1.5.1.3	Ejector Other KW Kit Hardware (Mat'l Only)		
1.1.5.1.1.4		KW Kit I&T (Labor Only)		1/
1.1.5.1.2		Other KW Hardware (Mat'l Only)		K
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 1.1.5.1.4.1.1.1		MTA Valves	0	
1.1.5.1.4.1.1.2		Other MTA Hardware (Mat'l Only)	S	1
1.1.5.1.4.1.1.3		MTA I&T (Labor Only)	1000000	
1.1.5.1.4.1.2		ACA	\Box	
1.1.5.1.4.1.2.1		Valves		Λ
1.1.5.1.4.1.2.2 1.1.5.1.4.1.2.3		Other ACA Hardware (Mat'l Only) ACA (&T (Labor Only)	Λ	\neg
1.1.5.1.4.2	1.1.5.1.6.2	SDACS Other Hardware	DACS	
1.1.5.1.4.2.1		Gas Generator	\sim	
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 1.1.5.1.4.4	1.1.5.1.6.3 1.1.5.1.6.4	SDACS Integration & Test SDACS Special Test Equipment (STE)/Tooling	S	
1.1.5.1.4.5	1.1.5.1.6.5	SDACS Special rest Equipment (STE)/Tooling	.0	
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)		
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 1.1.5.2.1.1.2	1.1.5.2.5.1 1.1.5.2.5.2	Telescope 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)		74
1.1.5.2.1.1.4		Other Sensor Hardware (Mat'l Only)		R
1.1.5.2.1.1.5 1.1.5.2.1.2		Sensor Design, I&T (Labor Only) Avionics Assembly		
11.00000001000		1 Tributed Production		

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1.1.5.2.1.2.1	Reporting Level	Avionics Assembly Boeing	1	121
1.1.5.2.1.2.2	1.1.00.0.74	Encryptor CCA	- 1	
1.1.5.2.1.3		Advanced Signal Processor (ASP)	- 1	L
1.1.5.2.1.4		Other GU Hardware (Mat'l Only)		
1.1.5.2.1.5		Guidance Unit Design (&T (Labor Only)	- 1	\sim
1.1.5.2.1.6		Guidance Unit/TDACS electrical Support	- 1	U
1.1.5.2.2	1.1.5.2.2	Ejector	- 1	
1.1.5.2.2.1		Ejector Boeing	- 1	0
1.1.5.2.2.2		Ejector Direct Support	- 1	
1.1.5.2.3	1,1.5.2.3	Harnesses / Antenna	- 1	
1.1.5.2.3.1		Antenna	- 1	1/
1.1.5.2.3.2		Harnesses Other KW Hardware (Mat'l Only)	- 1	K
1.1.5.2.4		KW Design, I&T (Labor Only)	- 1	1.0
1.1.5.2.6	1.1.5.2.6	Throttable Divert Attitude Control System (TDACS)		
1.1.5.2.6.1	1,1,5,2,6,1	Divert Thrusters		
1.1.5.2.6.1.1	1,1002.001	Thrusters (Actuators?)		
1.1.5.2.6.1.2		Other Thruster Hardware (Mat'l Only)	10000	
1.1.5.2.6.1.3		Thruster I&T (Labor Only)	33,10	
1.1.5.2.6.2	1.1.5.2,6.2	ACS Thrusters	- 51	-
1.1.5.2.6.2.1	10000 Land Sel Francisco	Thrusters (Actuators?)		_
1.1.5.2.6.2.2		Other Thruster Hardware (Mat'l Only)	D A C	R
1,1.5.2.6.2.3	WARRIOT AND	Thruster I&T (Labor Only)		ט
1.1.5.2.6.3	1.1.5.2.6.3	Gas Generators	ΙΔΙ	
1.1.5.2.6.4	1.1.5.2.6.4	Other TDACS Hardware (Mat'l Only)	\sim	
1.1.5.2.6.5 1.1.5.2.6.6	1.1.5.2.6.5	Final Assembly		
1.1.5.2.6.7	1.1.5.2.6.6	TDACS Special Test Ferrimment (STEVTselling		
1.1.5.2.6.8	1.1.5.2.6.7 1.1.5.2.6.8	TDACS Special Test Equipment (STE)/Tooling		
1.1.5.2.6.9	1.1.5.2.6.9	TDACS Engineering Studies 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 (Blk IIA)		
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	4.0	Propulsion Technical Team		
1.2	1.2	Software		
1.2.1		Guidance, Navigation & Control		
1.2.3		Stage 2 Software 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 1.3.6		Missile ATE Design Verification Tests (DVTs)		
1.3.7		Flight Test Round Kits		
1.4	1.4	System Engineering, Production Engineering and Functional S	Support	
1.4.1	1,4.1	System Engineering, Production Engineering and Pulictional S System Engineering and Configuration Management & Data Management		
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) 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	10000	Other		
1.5	1.5	Program Management		
1.5.1		Technical PM		
1.5.2		Business Administration		
1.5.3	4.0	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

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.

- 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

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.

- 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 Throttlable 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.

- 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 teal 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 Throttlable 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.

- 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.

- 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.
- **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.

- **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.
- 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).

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. N000	024-07-C-6119			MODIFICATION NO. N00024-	07-NR-47474		
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS CODE	TAC	MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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

ONTRACT NO. N000	NTRACT NO. N00024-07-C-6119 MODIFICATION NO. N00024-07-NR-47474						
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS CODE	TAC	MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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

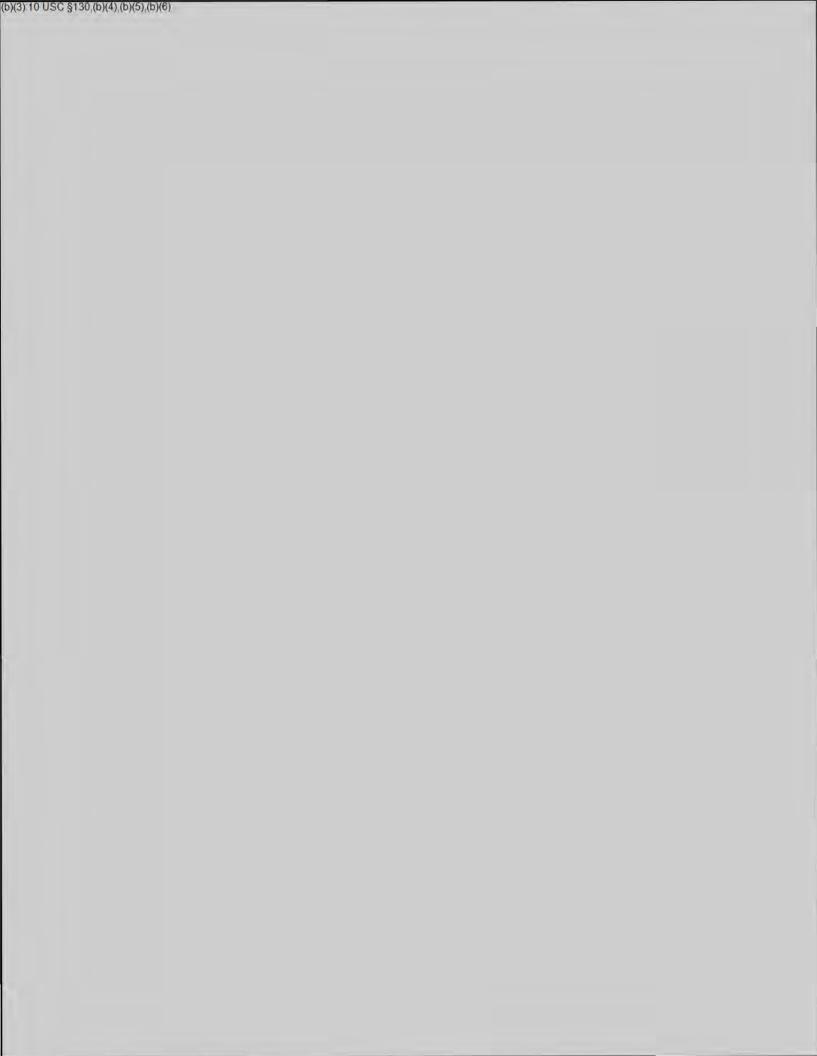
MAC = MONTHS AFTER CONTRACT AWARD MAOE = MONTHS AFTER OPTION EXERCISE

SHIPPING INSTRUCTION DATA

ATTACHMENT 16

CONTRACT NO. N00	024-07-C-6119	24-07-C-6119		MODIFICATION NO. N00024-	MODIFICATION NO. N00024-07-NR-47474			
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS CODE	TAC	MILSTRIP	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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

OMB No: 0700-0196

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 of perations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204 Arington, 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 wild OMB control number. PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.

1a, PROGRAM	1	Aegis BMD SM-3 Missile	2a. WEAPON SYS		X INITIAL SUBMISSI	4, DATE AS OF (I	MM/DD/YY) 5.	REPORT DATE (MM/DD/YY)
1b, MILESTON	Œ	A BX C: LRIP C: PROD	Wils	sile System	CHANGE	N I		
a. POC AND AD Aegis BMD Pro 17320 Dahlgre	CONTACT (POC) I DRESS (Include ZIF ogram Office (MDA n, Road	NFORMATION P Code)			D PROGRAM	8, PREPARING ORGAI	s BMD Program O	ffice, PD452
Dahlgren, VA 22448			(x CONTRACT	9. REVIEW AND REFE	RENCE NUMBER	
	10.	1t _e	12.	13.		14. REI	PORT FREQUENCY	
	MENT CODE	WBS	CONTRACTOR	CONTRACT	a. DD 1921	b. DD. 1921-1 (Part 1)	c. DD 1921-1 (Part 2	
	b. CONTRACT	REPORTING ELEMENTS SM-3 Missile	(DUNS Code)	NUMBER N00024-07-C-6119	REQUIRED	REQUIRED	REQUIRED	REQUIRED
7.9.2	122	Hardware	Raytheon	NUUU24-07-C-0119	X			
7.9.2.1/7.9.2.6	1.1	Hardware Engineering	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		x	x	x	
7.9.2.1/7.9.2.6	1.1.1	First Stage			x	x	x	
7.9.2.1/7.9.2.6	1.1.3	Second Stage			x		^	
7.9.2.1/7.9.2.6	1.1.3.1	Steering Control Section (SCS)			x	x	x	
7.9.2.1/7.9.2.6	1132	Dual Thrust Rocket Motor (DTRM)			x	x	x	
7.9.2.1/7.9.2.6	1.1.3.3	Staging Assembly			x	x	x	
7.9.2.1/7.9.2.6	1.1.4	Third Stage			x	**		
7.9.2.1/7.9.2.6	1.1.4.1	Guldance Section			x	x	x	
7.9.2.1/7.9.2.6	1.1.4.1.1	Plate 3A Communications Transceiver (Incl Labor & Mat'l)			x	x	×	
7.9.2.1/7.9.2.6	1.1.4.1.2	Guidance Section Design, IA&T			x	x	x	
7.9.2.1/7.9.2.6	1.1.4.1.3	CCA Design (RMS Labor)			X	X	x	
7.9.2.1/7.9.2.6	1.1.4.1.4	Avionics Suite			X	x	X	
7.9.2.1/7.9.2.6	11,414.1	Other Av Suite HW (Mat'l Only)			X	×	x	
7.9.2.1/7.9.2.6	1.1.4.1.4.2	Global Positioning System Aided Inertial Navigation System (GAINS/IMU) - IOT Only			X	x	X	
7.9.2.1/7.9.2.6	1.1.4.1.4.3	Circuit Card Assemblies (CCAs)			X	X	×	
7.9.2.1/7.9.2.6	1.1.4.1.5	Harness & Housing (Mat'l Only)			X	X	x	
7.9.2.1/7.9.2.6	1.1.4.1.6	Other Guidance Section Hardware (Material only)			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.1.7	IMU (Guidance Section)			X	x	X	
7.9.2.1/7.9.2.6	1.1.4.2	Third Stage Rocket Motor (TSRM)			X			
7.9.2.1/7.9.2.6	1.1.4.2.1	TSRM Altitude Control System (ACS)			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.2	TSRM Other Hardware			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.2.1	Thrust Vector Actuation (TVA) System			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.2.2	Other HW			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.2.3	TVA IA&T (If Necessary)			x	X	×	
7.9.2.1/7 9,2.6	1.1.4.2.3	TSRM Integration & Test			X	x	X	
7.9.2.1/7.9.2.6	1.1.4.2.4	TSRM Special Test Equipment (STE)/Tooling			×	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.5	TSRM Engineering			X	X	X	
7.9.2.1/7.9.2.6	1.1.4.2.6	TSRM Program Management			X	X	X	
7.9.2.1/7.9.2.6	1.1.5	Fourth Stage			X			
7.9.2.1/7.9.2.6	1 1.5.1	KW (Block IA)			X			
7.9.2.1/7.9.2.6	1.1.5.1.1	KW, Kit			X	x	X	
7.9.2.1/7.9.2.6	1.1,5,1,1,1	Guidance Unit (GU)			X	×	×	
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1	Seeker			X	X	X	
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.1	Sensor			X	X	X	
7.9.2.1/7.9.2.6	11.511.1111	Telescope			X	X	X	
7.9.2.1/7.9.2.6 7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.2.1	IDA RVS Focal Plane Array (FPA)			X X	X	x	
7.9.2.1/7.9.2.6		Other IDA Hardware			l â	x	x	
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.2	Signal Processor (SP)			X	x	x	

10:	11;	12.	13.	Total	14. RE	PORT FREQUENCY	
WBS ELEMENT CODE	WBS	CONTRACTOR	CONTRACT	a. DD 1921	b. DD 1921-1 (Part 1)		d. DD 2630
a PROGRAM b. CONTRACT	REPORTING ELEMENTS	(DUNS Code)	NUMBER	REQUIRED	REQUIRED	REQUIRED	REQUIRED
7.9.2.1/7.9.2.6 1.1.5.1.1.1.3		6		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.1.4		33		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.1.2		<u>~</u>		X	1 2 1		
7.9.2.1/7.9.2.6 1.1.5.1.1.2.1		(b)(3):10 USC		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.1.2.2		S		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.2.3		9		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.1.2.4		§130 (b)/5		X	X	X	
7,9.2.1/7,9.2.6 1.1.5.1.1.1.2.5		30		X	X	X	
7.9.2.1/7.9.2.6 1.1.5.1.1.1.2.6		6		X	X	X	
7.9.2.1/7.9.2.6 1.1,5.1,1.1.3		16		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	
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	
7.9.2.1/7.9.2.6 1.1.5.1.4				×	40	90	
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 7.9.2.1/7.9.2.6 1.1.5.1.4.1.2.2				X	X X	x	
7.9.2.1/7.9.2.6 1.1.5.1.4.1.2.2				ı â	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				ı 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	×	
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 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 7.9.2.1/7.9.2.6 1.1.5.2.1.2.2				ı x	x	x	
7.9.2.1/7.9.2.6 1.1.5.2.1.3				x x	x	x	
7,9.2.1/7,9.2.6 1.1.5.2.1.4				x 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	
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					

10. 11. 12. 13. 14. REPORT FREQUENCY
WBS ELEMENT CODE WBS CONTRACT CONTRACT 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
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10. WBS ELEMENT CODE B PROGRAM b. CONTRACT USC §130,(b)(5)	12. CONTRACTOR	13. CONTRACT NUMBER	a. DD 1921 REQUIRED	b. DD 1921-1 (Part 1)	c. DD 1921-1 (Part 2) REQUIRED	d. DD 2630 REQUIRED
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002 1921, 1921-1, 2630 Subsequent Reports Yearly ~ 30 April Yearly

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) and (b)(4) and (b)(4) and (b)(4) and (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 CDRIS

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 know 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.

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 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) FCR are available from 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 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

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 1921-1 (Part 1) and 1921-1 (Part 1) and 1921-1 (Part 1) 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 subcontractors having software, development efforts valued at (D(4) Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 1921, 1921-1 (Part 1), 1921-1 (Part 1) and 2630. If a subcontractor and the prime cannot agree to report brough 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 by 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 resubmittai. 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:

- a) All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- b) Each FYs 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.
- c) The specific characteristic of weight will be reported under ACS Hardware and MTA & ACA Hardware
- d) Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- e) FMS missile procurements shall be reported separately from US requirements
- f). Missile Deployment Rounds will be reported utilizing both lot and unit average methodology.

COST AND SOFTWARE DATA REPORTING PLAN Form Approved 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. 2a, WEAPON SYSTEM TYPE 1a. PROGRAM 3, SUBMISSION TYPE 4. DATE AS OF (MM/DD/YY) 5. REPORT DATE (MM/DD/YY) Aegis BMD SM-3 Missile X INITIAL SUBMISSION Missile System A BX C: LRIP C: PROD CHANGE 1b. MILESTONE 6. POINT OF CONTACT (POC) INFORMATION. 8. PREPARING ORGANIZATION 65 TELEPHONE NUMBER (b)(6)PROGRAM a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) C FAX NUMBER Aegis BMD Program Office, PD452 17320 Dahlgren Road (b)(6)Dahlgren, VA X CONTRACT 9. REVIEW AND REFERENCE NUMBER 22448 F-MAIL ADDRESS (b)(6)14. REPORT FREQUENCY a. DD 1921 WBS CONTRACTOR CONTRACT b. DD 1921-1 (Part 1) c. DD 1921-1 (Part 2) d. DD 2630 WBS ELEMENT CODE a. PROGRAM | b. CONTRACT REPORTING FLEMENTS (DUNS Code) NUMBER REQUIRED REQUIRED REQUIRED REQUIRED (b)(3):10 USC §130 (b)(5) N00024-07-C-6119 7.9.2 (b)(4)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 7.9.2.1/7.9.2.6 1.1.4.2.2 X X X X X X 7.9.2.1/7.9.2.6 1.1.4.2.2.1 X 7,9.2.1/7,9.2.6 1.1.4.2.2.2 X X 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 7.9.2.1/7.9.2.6 1.1.4.2.5 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 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 7.9.2.1/7.9.2.6 1.1.5.1.4.1.1.1 X X X X X 7.9.2.1/7.9.2.6 1.1.5.1,4.1.1.2 X 7.9.2.1/7.9.2.6 1.1.5.1.4.1.1.3 X X 7.9.2.1/7.9.2.6 1.1.5.1.4.1.2 X X X X X 7.9.2.1/7.9.2.6 1.1.5.1.4.1.2.1 7.9.2.1/7.9.2.6 1.1.5.1.4.1.2.2 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 7.9.2.1/7.9.2.6 1.1.5.1.4.2.1 X X X X 7.9.2.1/7.9.2.6 1.1.5.1.4.2.2 X X 7.9.2.1/7.9.2.6 1.1.5.1.4.2.3 X X 7.9.2.1/7.9.2.6 1.1.5.1.4.3 X X X

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PROGRAM OFFICE RESPONSIBILITIES

1. Mandatory Policy Guidance:

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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. Unless waived by the CAIG Chairman. CCDR reporting is required on all major contracts and subcontracts, regardless of contract type valued at more that (b)(4)

FY 2002 constant dollars). CCDR reporting may also be required on interest contracts priced between (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.

A 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 unclassifield, 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 know 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 STANDARO 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.

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.

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In order to improve the efficiency of transmitting, storing; managing, administering and ultimately applying CCDR data to cost analysis problems, The Missille 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 (6)(6)(6). 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 II) 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 and 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 Land 1921-1 (Part Land 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 subcontractor 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 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 onine and subcontractors will have identical reporting requirements (report type, frequency and method of transmissino). The subcontract WBS will be different bu 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 (black 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting

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, here 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.
- b) Each FYs 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.
- c) The specific characteristic of weight will be reported under ACS Hardware and MTA & ACA Hardware d) Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- e) FMS missile procurements shall be reported separately from US requirements.
- f) Missile Deployment Rounds will be reported utilizing both lot and unit average methodology

COST AND SOFTWARE DATA REPORTING PLAN Farm Approvad GMB 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 notivithstanding 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. 3, SUBMISSION TYPE X INITIAL SUBMISSION CHANGE 1a. PROGRAM 2a. WEAPON SYSTEM TYPE 4. DATE AS OF (MM/DD/YY) 5. REPORT DATE (MM/DD/YY) Aegis BMD SM-3 Missile Missile System A BX C: LRIP C: PROD 1b. MILESTONE

5. POINT OF CONTACT (POC) INFO b. POC AND ADDRESS (Include ZIP Co Aegis BMD Program Office (MDA/AB 17320 Dahlgren Road Dahlgren, VA 22448		(Code)	6b. TELEPHONE (b)(6) 6c. FAX NUMBER (b)(6) 6d. E-MAIL ADDR (b)(6)			es PROGRAM CONTRACT	8. PREPARING ORGANIZATION Aegis BMD Program Office, PD452 9. REVIEW AND REFERENCE NUMBER		e, PD452		
	10.	11.	12.	13.	1	14, REPORT FREQUENCY					
	MENT CODE	WBS	CONTRACTOR (DUNS Code)	CONTRACT				c. DD 1921-1 (Part 2)	d, DD 2630		
7.9.2	6. CONTRACT		(b)(4)	N00024-07-C-6119	2	REQUIRED	REQUIRED	REQUIRED	REQUIRED		
7.9.2.1/7.9.2.6	1.1.5.1	(b)(3):10 USC §130,(b)(5)	(e.1); .i.	1400024-07-0-0118	9	x					
7.9.2.1/7.9.2.6	1.1.5.1.1					x	x	×			
7.9.2.1/7.9.2.6	1.1.5.1.1.1					×	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	1				X	X	X			
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.1.1.1					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	1.1.5.1.1.1.1.1.2.1					X	X	x			
7.9.2.1/7.9.2.6	1.1,5.1.1.1.1.2.2					×	X	X			
7.9.2.1/7.9.2.6	1.1.5.1.1.1.1.2					X	X	x			
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7.9.2.1/7.9.2.6	1.1.5.1.1.1.4					X	X	X			
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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	1				X	X	X			
7.9.2.1/7.9.2.6	1.1.5.1.1.1.3	1				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	i				x	x	x			
7.9.2.1/7.9.2.6	1.1,5.1.1.3	i i				x	x	x			
7.9.2.1/7.9.2.6	1.1.5.1.1.4	1				x	x	x			
7.9.2.1/7.9.2.6	1.1.5.1.1.4					x	x	x			
	1.1.5.1.2					x	x	x			
7.9.2.1/7.9.2.6						X	^	^			
7.9.2.1/7.9.2.6	1.1.5.2										
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			
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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			
.9.2.1/7.9.2.6	1.1.5.2.1.3					X	x	X			

10,	110	12.	13,	14. REPORT FREQUENCY					
WBS ELEMENT CODE	WBS	CONTRACTOR	13, CONTRACT	a. DD 1921	b. DD 1921-1 (Part 1	c. DD 1921-1 (Part 2)	d. DD 2630		
a PROGRAM b CONTRACT		(DUNS Code)	NUMBER	REQUIRED	REQUIRED	REQUIRED	REQUIRED		
1.1.5.2.1.4	(b)(3):10 USC §130,(b)(5)			X	X	X			
1.1.5.2.1.5	(e)(e), i.e. o o o o o o o o o o o o o o o o o o			X	X	X X			
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1.1.5.2.2.2				X X	×	x			
1.1.5.2.3	-			X X	Ŷ	x			
	-			0	^	0			
1.1.5.2.3.1	-			X	x	×			
1,1.5,2,3,2				X	X	X			
1.1.5.2.4				x	X	x			
1.1.5.2.5				X	X	X			
1.4				X					
1.4.1				X					
1.4.2				X					
1.4.3				X					
1.4.4				×					
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15a. SUBMISSION	15B. FORM	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	

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. 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) CCDR reporting may also be 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 know 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 Land 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.

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 1921-1 (Part I) FCHR and DD Form 1921-1 (Part II) FCHR and DD Form 1921-1 (Part II) FCHR and II) Form defense contractors to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email of (b) (6) or posted to

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 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 SROR 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 cost effective and practical 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 II) 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 subcontractors having software development efforts valued a (D)(4) Subcontractor data will be aggregated into the report structure of this plan and the report structure of DD Forms 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 may overnment 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 by 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 memorto 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:

- a) All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- b) Each FYs 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.
- c) The specific characteristic of weight will be reported under ACS Hardware and MTA & ACA Hardware
- d) Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- e) FMS missile procurements shall be reported separately from US requirements.
- f) Missile Deployment Rounds will be reported utilizing both lot and unit average methodology

COST AND SOFTWARE DATA REPORTING PLAN Form Approved OMB No. 0704-0180 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 2a, WEAPON SYSTEM TYPE 3. SUBMISSION TYPE 4. DATE AS OF (MM/DD/YY) 5. REPORT DATE (MM/DD/YY) Aegis BMD SM-3 Missile X INITIAL SUBMISSION Missile System BX C: LRIP CHANGE A C: PROD 1b. MILESTONE 6. POINT OF CONTACT (POC) INFORMATION 8. PREPARING ORGANIZATION 66. TELEPHONE NUMBER PROGRAM a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office, PD452 Aegis BMD Program Office (MDA/AB) C FAX NUMBER 17320 Dahlgren Road Dahlgren, VA x CONTRACT 9. REVIEW AND REFERENCE NUMBER 22448 6d. E-MAIL ADDRESS: (b)(6)14. REPORT FREQUENCY CONTRACT a. DD 1921 b. DD 1921-1 (Part 1) c. DD 1921-1 (Part 2) WBS CONTRACTOR d. DD 2630 WBS ELEMENT CODE a. PROGRAM | b. CONTRACT REPORTING ELEMENTS (DUNS Code) NUMBER REQUIRED REQUIRED REQUIRED REQUIRED N00024-07-C-6119 7.9.2 (b)(3):10 USC §130,(b)(5) (b)(4)X 7.9.2.1/7.9.2.6 1.1 X 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 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 X 7.9.2.1/7.9.2.6 1.1.2 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 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 7.9.2.1/7.9.2.6 1.2.1.1 X 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 7.9.2.1/7.9.2.6 1.2.1.1.3 X X 7.9.2.1/7.9.2.6 1.2.1.2 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 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 7.9.2.1/7.9.2.6 1.2.7 X

DD FORM 2794, Oct 2003 PREVIOUS EDITION IS OBSOLETE

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 Jun	

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 weived 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)

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 SRDR reports rests with the MDA.

5. Technical Characteristics:

The Program Manager in coordination with the CWIPT, is responsible for identifying the proposed characteristics. Airtrame 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 know 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.

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 1921-1(Part I) FCHR and DD Form 1921-1 (Part II) FCR are available from the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (In) (G) or posted to the DCARC will be accomplished through the internet as an encrypted e-mail attachment to a digitally signed email to (In) (G)

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 Report System for DD Forms 1921, 1921-1(Part II) 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

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 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 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 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 initial and final SRDR submittal for a "major build".

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 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 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 subcontractor data will be aggregated into the report structure of DD Forms 1921, 1921-1 (Part II), 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

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 tilled "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:

- a) All future ECPs and major development efforts will collect cost separately for 1921-1 reporting.
- b) Each FYs 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.
- c) The specific characteristic of weight will be reported under ACS Hardware and MTA & ACA Hardware
- d) Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- e) FMS missile procurements shall be reported separately from US requirements.
- f) 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 notwill standing any other provisions of law, no person shall be subject to any penalty for falling 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. 3. SUBMISSION TYPE 1a. PROGRAM 2a. WEAPON SYSTEM TYPE 4. DATE AS OF (MM/DD/YY) 5. REPORT DATE (MM/DD/YY) Aegis BMD SM-3 Missile X INITIAL SUBMISSION Missile System CHANGE BX C: LRIP C: PROD 1b. MILESTONE 8. PREPARING ORGANIZATION 6. POINT OF CONTACT (POC) INFORMATION 6b. TELEPHONE NUMBER PROGRAM a. POC AND ADDRESS (Include ZIP Code) Aegis BMD Program Office (MDA/AB) Aegis BMD Program Office, PD452 C. FAX NUMBER 17320 Dahlgren Road (b)(6)Dahlgren, VA 9, REVIEW AND REFERENCE NUMBER X CONTRACT 6d. E-MAIL ADDRESS: 22448 (b)(6) 14. REPORT FREQUENCY WBS CONTRACTOR CONTRACT WBS ELEMENT CODE c. DD 1921-1 (Part 2) d. DD 2630 b. DD 1921-1 (Part 1 a PROGRAM | b CONTRACT REPORTING ELEMENTS (DUNS Code) NUMBER REQUIRED REQUIRED REQUIRED REQUIRED (b)(3):10 USC §130.(b)(5) 7.9.2 N00024-07-C-6119 X (b)(4)X 7.9.2.1/7.9.2.6 1.1 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 7.9.2.1/7.9.2.6 1.2.1.1 X X 7.9.2.1/7.9.2.6 1.2.1.2 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 7.9.2.1/7.9.2.6 1.2.2.1 X X X X X X 7.9.2.1/7.9.2.6 1.2.2.2 X X 7.9.2.1/7.9.2.6 1.2.2.3 7.9.2.1/7.9.2.6 1.2.3 X X X 79.2.1/79.2.6 1.2.4 X X X X 7.9.2.1/7.9.2.6 1.2.5 X 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 7.9.2.1/7.9.2.6 1.2.8 X X X X X X 7.9.2.1/7.9.2.6 1.2.9 X 7.9.2.1/7.9.2.6 1.2.10 X

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and the second second		DR SUBMISSION		
15a. SUBMISSION	15B. FORM	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 Jun

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 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 unclassifield 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 know 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.

Quantity Overview under Raytheon contract (N00024-07-C-6119):
 CL(N 0001 will consist of 27 SM-3 Block IA Missiles
 CL(N 0005 will consist of 9 SM-3 Block IA Missiles

See 10 Notes (b) for details regarding future missile buys.

DD FORM 2794, OCT 2003

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1. Electronic Reporting:

In order to improve the efficiency of transmitting, storing; managing, administering and ultimately applying CCDR data to cost analysis problems, The Missille 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 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 II) 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 and 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 II), 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 onine and subcontractors will have identical reporting requirements (report type, frequency and method of transmissino). The subcontract WBS will be different bu 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:

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 (black 13), where appropriate, enter the total number of units or sets being procured under contract for each reporting

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 here 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:

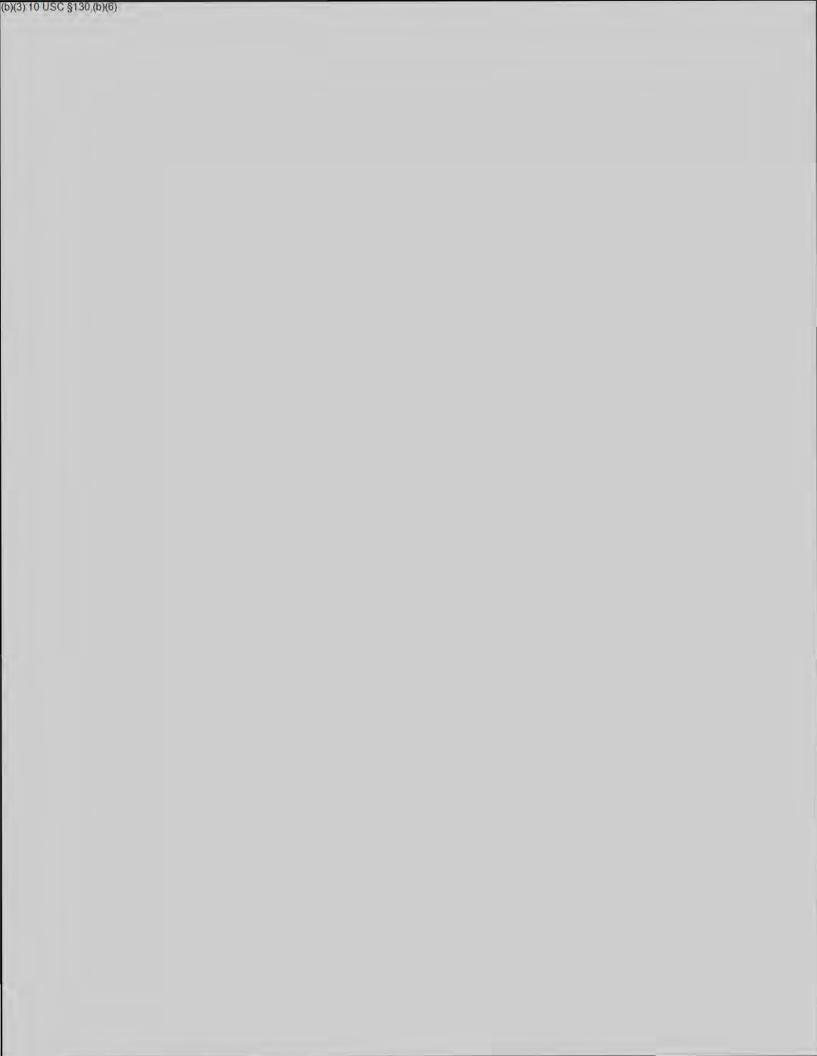
The Program Office will conduct a validation of the CCDRs and notify MDA of either report acceptance or rejection within 15 days of receipt. If report is rejected, it will be returned to the contractor for resubmittal. If accepted by the Program Office, MDA will then do the final report validation and 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.
- b) Each FYs 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.
- c) The specific characteristic of weight will be reported under ACS Hardware and MTA & ACA Hardware
- d) Program WBS element codes represent mapping to the Raytheon N00024-07-C-6119 contract WBS.
- e) FMS missile procurements shall be reported separately from US requirements.
- f) Missile Deployment Rounds will be reported utilizing both lot and unit average methodology

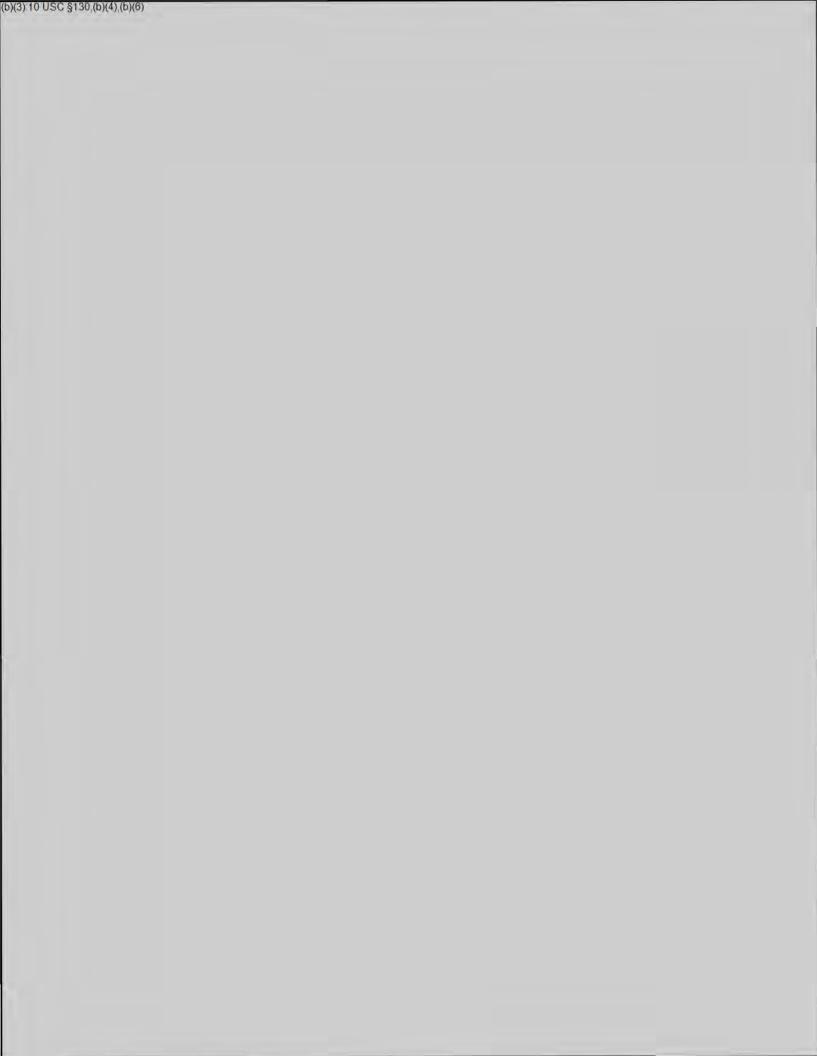
DD FORM 2794, OCT 2003 PREVIOUS EDITION IS OBSOLETE

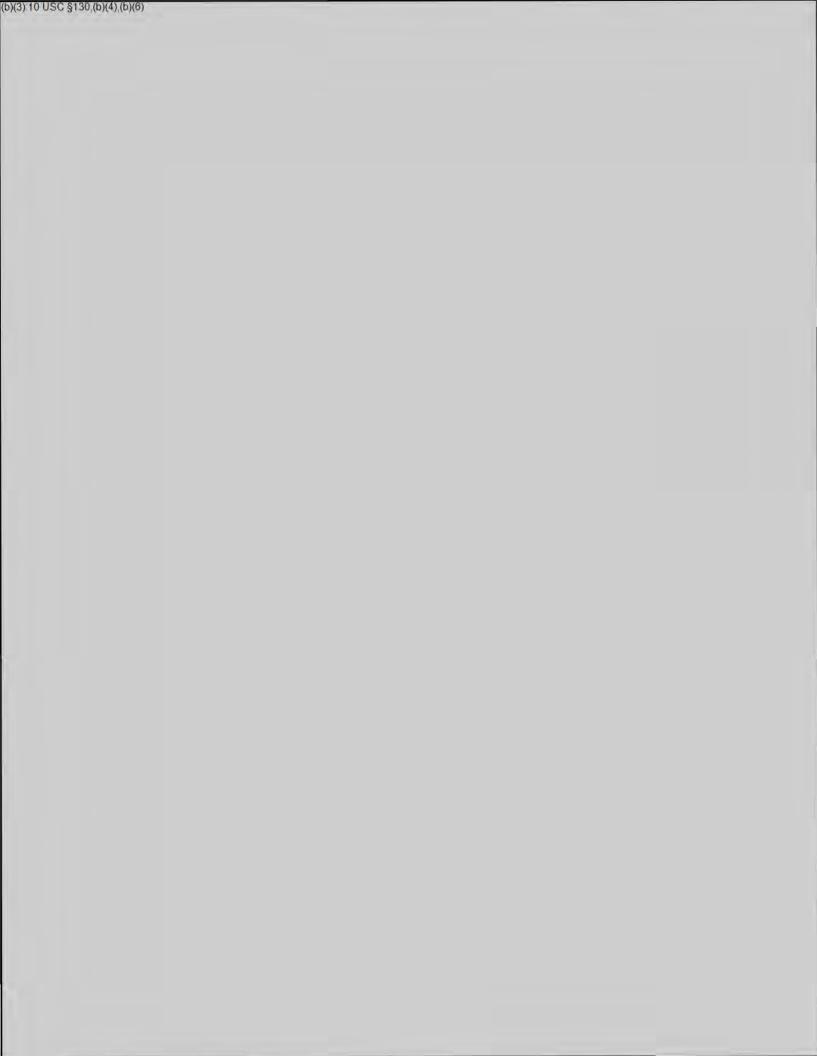
ATTACHMENT 19 FMS SM-3 BLK IA CONFIGURATION

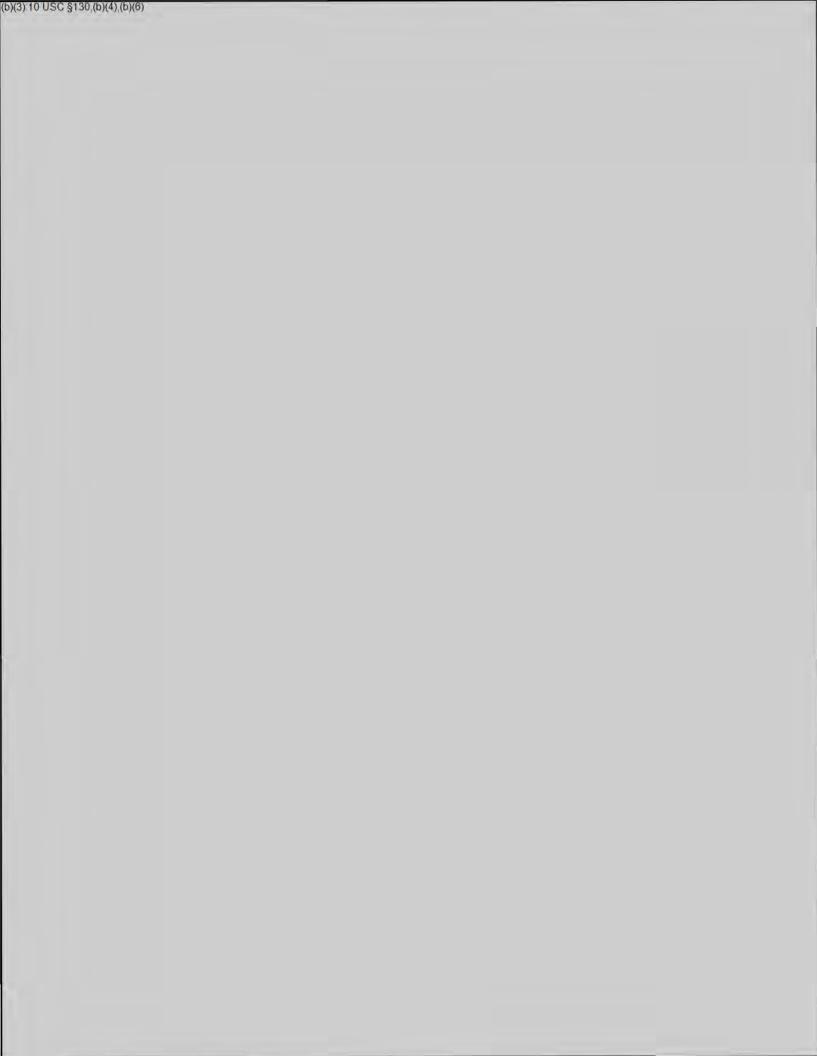


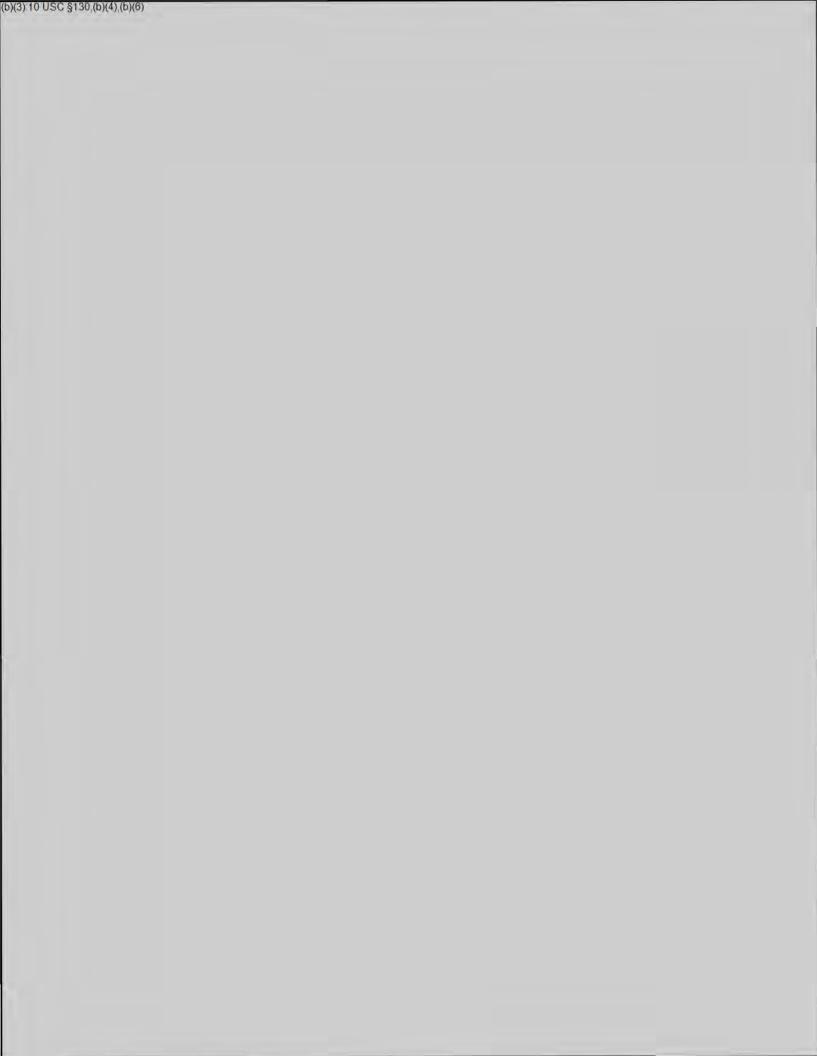
ATTACHMENT #21

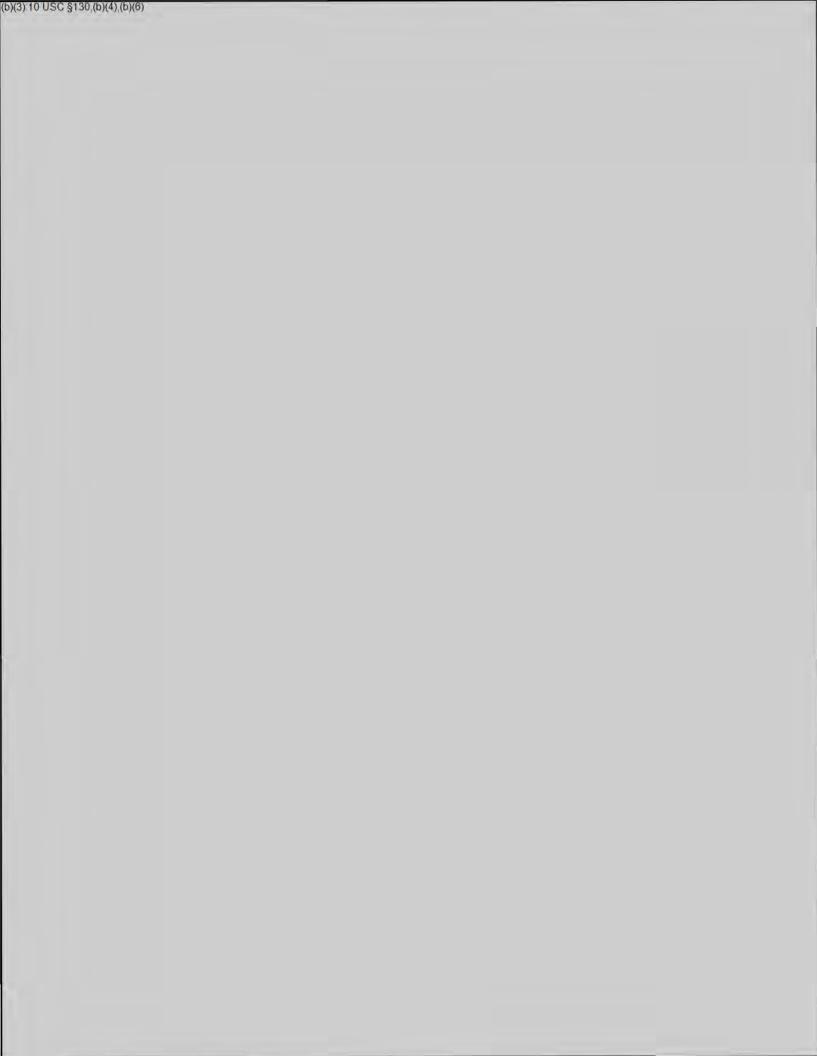
Software/Technical Data to be Furnished to the Government With Limited or Restricted Data Rights In Accordance with DFARS 252.227-7013











AMENDMENT OF SOLICIT	TATION/MODIF	TICATION OF CONTRACT	,	V V	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	TNO.(Itapplicable)		
P00006	20-Feb-2008						
NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE DCI P.O M/S		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, Statesty)		State and Zip Code)		9A. AMENDMENT OF S			
1151 EAST HERMANS ROAD P.O. BOX 11337 TUGSON AZ 85734-1337			x	9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
			_	N00024-07-C-6119 10B, DATED (SEE ITEM 13)			
CODE 15090	FACILITY COI	DE PPLIES TO AMENDMENTS OF SOLI	X	1.5 may coor			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the second of the	a reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to cha be solicitation and this amend	PRIOR TO THE HOUR AND DATE SPECIFIE inge an offer already, submitted, such change may	ACK D M. be m	NOWLEDGMENTTO BE AY RESULTIN ade by telegrantor letter.	7		
	DIFIEST HE CONTRA	O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT uthority) THE CHANGES SET FORTH	EM	.14.	ГНЕ		
CONTRACT ORDER NO. IN ITEM 10A							
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI C. THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			in paying		
D. OT HER (Specify type of modification ar	nd authority)						
E. IMPORTANT: Contractor X is not.	is required to sig	n this document and return	cc	pies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) The PR number associated with this modific Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type	083907 ation is (b)(4)	9A or 10A, as heretofore changed, remains uncha	ungec	d and in full force and effect. RACTING OFFICER (Typ			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	(b)(6) CONTRACTING D 16B, UNITED STATES OF AME		EMAIL: (b)(6)	6C. DATE SIGNED		
SOUTHERST ON OH DROW	ISC. DITTE STOCKE	(b)(6)					
(Signature of person authorized to sign)		(Signature of Contracting O	ffice		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 Defen	ise Agency
Missile Defen POC: ^{(b)(6)}	
17211 Avenue	
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)	- 16
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/MODIF		FICATION OF CONTRACT	CATION OF CONTRACT			PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		*	5. PROJECT	NO.(Happlicable)
P00007	29-Feb-2008					
6. ISSUED.BY CODE MISSILE DEFENSE AGENCY, (MDA) 17211. AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED.BY. (If other than item 6) CODE S0305A DOMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337			5A	
NAME AND ADDRESS OF CONTRACT OF RAYTHEON MISSILE SYSTEMS COMPANY 1151.E. HERMANS RD. TUGSON AZ 85706-9367	R (No., Street, County,	State and Zip Code)		9B. DATED (S	EE ITEM I	27
		4	X	10B. DATED.		T/ORDER NO.
CODE 15090	FACILITY CO		X	1		
1	1. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	ICIT	ATIONS		
or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the ACCOUNTING AND APPROPRIATION	THE RECEIPT OF OFFERS amendment, you, desire, to, ch be solicitation, and this amen	PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already, submitted, such change may	D.M.	AY.RESULTIN. ade by.telegramor.le		
See Schedule	- 14 - 14 - 14 - 14 - 14 - 14 - 14 - 14					
		TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10/2 B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI	ORDER IS MODIFIED	O TO REFLECT THE ADMINISTRATI	VE.	CHANGES (such		
C. THIS SUPPLEMENT AL AGREEMENT D. OTHER (Specify type of modification ar	IS ENTERED INTO P					
FAR 52.232-22 Limitation of Funds	is required to si	gn this document and return	co	pies to the issuin	og office	
IMPORTANT: Contractor X is not,4. DESCRIPTION OF AMENDMENT/MODI						
where feasible.) Modification Control Number: See Attached Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type	81144	19A or 10A, as heretolore changed, remains unch	angec	1 and in full force and	d effect.	or print)
	Topa management	(b)(6) CONTRACTING OFFICER TEL: (b)(6)		EMAIL; (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	BY (0)(6)				C. DATE SIGNED 29-Feb-2008
(Signature of person authorized to sign)		(Signature of Contracting O	ffice			anniver an
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Pre	ANDARD F escribed by C R (48 CFR)	

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 PRICE UNIT AMOUNT 000107 ACRN AJ 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 AJ

SUBCLIN 000302 is added as follows:

EM NO 1302	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1302	ACRN AK				
	CPIF				
	FOB: Destination				
				TARGET COST	(b)(4)
				TARGET FEE	
			TOTAL		-
			TOTAL	TGT COST + FEE MINIMUM FEE	
				MAXIMUM FEE	
				O ABOVE TARGET	
	ACRN AK		HARE RATIO	O BELOW TARGET	
	CIN: 000000000000000000	000000000000000			
from	As a result of this modificate to (b)(4) CLIN 000107:		ed amount for	this document was increased by	(b)(4)
	ng on SUBCLIN 000107 is	s initiated as follo	ws:		
1	ACRN: AJ				
. (CIN: 000000000000000000000000000000000000	0000000000000			
. 1	Accing Data: 9780400.2520	8 BM WAEG 40)603892C00 2	55Y S12135 MD8B209C0C3232	2.820407
. 1	ncrease: (b)(4)				
7	Fotal: (b)(4)				
	CLIN 000302; ng on SUBCLIN 000302 is	s initiated as follo	ws:		
	ACRN: AK				

Acctng Dat	ta: 9780400,2520 8 B	M WAEG 406038	92C00 255Y S1213	5 MD8B209C0C3233	820412
Increase: (b)(4)				
Total: (b)(4)				

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The	following	have	been	modified:
	5252 232	-9104	0	

2. In	aplement the following in the Allotment o	f Funds claus	se and SubCLIN	000102 is restated to	o correct the total
CPIF	aplement the following in the Allotment of amount which was inadvertently stated as	s (b)(4)	versus(b)(4)	The second second	

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)	ALLOTED TO COST	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)		Land State of the		29 FEBRUARY 2008
000102	7.7				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 SOLIC	CITATION/MODI	FICATION OF CONTRACT		L. CONTRACT	ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	(NO.(Ifapplicable)
P00008	13-Mar-2008	SEE SCHEDULE				
6. ISSUED.BY COD MISSILE DEFENSE AGENCY.(MDA) 17211. AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY(Ifother.than.item6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		со	DE S030	05A
8. NAME AND ADDRESS OF CONTRACT RAYTHEON MISSILE SYSTEMS COMPANY 1151.E, HERMANS.RD. TUGSON AZ 85706-9367	OR (No., Street, County,	State and Zip Code)	×	9B. DATED (S	EE ITEM I CONTRAC	CT/ORDER NO.
CODE 15090	FACILITY CO	DE	X	14-May-2007		
	11. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which inclus RECEIVED AT THE PLACE DESIGNATED F REJECTION OF YOUR OFFER. If by virtue of provided each telegram or letter makes reference	copies of the amendments a reference to the solicitation OR THE RECEIPT OF OFFER; this amendment you desire to clean the solicitation and this amendment.	scified in the solicitation of as amended by one of tent; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIES range an offer already, submitted, such change may definent, and is received prior to the opening hour and the comment of the opening hour and the comment.	ACK D.M.	n each copy of the of NOWLEDGMENT AY RESULTIN. ade by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATIO See Schedule	N DATA (If required)					
		TO MODIFICATIONS OF CONTRACT				
The second was been a been about the	URSUANT TO: (Specify,	authority) THE CHANGES SET FORTH	700-	TOTAL COLLABORATION OF THE PARTY OF THE PART	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRA office, appropriation date, etc.) SET I C. THIS SUPPLEMENTAL AGREEMEN	FORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA			as changes i	n paying
D. OTHER (Specify type of modification Unilateral FAR 52.232-22 Limitation of F						
E. IMPORTANT: Contractor X is no	t, is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MC where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to (1) (SubCLIN 000108) (b)(4) or CLIN (SubCLIN 000110) and (b)(4) clause pursuant to FAR 52.232-22 "Limit	981236 provide incremental fund 10001 under new ACRN N 0001 under new ACRN	ing in the amount of (b)(4) for CLIN AM (SubCLIN 000109), (b)(4) for CLIN AP (SubCLIN 000111); (2) and update:	100 IN 0	01 under new A	CRN AL ACRN AN	s
Except as provided herein, all other terms	s and conditions of the co	ontract remain unchanged and in full for	се а	and effect.		
Except as provided herein, all terms and conditions of			-			
15A. NAME AND TITLE OF SIGNER (Ty	pe or print)	16A NAME AND TITLE OF CC (b)(6) TEL: (b)(6)	ONT	RACTING OFFI EMAIL: (b)(6)	CER (Type	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNI		RIC			C. DATE SIGNED
(Signature of person authorized to sign		(Signature of Contracting Of	fice	r)		13-Mar-2008
EXCEPTION TO SF 30	4	30-105-04			ANDARD F	ORM 30 (Rev. 10-8

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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

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



ACRN AM

CIN: AB9SCD834830001

SUBCLIN 000110 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY

UNIT

UNIT PRICE

AMOUNT

(b)(4)

Incremental Funding

CPIF

000110

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:

000111

ITEM NO SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

(b)(4)

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

Accounting and Appropriation Summary for the Payment Office result of this modification, the total funded amount for this document was increased by 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: Total: (b)(4) SUBCLIN 000110: Funding on SUBCLIN 000110 is initiated as follows: ACRN: AN CIN: AB9SCD834930001 Acetng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109D0C3493 820719 Increase: (b)(4) Total: (b)(4) SUBCLIN 000111:

SECTION G - CONTRACT ADMINISTRATION DATA

Funding on SUBCLIN 000111 is initiated as follows:

ACRN: AP

CIN:	AR	20	CD	231	060	MAN I
CHI.	ΔD			027	200	LOO.

Acctng Data: 9780400.2520.8 BM	WAEG 40603892C00 255Y	S12135 MD8E209A0C3496 820412

Increa	se: (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:

	ALLOTED	TARGET	TOTAL	INCENTIVE	ESTIMATED
ITEM(S)	TO COST	FEE	ALLOTED TO CPIF	FEE AWARDED	PERIOD OF PERFORMANCE
000101	(b)(4)		7.77		29 FEBRUARY 2008
000102					29 FEBRUARY 2008
000103				100	29 FEBRUARY 2008
000104					29 FEBRUARY 2008
000105				ľ	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 FEBRUAY 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.

N00024-07-C-6119 P00008 Page 6 of 6

AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT	r	L. CONTRACT	LID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		-	5. PROJECT	NO.(Ifapplicable)
P00009	09-Apr-2008	SEE SCHEDULE				
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	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	HEON TUCSON 17 BLDG 801			
NAME AND ADDRESS OF CONTRACT OF RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	(No., Street, County,	State and Zip Code)		9A. AMENDM 9B. DATED (S		DLICITATION NO.
			X	10A, MOD, OI N00024-07-C- 10B, DATED		T/ORDER NO.
CODE 15090	FACILITY CO	DE	X	14-May-2007		***
1	1. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to t 12. ACCOUNT ING AND APPROPRIATION	THE RECEIPT OF OFFERS amendment you desire to ch he solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFII ange an offer already submitted, such change may	D M.	AY RESULTIN ade by telegramor le		
See Schedule						
		TO MODIFICATIONS OF CONTRAC				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10/ B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI	SUANT TO: (Specify.) A. ORDER IS MODIFIED	O TO REFLECT THE ADMINISTRAT	I IN	ITEM 14 ARE I		
C. THIS SUPPLEMENT AL AGREEMENT D. OTHER (Specify type of modification ar Unilateral FAR 52.217-9 Option and FAR 5	nd authority)					
E. IMPORTANT: Contractor X is not,		gn this document and return	·co	pies to the issuir	ng office.	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) The purpose of this modification to Contract AQ for SubCLIN 000901, provide increment Funds on P00008 for SubCLIN 000109. Acc	81454 N00024-07-C-6119 is al funding in the amou	to exercise Option CLIN 0009, establis nt of (b)(4) and correct a typogr	h Su	bCLIN 000901,	establish A(
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type 15B. CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF C (b)(6) CONTRACTING OFFICER TEL (b)(4) 16B. UNITED STATES OF AMI (b)(4)	ONT	RACTING OFF	ICER (Type	C. DATE SIGNED
(Signature of person authorized to sign)	T*	(Signature of Contracting C	ппсе	r)	5	14-Apr-2008
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	4	30-105-04		ST Pre	ANDARD F escribed by C R (48 CFR)	

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

Funding for CLIN 0009

CPIF

000901

MIPR N0002408MP50661

FOB: Destination

PURCHASE REQUEST NUMBER: MIPRN0002408MP50661

TARGET COST
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

Origin

INSPECT BY Government ACCEPT AT Origin ACCEPT BY Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0009:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

HQ0276

MISSILE DEFENSE AGENCY (MDA)

MDA/AB

		DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	
The following Delivery Schedule it	em 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 DAHL GREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276
SECTION G - CONTRACT ADM	INISTRATION DA	ATA	
Accounting and Appropriation			
Summary for the Payment Office			
As a result of this modification from (b)(6) to (b)(6)	n, the total funded a	amount for this document was increased by. (b)(4)	
SUBCLIN 000901: Funding on SUBCLIN 000901 is in	nitiated as follows:		
ACRN: AQ			
CIN: MIPRN0002408MP5066	510001		
Acctng Data: 97-11X8242 8W	/JU 310 4Q452 0 0	68342 2D CCXT01 H54GY425101P	
Increase: (b)(6)			
Total: (b)(6)			
SECTION H - SPECIAL CONTRA	ACT REQUIREME	ENTS	

The following have been modified:

POP 09-APR-2008 TO

31-JUL-2010

N/A

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:

ITEM(S)	ALLOTED TO COST	TARGET FEE	TOTAL ALLOTED TO CPIE	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)		990	-AMAMAN	29 FEBRUARY 2008
000102	112				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 FEBRUAY 2008
000302					31 MARCH 2008.
000501					29 FEBRUARY 2008
000701					31. JULY. 2009.
000801.					29 FEBRUARY 2008
000901					31 DECEMBER 2009
TOTAL	, t				

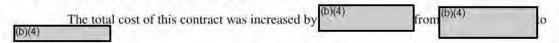
- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for 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 S	OLICIT	TATION/MODII	FICATION OF CONTRAC	Т	L.CONTRACT	'ID CODE	PAGE OF PAGES 1 6
2, AMENDMENT/MODIFICATION NO.		3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		-	5, PROJECT	[NO.(Ifapplicable)
P00010		30-Apr-2008	SEE SCHEDULE				
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	CODE	HQ0276	7. ADMINISTERED BY (Ifother than item- DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	6)	co	DE S030	05A
8, NAME AND ADDRESS OF CON RAYTHEON MISSILE SYSTEMS COMPAN 1151 E. HERMANS RD. TUCSON AZ 85706-9367		(No., Street, County,	State and Zip Code)	×	9B. DATED (S	EE ITEM I CONTRAC 6119	CT/ORDER NO.
CODE 15090		FACILITY CO	DE	X	A 10 1 10 10 10 10 10 10 10 10 10 10 10 1	, and the second	
	11	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOI	ICIT	ATIONS		
or (c) By, separate letter or telegram wh RECEIVED AT THE PLACE DESIGN REJECTION OF YOUR OFFER. If by provided each telegram or letter makes.	ich includes, a NATED FOR T virtue of this reference to th	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch e solicitation and this amen	nt; (b) By acknowledging receipt of this amend and amendment numbers. FAILURE OF YOU PRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change madment, and is received prior to the opening hour process.	R ACK ED M. y be m	NOWLEDGMENT AY RESULTIN ade by telegramor le	TO BE	
12. ACCOUNTING AND APPROPE See Schedule	RIATION L	OATA (If required)					
			TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN I				
A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN	SUED PURS	SUANT TO: (Specify	authority) THE CHANGES SET FORT	2000 A		MADE IN T	HE
office, appropriation date, etc	.) SET FOR	TH IN ITEM 14, PUR	O TO REFLECT THE ADMINISTRAT ISUANT TO THE AUTHORITY OF F URSUANT TO AUTHORITY OF:			as changes	in paying
D. OTHER (Specify type of mod Unilater) pursuant to FAR 52.21		d authority)					
E. IMPORTANT: Contractor X	is not,	is required to si	gn this document and return	co	ppies to the issuin	g office.	
where feasible.) Modification Control Number:	(b)(6) 8	1627	I by. UCF section headings, including so		Trescas.	ect matter	
Except as provided herein, all terms and con	ditions of the	document referenced in Item	9A or 10A, as heretofore changed, remains unc	hanged	Land in full force and	l effect.	
15A, NAME AND TITLE OF SIGN	ER (Type o	or print)	16A, NAME AND TITLE OF ((b)(6) TEL: ((b)(6)	CONT	RACTING OFFI	CER (Type	or print)
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	ED 16B. UNITED STATES OF AM (b)(6) BY	ERIC	'A		C. DATE SIGNED
(Signature of person authorized	to sign)		(Signature of Contracting	Office			STORY TO STORY
EXCEPTION TO SF 30			30-105-04		ST	ANDARD F	ORM 30 (Rev. 10-8

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

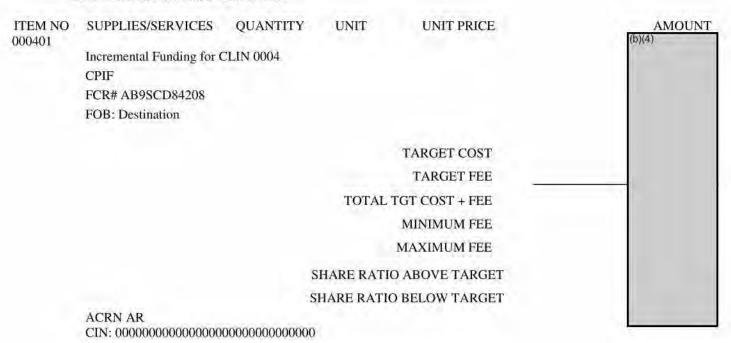


SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:



SUBCLIN 000402 is added as follows:

N00024-07-C-6119 P00010 Page 3 of 6

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE **AMOUNT** (b)(4)000402 Incremental Funding for CLIN 0004 CPIF FCR# AB9SCD84212 FOB: Destination TARGET COST TARGET FEE TOTAL TGT COST + FEE MINIMUM FEE MAXIMUM FEE SHARE RATIO ABOVE TARGET SHARE RATIO BELOW TARGET ACRN AS

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 Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 000402:

INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY 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 N/A <u>MISSILE DEFENSE AGENCY</u> (MDA) HQ0276

31-DEC-2011 (b)(6) 17211 AVENUE D SUITE 160

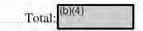
DAHLGREN VA 22448-5154

FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 000401:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 30-APR-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276 31-DEC-2011 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 MISSILE DEFENSE AGENCY (MDA) N/A HQ0276 31-DEC-2011 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 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 from (b)(4) SUBCLIN 000401: Funding on SUBCLIN 000401 is initiated as follows: ACRN: AR 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 Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209A0C4212 820412 Increase: (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:

ITEM(S)	ALLOTED TO COST	TARGET FEE	TOTAL ALLOTED TO CPIE	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101)(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 FEBRUAY 2008
000302					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.

(End of Summary of Changes)

2. AMENDMENTANDIFICATION NO. 3. EPECITIVE DATE 30 App-2008 SEE SCHEDULE 5. SINUED BY CODE HIGHER DEFINER ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DATE OF DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) DAY INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) POR INVESTMENT ACKNOW (MON) 7. ADMINISTRABED BY (If other them items) 9. A. AMENDMENT OF SOLICITATI 9. B. DATED (SEE ITEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 11) *** INVESTMENT ACKNOW (IS OTHER THEM 12) *** INVESTMENT ACKNOW (IS	AMENDMENT OF SOLICIT	ATION/MODI	FICATION OF CONTRAC	CT	1, CONTRACT	ID CODE	PAGE OF PAGE
6. ISSUED BY MISSUED BY MISSUED BY CODE MISSUE OFFICIAL PROBLES SUITE 160 DAHLGREIN VA 22469-5154 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, Countly, State and Zip Code) NOT THE MISSUE STEEMS COMPANY 10 SUITE 160 DAHLGREIN VA 22469-5154 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, Countly, State and Zip Code) NOT THE STEEMS COMPANY 10 SUITE 160 PROBLEM 11) 10 SUITE 160				vi .		5. PROJECT	NO.(Ifapplicable)
RAYTHOM MISSUE SYSTEMS COMPANY 151G I HERMANGRID. 100.A.MOD. OF CONTRACT/ORDER IS ADDITIONS 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS of CONTRACT SORDERS. 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 12. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14. ARE MADE IN THE 100.A. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, stc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). 13. THIS SETEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 14. DESCRIPTION OF AMENDMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 25. THIS SETPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 26. IMPORTANT: Contractor is not, is required to sign this document and return including solicitation/contract subject matter where feasible.) 26. IMPORTANT: Contractor is not, is required to sign this document and return including solicitation/contract subject matter where feasible.) 27. DO OTHER (Specify type of modification and authority) 28. IMPORTANT: Contractor is no times an administrative correction to the line of accounting for ACPN AK and revise the option ex	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160	HQ0276	DCMA RAYTHEON TUCSON P.O. BOX 11397 BLDG 801 M/3 D4	n6)	со	DE S030	5A
CODE 15090 FACILITY CODE X 10B. DATED (SEE ITEM 13) 14-May-2007	RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD.	(No., Street, County,	, State and Zip Code)		Mary Committee		Sec. 10. 50 - 10. 50
The above numbered solicitation is amended as et forth in Item 14. The hour and date specified in the solicitation of Offer							
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.				T X	14-May-2007	SEE ITEM	13)
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET PORTH 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) 181607 The purpose of this modification is to make an administrative correction to the line of accounting for ACFN AK and revise the option exercise	(a) By completing Items 8 and 1.5, and returning or (c) By separate letter or telegram which includes a management of the PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this as	copies of the amendmentering to the solicitation in RECEIPT OF OFFERS mendment you desire to ch	ent; (b) By acknowledging receipt of this amer r and amendment numbers. FAILURE OF YOU S PRIOR TO THE HOUR AND DATE SPECI tange an ofer already submitted, such change r	dment on UR ACKN FIED MA may be made	each copy of the of IOWLEDGMENT Y RESULT IN the by telegramor le	то ве	
Mutual agreement of the 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) 181607 The purpose of this modification is to make an administrative correction to the line of accounting for ACRN AK and revise the option exercise	See Schedule						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 181607 The purpose of this modification is to make an administrative correction to the line of accounting for ACRN AK and revise the option exercise.	A. THIS CHANGE ORDER IS ISSUED PURSICONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/Coffice, appropriation date, etc.) SET FORTICE THIS SUPPLEMENT AL AGREEMENT IS	EM APPLIES ONLY HESTHE CONTRA JANT TO: (Specify ORDER IS MODIFIED H IN TUEM 14, PUR ENTERED INTO P	ACT/ORDER NO. AS DESCRIBED IN authority) THE CHANGES SET FOR DITO REFLECT THE ADMINISTRA RESUANT TO THE AUTHORITY OF	TIVE C	4. TEM 14 ARE N		
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10 A, as heretofore changed, remains unchanged and in full force and effect. 15A. NAME (b)(6) 16A (b)(6)	A. THIS CHANGE ORDER IS ISSUED PURSICONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/Coffice, appropriation date, etc.) SET FORM C. THIS SUPPLEMENT AL AGREEMENT IS X D. OTHER (Specify type of modification and Mutual agreement of the parties	EM APPLIES ONLY IMES THE CONTRA JANT TO: (Specify DRDER IS MODIFIED THE IN ITEM 14, PUR ENTERED INTO P authority)	ACT/ORDER NO. AS DESCRIBED IN authority) THE CHANGES SET FOR D TO REFLECT THE ADMINISTRA RSUANT TO THE AUTHORITY OF URSUANT TO AUTHORITY OF:	THEM I	4. TEM 14 ARE N HANGES (such 103(B).	as changes in	

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000303 is added as follows:

ITEM NO 000303	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
000000	ACRN AT				(6)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATI	O ABOVE TARGET	
		Si	HARE RATIO	O BELOW TARGET	
	ACRN AT CIN: 000000000000000000000000000000000000	000000000000000			

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:

SUBCLIN 000303:

Funding on SUBCLIN 000303 is initiated as follows:

	-		4. 10	-
Λ			A	
\boldsymbol{a}		٠.	_	

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12123 MD8E209A0C3233 820412

Increase	b)(4)
Total: (b)	

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.232-9104

2. 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:

ITEM(S)	ALLOTED TO COST	TARGET FEE	TOTAL ALLOTED TO CPIE	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29 FEBRUARY 2008
000102	100				29 FEBRUARY 2008
000103					29 FEBRUARY 2008
000104				T T	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 FEBRUAY 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>	LATEST OPTION EXERCISE DATE
0004	30 April 2008
0009	29 February 2008
0012	30 May 2008
	0004 0009

- (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 SOLICIT	'ATION/MODII	FICATION OF CONTRACT		I. CONTRACTID CODE V		PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00012	3, EFFECTIVE DATE 09-May-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5.PROJECT	NO.(Ifapplicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CO	DE S030	05A
8. NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	(No., Street, County,		×	9B. DATED (S 10A. MOD. OF N00024-07-C-0 10B. DATED	CONTRAC	CT/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIC	X	1		
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment pr (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the	ior to the hour and date spe copies of the amendus reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch	cified in the solicitation or as amended by one of the ent; (b) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR ACT PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already, submitted, such change may be	cki CKi MA	n each copy of the of NOWLEDGMENT AY RESULTIN. Ide by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATION D See Schedule						
13. THISIT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	/OI	RDERS.		
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify	CT/ORDER NO. AS DESCRIBED IN ITE authority). THE CHANGES SET FORTH I	A		IADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENT AL AGREEMENT	TH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FAR			as changes i	n paying
X D. OTHER (Specify type of modification and Unilateral pursuant to FAR 52.232-22 "Limit						
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
amount of (b)(4) (4) SubCLIN 0001 AP in the amount of (b)(4) (6) new under ACRN AK in the amount of (b)(4)	081685 incremental funding f 08 under ACRN AL in 10 under ACRN AN in SubCLIN 000113 nev and (8) update s	for CLIN 0001 as follows: (1) SubCLIN 00 the amount of (b)(4) (3) SubCL	001 .IN bC	107 under ACRN 000109 under A LIN 000112 under (7) Sub	AJ in the CRN AM in er new AC oCLIN 0003	RN
Except as provided herein, all other terms an Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of	document referenced in Item	19A or 10A, as heretofore changed, remains unchang	ged	and in full force and		or print)
		(b)(6) TEL: (b)(6)	Í	EMAIL: (b)(6)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. UNITED STATES OF AMER (b)(6)	IC	A		C. DATE SIGNED
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Offi	ice			ORM 30 (Rev. 10-83)

APPROVED BY OIRM 11-84

Prescribed by GSA FAR (48 CFR) 53.243

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000112 is added as follows:

1TEM NO 000112	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000112	Incremental Funding for C	CLIN 0001			(b)(4)
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD84233		
				675 000 5900	
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	D BELOW TARGET	
	ACRN AU CIN: AB9SCD842330001				

SUBCLIN 000113 is added as follows:

ITEM NO 000113	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
000115	Incremental Funding for C	CLIN 0001			N-4857
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD84317		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	D 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 N/A MISSILE DEFENSE AGENCY (MDA) HQ0276 30-APR-2010 17211 AVENUE D SUITE 160 **DAHLGREN VA 22448-5154** FOB: Destination The following Delivery Schedule item has been added to SUBCLIN 000113: UIC DELIVERY DATE QUANTITY SHIP TO ADDRESS MISSILE DEFENSE AGENCY (MDA) POP 08-MAY-2008 TO N/A HQ0276 30-APR-2010 17211 AVENUE D SUITE 160 DAHLGREN 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) SUBCLIN 000107: AJ: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8B209C0C3232 820407 (CIN SUBCLIN 000108: AL: 9780400.2520 8 BM WAEG 40603892C00 255Y \$12135 MD8B209C1C3482 820710 (CIN AB9SCD834820001) was increased by (b)(4) SUBCLIN 000109: AM: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E209D0C3483 820727 (CIN from (b)(4) (b)(4)AB9SCD834830001) was increased by (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:

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:

AT: 9780400.2520 8 BM WAEG 40603892C00 255Y S12123 MD8E209A0C3233 820412 (CIN

from (b)(4)

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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101 00102 00103 00104 00105 00106 00107 00108 00109 00110 00111 00112 00113	PERFORMANCE (b)(4)				29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 31-Jul-08 30-Jul-08 30-Apr-08 30-Jul-08 30-Jul-08 30-Apr-08 29-Feb-08
00302 00303 00401 00402 00501 00701 00801 00901					31-Mar-08 30-Jul-08 31-May-08 31-May-08 29-Feb-08 31-Jul-09 29-Feb-08 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.

(End of Summary of Changes)

AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. P00013	3.EFFECTIVE.DATE 08-Jul-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJEC	r.NO.(Ifapplicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY.(MDA) 17211. AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		СО	DE S030	05A
8. NAME AND ADDRESS OF CONTRACT O RAYTHEON MISSILE SYSTEMS COMPANY 1151.E, HERMANS RD. TUCSON AZ 85706-9367		×	9B. DATED (\$ 10A. MOD. OI N00024-07-C- 10B. DATED	EE ITEM I F CONTRAC 6119	CT/ORDER NO.	
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI		1		
The above numbered solicitation is amended as set of the must acknowledge receipt of this amendment; (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED.AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to	crior to the hour and date spe copies of the amendax a reference to the solicitation THE RECEIPT OF OFFERS s amendment you desire to ch	cified in the solicitation of as amended by one of the int; (b) By acknowledging receipt of this amendux and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIES ange an offer already submitted, such change may.	ent o ACK D.M. be m	n each copy of the o NOWLEDGMENT AY RESULT IN. ade by telegramor le	TO BE	
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)					
13. THIS1		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10.	SUANT TO: (Specify		-		MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO C. THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FA			as changes	in paying
D. OTHER (Specify type of modification a Unilateral pursuant to FAR 52.232-22 "Lim						
Z. IMPORTANT: Contractor X is not,		gn this document and return	co	pies to the issuin	g office.	
DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to provid Clause pursuant to FAR 52.232-22 "Limitat"	2169 le incremental fu <u>nding</u>		te si	ion/contract subjection G-06 Allo		nds
Except as provided herein, all other terms a except as provided herein, all terms and conditions of the LSA. NAME AND TITLE OF SIGNER (Type	e document referènced in Îten		nged	t and in full force and		or print)
ion. want and in the or words (1) pe		(b)(6) TEL: (b)(6)	,,,,	EMAIL; FORCE		i
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B (b)(6) BY				6C. DATE SIGNED 18-Jul-2008
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Of 30-105-04	ffice			ORM 30 (Rev. 10-8.

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:

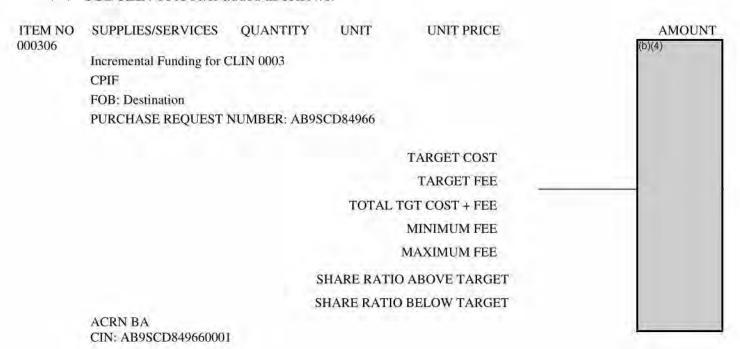
ITEM NO 000304	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
000504	Incremental Funding for C	CLIN 0003			V 2.
	CPIF				
	FOB; Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD84963		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	BELOW TARGET	
	ACRN AW CIN: AB9SCD849630001				

SUBCLIN 000305 is added as follows:

N00024-07-C-6119 P00013 Page 3 of 8

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000305 Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84964 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:

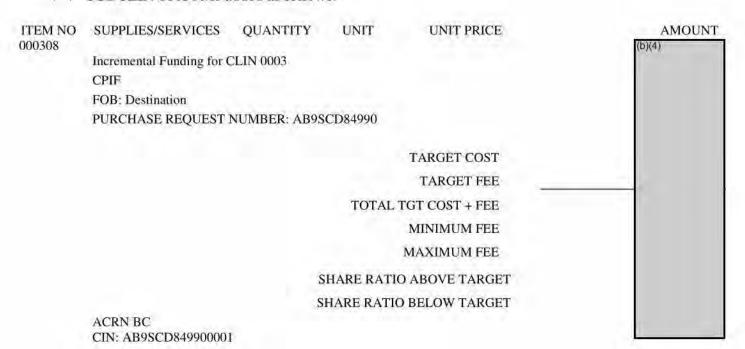


SUBCLIN 000307 is added as follows:

N00024-07-C-6119 P00013 Page 4 of 8

SUPPLIES/SERVICES ITEM NO QUANTITY UNIT UNIT PRICE AMOUNT 000307 Incremental Funding for CLIN 0003 CPIF FOB: Destination PURCHASE REQUEST NUMBER: AB9SCD84967 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:



SUBCLIN 000403 is added as follows:

N00024-07-C-6119 P00013 Page 5 of 8

					Page 5 of 8
TEM NO 000403	SUPPLIES/SERVICES Incremental Funding for COPIF	QUANTITY CLIN 0004	UNIT	UNIT PRICE	AMOUNT
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD84989		
				TARGET COST	
				TARGET FEE	
			TOTAL '	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
				BELOW TARGET	
	ACRN AY CIN: AB9SCD84989000				
SECT	TION G - CONTRACT AD	MINISTRATION	DATA		
Acco	unting and Appropriation				
Sumn	mary for the Payment Office				
from	As a result of this modificat to (b)(4)	ion, the total fund	ed amount for	this document was increase	sed by (b)(4)
SUBO	CLIN 000303:				
	AT: 9780400.2520 8 BM W	AEG 40603892C	00 25 <u>5Y S121</u>	23 MD8E209A0C3233 83	20412 (CIN
00000	000000000000000000000000000000000000000	0000) was increase	ed by (b)(4)	from (b)(4)	to (b)(4)

SUBCLIN 000304:

Funding on SUBCLIN 000304 is initiated as follows:

ACRN: AW

CIN: AB9SCD849630001

Acetng 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: (6)(4)
SUBCLIN 000401:

AR: 9780400.2520 8 BM WAEG 40603892C00 255V \$121 00000000000000000000000000000000000	35 MD8E209C0C42 from (b)(4)	008 820413 (CIN o (b)(4)
SUBCLIN 000402:		
AS: 9780400.2520 8 BM WAEG 40603892C00 255Y S121 0000000000000000000000000000000000	35 MD8E209A0C42 from (b)(4)	212 820412 (CIN 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 25	55X S12135 MD8X3	809B0C4989 820419
Increase: (b)(4)		
Total: (b)(4)		
SUBCLIN 000501:		
AB: 97-11 X 8242 8FJT 310 4Q 452 0 068342 2D CCXT01 was increased by (b)(4) from (b)(4) to (b)(4)	S54BR 425 101P (N	MIPR# N0002408MP50976)
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

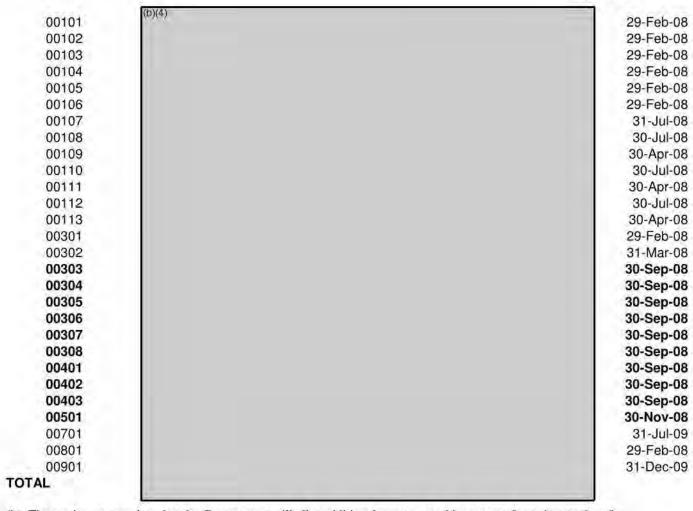
(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 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:

AWARDED PERFORMANCE

ALLOTED TO COST TARGET FEE TOTAL ALLOTED TO INCENTIVE FEE PERFORMANCE

CPIF AWARDED PERFORMANCE

ESTIMATED PERIOD OF PERFORMANCE



- (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 SOLICIT	ATION/MODI	FICATION OF CONTRACT		I. CONTRACTI	D CODE	PAGE OF PAGES
A LUCY DE LEGIS TOUR TOUR TOUR TOUR TOUR TOUR TOUR TOUR	Is represented to the	Li provincia obunincia cer neo sio	_	, v	t nnower	1 10
POOK!	3. EFFECTIVE DATE 08-Aug-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO.(Ifapplicable)
JSSUED BY CODE	HQ0276	7. ADMINISTERED BY (If other than item 6)		COL	E S030	5A
MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		DGMA RAYTHEON TUSCON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337				
NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY	(No., Street, County,	State and Zip Code)		9A. AMENDME	NT OF SO	LICITATION NO.
1151 E, HERMANS RD. TUCSON AZ 85706-9367			Ţ	9B. DATED (SE	E ITEM I	()
			X	10A, MOD, OF N00024-07-C-6		
DE 1600	La caractería		Y	10B. DATED (5 14-May-2007	SEE ITEM	13)
DDE 15090	THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI	CIT			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the	reference to the solicitation HE RECEIPT OF OFFERS mendment you desire to che e solicitation and this amer	S PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be	ACKI D MA	NOWLEDGMENTT Y RESULT IN de by telegramor lett	O BE	
2. ACCOUNTING AND APPROPRIATION D See Schedule	ATA (If required)					
	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	SVOR	DERS.	-	
IT MOD A. THIS CHANGE ORDER IS ISSUED PURS		CT/ORDER NO. AS DESCRIBED IN ITE	_		-11-2-2-1	
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	ORDER IS MODIFIEI	O TO REFLECT THE ADMINISTRATIV	VE C	HANGES (such a		
C. THIS SUPPLEMENTAL AGREEMENT I			1. 12			
D. OTHER (Specify type of modification and Mutual Agreement between Parties	l authority)					
IMPORTANT: Contractor is not,	X is required to si	gn this document and return	cop	ies to the issuing	office.	
4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) This modification is issued for the following: (Price, (3) incorporate the period of performa Section E, (5) fully fund CLIN 0013 and 0014	82375 (1) Incorporate CLINs nce for CLINs 0013 a	0013 and 00014, (2) incorporate addition of 0014 in Section F. (4) incorporate ad	onal Iditio	Section I clauses	for Fixed	
3)	15C; DATE SIGNE	(b)(6) (b)(6)	nged	and in full force and o	Bect.	122/08
PEROPER BY ORKIVETT-84	Lugand	30-1		. r.an) FC y GS (+n CTR) 5	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

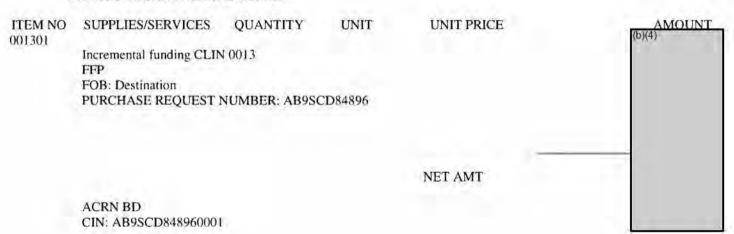


SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0013 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (b)(4) 0013 (b)(4)Lot 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 (b)(4)**NET AMT**

SUBCLIN 001301 is added as follows:



CLIN 0014 is added as follows:

ITEM NO 0014	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Manufacturing Componer FFP	nts Proposal for FN	AS Case: JA-P-I	Lux	
	The contractor shall provi manufacturing componen FOB: Destination				
				NET AMT	(b)(4)
3	SUBCLIN 001401 is added	as follows:			
ITEM NO 001401	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
0071401	Incremental Funding CLI FFP	N 0014			
	FOB: Destination PURCHASE REQUEST	NUMBER: N0002	408MP51037		
				NET AMT	(b)(4)
	ACRN BE				

The following have been added by full text:

CIN: N0002408MP510370001

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:

 Item
 Type

 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

N/A

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

28-NOV-2008

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154

(b)(6)

FOB: Destination

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)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Destination

The following Delivery Schedule item has been added to CLIN 0014:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

28-NOV-2008

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Destination

The following Delivery Schedule item has been added to SUBCLIN 001401:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO 28-NOV-2008

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154

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) (b)(4)	from
SUBCLIN 001301: Funding on SUBCLIN 001301 is initiated as follows:	
ACRN: BD	
CIN: AB9SCD848960001	
Acctng 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	
Acctng Data: AA 97-11X8242 8FJT 252 4Q452 0 068342 2D CCXT04 S44BUESS104Z	
Increase (b)(4)	

The following have been modified:

Total: (b)(4)

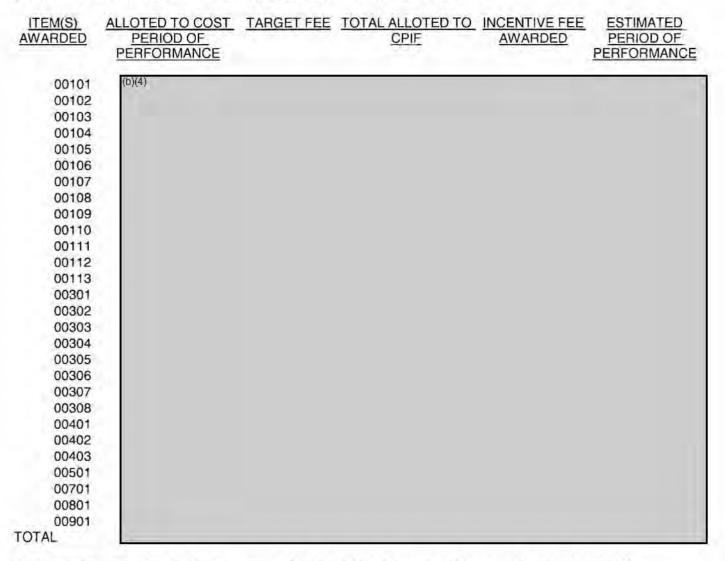
G-06 ALLOTMENT OF FUNDS (MAY 2005)

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 001401to 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:



- (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.

- (1) 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 SOLICI	TATION/MODI	FICATION OF CONTRACT	2	1. CONTRACT			PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. P1	ROJECT	NO (If applicable)
P00015	09-Jun-2008	SEE SCHEDULE					
SSUED BY CODE	HQ0276	7. ADMINISTERED BY (Ifother than item6)		CO	DE	S030	5A
MISSILE DEFENSE AGENCY (MDA) 7211 AVENUE D SUITE 160 PAHLIGREN VA 22448-5154		DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337					
NAME AND ADDRESS OF CONTRACTOR	R (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT	OF SO	LICITATION NO
1151 E. HERMANS RD. TUCSON AZ 85706-9367				9B. DATED (S			
			X	10A. MOD. OF N00024-07-C-6	5119		
DDE 15090	EACH ITY CO	DE.	x	10B. DATED (14-May-2007	SEE	ITEM	13)
	I THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended as set f			П	is extended	is	not exter	ided
REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the ACCOUNTING AND APPROPRIATION	he solicitation and this aren						
13. THIS I	TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S/O	RDERS.	_	-	
IT MO	DIFIESTHE CONTRA	CT/ORDER NO. AS DESCRIBED IN IT	EM	14.			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10. B. THE ABOVE NUMBERED CONTRACT	Α,						
office, appropriation date, etc.) SET FO C. THIS SUPPLEMENT AL AGREEMENT	RTH IN ITEM 14, PUR IS ENTERED INTO P	RSUANT TO THE AUTHORITY OF FA	R4	3.103(B).			
 D. OTHER (Specify type of modification as Bi-lateral Mutual Agreement between Par 							
IMPORTANT: Contractor is not.	x is required to si	gn this document and return	co	pies to the issuin	g offi	ce.	
DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) his modification is issued for the following Attachments 6 and 16 in Section J. Except as provided herein, all other terms a	32430 : (1) Revise the Cost F	Plus Incentive Fee Schedule in Section E	3 an	d (2) provide rev			
rept as provided herein, all terms and conditions of the	e document referenced in Item 15C. DATE SIGNE	(b)(6)	inged	and in full force and	l effect	Too	PATÉ SIGNED
PPROVED BY OIRM 11-84	0	30-10		e	scribe	ARD FO	

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					
Target Cost					
COST INCENT	TIVE:				
Minimum Fee	5 W 6-2		(b)(4)	(b)(4)	
Target Fee			200	100.00	
Maximum Fee					
Share Ratio	Above Target	(b)(4)			
Share Ratio	Below Target				
Chare Natio	Delow Target	11			
SCHEDULE IN	NCENTIVE FOR	CLINS 0001, 0	003, 0004, 0005, 00	07, 0008, 0009 AND	0012: *
			(b)(4)	(b)(4)	
	chedule (Sec Attach	iment 6)	60.00		
30 days ahead					
60 days ahead					
SCHEDULE IN	NCENTIVE SCHE	DULE FOR C	LIN 0009 ONLY:	**	
0,000,000,000	Laurist La Walte				
On Schedule (Se	ee Attachment 6)		(b)	(4)	
I day ahead	es I mineminent of				
30 days ahead					
20 days aircau					
*Calculated ner	missile and is prora	ted by day (at	ner day) ah	ead of contract, up to	60 days
**Calculated ne	r missile and is pror	ated by day (at	(b)(4) per day) a	head of contract, up to	
				get cost of the applica	
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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 form 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
(1) The fee payable under this contract shall be increased by (b)(4) (for a maximum of an additional $\begin{bmatrix} b \\ a \end{bmatrix}$ that a missile is DD250'd ahe	ad of the contract required delivery
date for CLINs 0001, 0003, 0004, 0005, 0007, 0008 and 0012. The be (b) for on time delivery, (b) for 1 day ahead of schedule and sha each day early, up to 30 days ((for a maximum total of (b)) that a m	fee payable for CLIN 0009 shall
be (0) for on time delivery, (0) for 1 day ahead of schedule and sha	all be increased by (b)(4) for
each day early, up to 30 days ((for a maximum total of (b)) that a m	nissile 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)
В	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 - Rawtheon DD2794 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

(End of Summary of Changes)

AMENDMEST/MODIFIC ATTOMACI				.V		1 4	
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NAME AND ADDRESS OF CONTRACT OF	R (No. Street, County,	State and Zip Code)	11	9A. AMENDM	ENT OF SOI	LICITATION NO	
1151 E HERMANS RD. FUCSON AZ 85706-9087				9B: DATED (SEE ITEM) [)			
			^	10A, MOD, OF N00024-07-C-6	3119		
MAD 16000	Investment ex	D.P.	- C	10B DATED 1 14-May-2007	SEETTEM	3)	
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(a) By completing from 8 and 15, and informing of (c) By separate letter of telegram which includes RECEIVED AT THE FLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of his provided each telegramor letter makes reference to a	a rekerence to the softeneation THE RECEIPT OF OFFERS amendment you desire to cli- lic softeilation and this amen	cand arendozni nuribers. FAILLIRE OF YOU SPRIOR TO THE HOUR AND DATE SPECIF rings an offer already submitted, such change in	K AI KN TED MA ny be min	OWLEDOMENT Y RESULT IN ic by relegramor to	W) BI:		
ACCOUNTING AND APPROPRIATION	DATA (If required)						
		TO MODIFICATIONS OF CONTRAC					
		CT/ORDER NO. AS DESCRIBED IN	Name and Address of the Owner, where				
A, THIS CHANCE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10.		authority) THE CHANGES SET FORT	HINI	TEM IT ARE N	A ADE IN TI	łΕ	
3 49 10 121 13 13 13 13 13 13 13 13 13 13 13 13 13							
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO					as changes in	paying	
C. THIS SUPPLEMENT AL AGREFMENT	the state of the s		7115 -65	.117.2(13).			
D. OTHER (Specify type of modification ar							
Bi-lateral and mutual agreement between					2020		
Bi-lateral and mutual agreement between IMPORT ANT: Contractor is not.		gn this document and return 1	cop	ies to the issuin	g office.		
	IN required to signification (Organized 081898): (1) Incorporate Contral delete Attachment 9 in	d by UCF section headings, including so act No. N00024-07-C-5361 in the Ren n its entirety and replace with Attach	t Free t	on/contract subj Use Clause in N Change 1 dated	ect matter		

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.

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.

N0002	4-96-C-5301
N0002-	4-96-C-5337
N0002	4-96-C-5353
N0002	4-98-C-5364
N0002	4-99-C-5373
N0002	4-99-C-5375
N0002	4-00-C-5390
N00024	4-00-C-5399
N0002-	4-02-C-5312
N0002	4-02-C-5319
N0002	4-03-C-5330
N0002	4-03-C-6111
N0002	4-04-C-5342
N0002	4-04-C-5344
N0002	4-04-C-5350
N0002	4-04-C-5361
F33657	7-93-C-2257
HQ027	6-08-C-0001
N0002	4-07-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 I dated 14 May 2008.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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1			procurement)
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	CDRL Glossary		
Attachment	Title	Date	Pages
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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 - Revison I	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
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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 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 SOLICIT	ATION/MODI	FICATION OF CONTRACT		WTD COA	Panish Fants
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8, NAME AND ADDRESS OF CONTRACT OR BAYTHEON MISSILE SYSTEMS COMPANY 1161 F - FERMANSHI TUCSON 72 85776-9067	(No., Street, County	Sate and Zip Code)		OMENT OF SC	DLICITATION NO
			x 10A, MOD. N00024-07-		CT/ORDER NO.
CODE: 15090	Tracility co		X 14-May-200	D (SFE ITEM)7	13)
11.	THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	TATIONS		
ta) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes an RECEIVED AT THE PLACE DESIGNATED FOR IT REJECTION OF YOUR OFFICE. If by circue of this at provided each relevantion letter mikes reference to the 12. ACCOUNTING AND APPROPRIATION D.	eference to the solicitation III RECEAPT OF OTFERS mendment you desire to of solicitation and this amer	n and amendment numbers. If AIL URL OF YOUR AS SPRIOR TO THE HOUR AND DATE SPECIFIED sange on offer already submitted, such change may be	KNOW LEDGME MAY RESULTIN made by telegrame	NITOBE	
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C. THIS SUPPLEMENTAL AGREEMENT IS			(a(11))211214		
D. OTHER (Specify type of modification and	muhority)				
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14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: (b)(6) 981 The purpose of this modification is to move O update the Allotment of Funds clause and provided the Allotment of Funds clause.	922 LIN 0008 ceiling to Cl	LIN 0001, deobligate funding in the amoun		subject matter	1 .
(b)(6)	HART	(b)(6)	nd port in till ten	antet	
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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)...

from (b)(4) to (b)(4) The target cost has increased by The target profit/fee has increased by (b)(4) fron (b)(4) from (b)(4) The total cost of this line item has increased by (b)(4) to (b)(4) **CLIN 0008** (b)(4)from (b)(4) The target cost has decreased by (b)(4) o(b)(4) The target profit/fee has decreased by (b)(4) from (b)(4) to (b)(4) from (b)(4) The total cost of this line item has decreased by (b)(4)

The following have been modified:

Cost Plus Incentive Fee Schedule

Applicable to CLINS	0001, 0003, 0004, 0005, 0007, 000	09 and 0012	
(See Clauses 52,216-	10 and Determination of Schedule	Incentive Fee Clauses)	
Total Estimated Cost	Š	(b)(4)	
Cost of Money			
Target Cost			
COST INCENTIVE	<u>2</u>		
Minimum Fee		(b)(4)	(b)(4)
Target Fee			
Maximum Fee			
Share Ratio Share Ratio	Above Target Below Target		
SCHEDULE INCE	NTIVE FOR CLINS 0001, 0003,	0004, 0005, 0007, 0009 AND 0012	:*
I day ahead of sched	ule (See Attachment 6)	(b)(4)	
30 days ahead			
60 days ahead			
SCHEDULE INCE	NTIVE FOR CLIN 0009 ONLY:	**	
On Schedule (See At	tachment 6)		(b)(4)
1 day ahead			
30 days ahead			
**Calculated per mis	ile and is prorated by day (at (b)(4) sile and is prorated by day (at (b)(4)	per day) ahead of contract, up to	to 30 days.

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 g3nerated 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 ITEM 0001	QTY EA	REMARKS
MANUFACTURING SURVEILLENCE MOTORS	QTY EA	REMARKS
Solid Divert and Attitude Control Systems	2	CLIN 0001 0002 8-0004
(SDACS) Third Stage Booket Motors (TSPM)	2 2	CLIN 0001, 0003 & 0004 CLIN0001, 0003 & 0004
Third Stage Rocket Motors (TSRM) SDACS	1	
	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	903	
Blk IA Rounds	24	
ITEM 0004	90004.7	
Blk IA Rounds	24	
ITEM 0005	EA	
Blk IA Rounds (FMS Case JA-P-LUX) ITEM 0007	9	
Blk IA Rounds (FMS Case JA-P-LVK) ITEM 0009	9	
Blk IA Rounds (FMS Case JA-P-LUX)	9	
ITEM 00012		
Flight Test Kits	13	
riight rest Kits	1.3	

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 modifica	tion, the total funded amount for this document was decreased by (b)(4)	from
(b)(4)	to (b)(4)		
SUBCL	IN 000801:		

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 001401to 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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101	(b)(4)				29-Feb-08
00102	(0)(4)				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				- 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.
- (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)
В	Contract Data Requirements List (CDRL), DD 1423		
	CDR; Glossary		
Attachment	Title	Date	Pages
1	CDRL Addressec 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)		

		Page 10 c
Work Breakdown Structure (WBS) Dictionary	27 April 2006	10
Shipping Instruction Data - Revision 2	5 September 2008	4
Block 1A Configuration		
Cost and Software Data Reporting Plan DD2794 Revision 1 18A - (b)(4) 18B - 18C - 18D - 18E -		
FMS SM-3 Blk IA Configuration	March 2006	2
Intentionally Left Blank		
Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	N/A	5
	Shipping Instruction Data – Revision 2 Block 1A Configuration Cost and Software Data Reporting Plan DD2794 Revision 1 18A (b)(4) 18B - 18C - 18D - 18E - FMS SM-3 Blk IA Configuration Intentionally Left Blank Technical Data to be furnished with Limited or	Shipping Instruction Data – Revision 2 Block 1A Configuration Cost and Software Data Reporting Plan DD2794 Revision 1 18A - (b)(4) 18B - 18C - 18D - 18E - 18

N/A

Flight Test Kits

22

(Signature of person authorized to sign) 23-Sep-2008	AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES 1 6
DOESDATE/STRUCKED BY DESTAIN TO SOME TO SOME TO SOME THE STRUCK BY DESTAIN TO SOME THE STRUCK BY DESTAIN THE S						5. PROJEC	TNO.(Ifapplicable)
Part	MISSILE DEFENSE AGENCY.(MDA) 17211 AVENUE D SUITE 160	HQ0276	DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4		со	DE S030	05A
The above numbered volicitation is amoded as set bits in least 14. The hour and due specified for receipt of Deep	RAYTHEON MISSILE SYSTEMS COMPANY 1151 E, HERMANS RD. TUCSON AZ 85706-9367			Ť	9B. DATED (S 10A. MOD. OF N00024-07-C- 10B. DATED	EE ITEM I CONTRA 6119	1) CT/ORDER NO.
The above numbered solicitation is amended as set both in item 14. The boar and date specified hyrocogie of OBE Other not seknowledge recept of this amendment prior to the hour and date specified in the solicitation or a amended by one of the following methods: Substitution of the prior of the prior of the prior and date specified for the solicitation or a mended by one of the following methods: Substitution of the prior o	100-100			-	1		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONTRACT FORDER 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) Undiateral pursuant to FAR 52, 232-22 "Limitation of Funds" E. IMPORTANT: Contractor X is not, D. SECREPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where [easible.) Modification Control Number: D(6) D82817 The purpose of this modification is to provide incremental funding in the amount of (D(4)) The purpose of this modification is to provide incremental funding in the amount of (D(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 other terms and conditions of the contract remain unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) (16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (16B. S. MAM AND TITLE OF CONTRACTING OFFICER (Type or print) (16B. S. MAM AND TITLE OF SIGNER (Type or print) (16C. DATE SIGNE) (16C. DATE SIGNE) (16C. DATE SIGNE)	Offer must acknowledge receipt of this amendment (a). By completing Items, 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this	crior to the hour and date spe copies of the amendax a reference to the solicitation THE RECEIPT OF OFFERS s amendment you desire to ch	cified in the solicitation or as amended by one oftent; (b) By acknowledging receipt of this amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIES ange an offer already submitted, such change may be	ent o ACK D Ma be m	Illowing methods: n each copy of the of NOWLEDGMENT AY RESULTIN de by telegramor le	fer submitted: TO BE	
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 SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" IMPORTANT: Contractor is in in, is required to sign this document and return copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: Diffice 182817 The purpose of this modification is to provide incremental funding in the amount of 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by 100(4) and update Section G-6 Allotment of Fun		DATA (If required)					
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 A CREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(B). C. THIS CHANGE (Specify type of modification and authority) Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" 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) 382817 The purpose of this modification is to provide incremental funding in the amount of (0)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (0)(4) are formal funding in the amount of (0)(4) and update Section G-6 Allotment of Funds Clause pursuant to FAR 52.232-22 "Limitation of Funds" by (0)(4) are formal funding in the amount of (0)(4) and update Section G-6 Allotment of Funds (0)(4) are formal funding in the amount of (0)(4) are formal funding of the funding in the amount of (0)(4) are formal funding of the funding in the amount of (0)(4) are formal funding of funding o	13. THIS1						
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) Unliateral pursuant to FAR 52,232-22 "Limitation of Funds" E. IMPORTANT: Contractor X 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) B82817 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) rom (b)(4) or (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 Item9A or 10A, as heretolore changed, remains unchanged and in full force and effect. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretolore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6) TEL (b)(6) EMAP EXCEPT AS A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6) TEL (b)(6) (Signature of Person authorized to sign)	A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10.	RSUANT TO: (Specify A.	authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N		745
Unilateral pursuant to FAR 52.232-22 "Limitation of Funds" Important Imp	office, appropriation date, etc.) SET FO	RTH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FA			as changes	in paying
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6)							
where feasible.) Modification Control Number: (b)(6) 82817 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 (D)(4) around (D)(4) around (D)(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 rekrenced in Item9A or 10A, as heretolore changed, remains unchanged and in full force and effect. 5A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (D)(6) 5B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (Signature of person authorized to sign) (Signature of Contracting Officer)	IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
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) 16B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (Signature of person authorized to sign) 16C. DATE SIGNED 23-Sep-2008	where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to provide	082817 ie incremental funding i	in the amount of $^{(b)(4)}$ and upon	date			funds
(Signature of person authorized to sign) 23-Sep-2008	Except as provided herein, all terms and conditions of th	é document referènced în Îten	19A or 10A, as heretolore changed, remains unchan 16A NAME AND TITLE OF CO (b)(6) TEL: (b)(6)	nged	and in full force and RACTING OFFI		or print)
(Signature of person authorized to sign) (Signature of Contracting Officer)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE					
	(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Of 30-105-04	fice			2011 38 101114

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 000114	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
000114	SLIN 000114				
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: MIPR	N0002408MP	12976	
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	BELOW TARGET	
	ACRN BF CIN: MIPRN0002408MP	129760001			

SUBCLIN 000115 is added as follows:

N00024-07-C-6119 P00018 Page 3 of 6

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 000115 (b)(4) SLIN 000115 CPIF FOB: Destination PURCHASE REQUEST NUMBER: MIPRN0002408MP12993 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:



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)
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: ((5)(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:

1. 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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED CPIF	TO INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
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					04 D 00
00901 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. CONTRACTID CODE PAGE OF P. V 1		PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	'NO.(Ifapplicable)	
P00019	25-Sep-2008	SEE SCHEDULE				
6. ISSUED BY CODE MISSILE DEFENSE AGENCY.(MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON P.O. 80X 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337	DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4			
8. NAME AND ADDRESS OF CONTRACT OR (No., Street, County, State RAYTHEON MISSILE SYSTEMS COMPANY 1151 E, HERMANS RD. TUCSON AZ 85706-9367		State and Zip Code)		9A AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119		
		10B. DAT				
CODE 15090 FACILITY CODE			X	14-May-2007		
	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER, If by virtue of this provided each telegramor letter makes reference to th 12. ACCOUNTING AND APPROPRIATION I	THE RECEIPT OF OFFERS amendment you desire to che e solicitation and this amen	S PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	D M.	AY RESULTIN ade by telegramor le		
See Schedule	riviti required)					
13. THIS IT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	'S/O	RDERS.		
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT	SUANT TO: (Specify.		IIN	ITEM 14 ARE N		
office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification and	TH IN ITEM 14, PUR SENTERED INTO P d authority)	RSUANT TO THE AUTHORITY OF FA			as cualiges t	n paying
Unilateral pursuant to FAR 52.232-22 "Limit		and their decomments and december	144	atau sa stantania	on a CC on	
E. IMPORTANT: Contractor X is not,		gn this document and return		pies to the issuin	- L.	
14. DESCRIPTION OF AMENDMENT/MODIL where feasible.) Modification Control Number: The purpose of this modification is to provide Clause pursuant to FAR 52.232-22 "Limitation"	082867 incremental funding i		date	Section G-6 Allo		ınds
Except as provided herein, all other terms an	d conditions of the co	ontract remain unchanged and in full for	ce a	and effect.		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of		16A. NAME AND TITLE OF CO				or print)
		(b)(6) TEL (b)(4)		EMAIL: (b)(6)	- 1	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		RIC	200 000		C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting O	ffice	er)		26-Sep-2008
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	*	30-105-04		Pre	ANDARD For a control of the control	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

An a samult of t	bio madification the total for	And amount for this	danument was increased by (b)	(A)
from (b)(4)	to (b)(4)	ided amount for this c	document was increased by (b)	(4)
SUBCLIN 000112:				
	2520 8 BM WAEG 40603892 1) was increased by (b)(4)	2C00 255Y S12135 M from (b)(4)	MD8X309B0C4233 820419 (C	IN

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:

ITEM(S) AWARDED	ALLOTED TO COST TA PERIOD OF PERFORMANCE	ARGET FEE TOT	AL ALLOTED T	O INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101	(b)(4)			- 15	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 31-Dec-08
00309					30-Sep-08
00401					30-Sep-08
00402					30-Sep-08
00501					30-Nov-08
00701					31-Jul-09
00801					31-041-03
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.

AMENDMENT OF SOLICI		1. CONTRACT	ID CODE	PAGE OF PAGES 1 8		
2. AMENDMENT/MODIFICATION NO. P00020	3.EFFECTIVE.DATE 30-Sep-2008	4. REQUISITION/PURCHASE REQ. NO, SEE SCHEDULE			5, PROJEC	(NO.(Ifapplicable)
6. ISSUED.BY CODE MISSILE DEFENSE AGENCY, (MDA) 17211. AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY(Ifother.than.item 6) DCMA RAYTHEON TUSCON P.O. BOX 11337 MS J 2 TUCSON AZ 85734-1337		со	DE S030	05A
8. NAME AND ADDRESS OF CONTRACT O RAYTHEON MISSILE SYSTEMS COMPANY 1151.E. HERMANS RD. TUCSON AZ 85706-9367		×	9B. DATED (\$ 10A. MOD. OI N00024-07-C- 10B. DATED	EE ITEM I F CONTRAC 6119	CT/ORDER NO.	
CODE 15090	1 THIS ITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLIC		1		
The above numbered solicitation is amended as set Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by, virtue of thi provided each telegram or letter makes reference to	copies of the amendax copies of the amendax a reference to the solicitation THE RECEIPT OF OFFERS s amendment you desire to ch	cified in the solicitation of as amended by one of the int; (b) By acknowledging receipt of this amendme, and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange, an offer already, submitted, such change may, but the change may.	ont o	n each copy of the o NOWLEDGMENT AY RESULT IN. ade by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)					
13. THIS		TO MODIFICATIONS OF CONTRACTS				
A. THIS CHANGE ORDER IS ISSUED PUI CONTRACT, ORDER NO. IN ITEM 10	RSUANT TO: (Specify: A.	authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N		
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMENT	RTH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FA			as changes	n paying
D. OTHER (Specify type of modification a Unilateral pursuant to FAR 52.232-22. "Lin						
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to provo Clause pursuant to FAR 52,232-22 "Limitat	082920 e incremental funding in			ion/contract subj Section G-6 Allo		inds
Except as provided herein, all other terms a Except as provided herein, all terms and conditions ofth 15A. NAME AND TITLE OF SIGNER (Type	e document referènced in Item		iged	and in full force and		or print)
		(b)(6) TEL: (b)(6)		EMAIL; (b)(6)		
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNE	BY (D)(O)				30-Sep-2008
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Of 30-105-04	fice		ANDARD F	ORM 30 (Rev. 10-8

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 000116	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CINIT				V=3V
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD85990		1
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
		S	HARE RATIO	D BELOW TARGET	
	ACRN BH CIN: AB9SCD859900001				

SUBCLIN 000310 is added as follows:

N00024-07-C-6119 P00020 Page 3 of 8

ITEM NO UNIT PRICE SUPPLIES/SERVICES QUANTITY UNIT **AMOUNT** 000310 (b)(4)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 ACRN BJ CIN: AB9SCD861410003

SUBCLIN 000311 is added as follows:

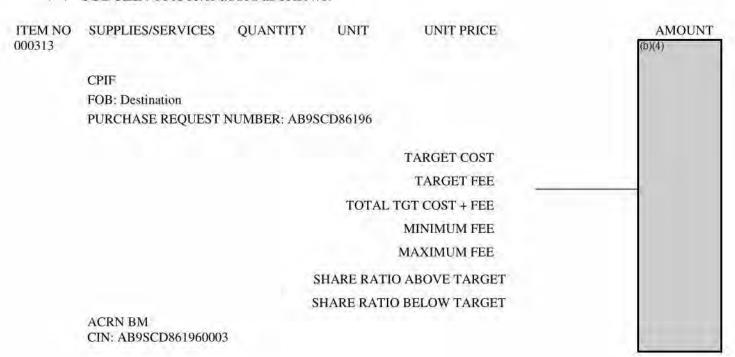


SUBCLIN 000312 is added as follows:

N00024-07-C-6119 P00020 Page 4 of 8

AMOUNT ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE 000312 **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:



SUBCLIN 000314 is added as follows:

					Page 5 of 8
ITEM NO 000314	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
	CPIF				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AAB	9SCD86197		
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		5	SHARE RATI	O ABOVE TARGET	
		S	HARE RATI	O BELOW TARGET	
	ACRN BN CIN: AAB9SCD8619700	03			
				ė.	
SECT	ΠΟΝ G - CONTRACT AD	MINISTRATION	DATA		
Acco	unting and Appropriation				
Sumi	nary for the Payment Office				
1	As a result of this modificat	ion, the total fund	led amount for	r this document was increased by	(b)(4)
from	(b)(4) to (b)(4)				
	CLIN 000116: ing on SUBCLIN 000116 is	initiated as follo	ws:		
	ACRN: BH				
	CIN: AB9SCD859900001				

SUBCLIN 000305:

Increase: (b)(4)

Total: (b)(4)

AZ: 9780400.2520 8 BM WAEG 40603892C00 255X \$12135 MD8B209C0C4964 820407 (CIN AB9SCD849640001) was increased by (b)(4) from (b)(4)

Acctng Data: 9780400.2520 8 BM WAEG 40603892C00 255Y S12135 MD8E109C0C5990 820335

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	Y
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	i i
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, ane 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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101	(b)(4)			1	29-Feb-08
00102	100				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) 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.

AMENDMENT OF SOLICIT	'ATION/MODI	FICATION OF CONTRACT		1.CONTRACT		PAGE OF PAGE
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISTION/PURCHASE REQ. NO.		1	5. PROJECT	NO ((fapplicable)
P00021	23-Oct-2008	SEESCHEDULE				
ISSUED BY CODE	HQ0276	7. ADMINISTERED BY (Ifother than item6)		co	S030	5A
MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		DOMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 MS 04 TUCSON AZ 65734-1337				
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO
1151 E. HERMANS RD. TUCSON AZ 85706-9357				9B. DATED (S	EE ITEM I	1)
			X	10A, MOD, OF N00024-07-C-6	5119	Salar Salar Salar
ODE 15090	FACILITY CO	ne	х	10B. DATED (OCC II CIVI	13)
	A SECTION OF THE SECT	APPLIES TO AMENDMENTS OF SOLIC	TI.			
RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter nukes reference to the ACCOUNTING AND APPROPRIATION E	amendment you desire to che e solicitation and this amer	ange an offer already submitted, such change may b	e ma	de by telegramor le	uer.	
	VIOLENCE CONTRACTOR	TO MODIFICATIONS OF CONTRACTS	VOF	RDERS.		
		CT/ORDER NO. AS DESCRIBED IN ITE		The spile Activities		
B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL ACREEMENT D. OTHER (Specify type of modification and	ORDER IS MODIFIED THE IN ITEM 14, PUI SENTERED INTO P	RSUANT TO THE AUTHORITY OF FAR			as changes i	n paying
Mutual Agreement	[v] is required to si	on this document and return	-	viae to the issuin	a office	
IMPORTANT: Contractor is not, B. DESCRIPTION OF AMENDMENT/MODII	Land apply to him to	gn this document and return	YK.	oies to the issuin		
Modification Control Number: (b)(6) the purpose of this modification is to provide incrementally funded on Modification P00018	the amount of fundin	g that can be expended for SLINs 00011	15 a	and 600309 w hi	ch were	
	(b)(6) 15C. DATE SIGNE	24	ged	and in full force and	W61	C DATE SIGNE
XCEPTION TO SF 30 PPROVED BY OIRM 11-84		30-10			y G	DRM 30 (Rev. 10 SA 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Of the blicated under Modification P00018 and allotted to cost under SLIN 000115 (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 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.

1. Under Section G-06 "Allotment of Funds (May 2005)", implement the following:

2. Except as provided herein, all other terms and conditions under this contract remain in full force and effect.

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT		1. CONTRACT	IN CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 07-Nov-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROÆCT	NO.(Ifapplicable)
ISSUED BY CODE WISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5151	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON P.O. BUX 11337 BLDG 801 M/S D4 TUCSON AZ 85754-1337		co	DE S030	5A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 65786-9367				9A, AMENDM		LICITATION NO.
TOCOCH P.Z. 601 (64-40)			×	10A. MOD, OF N00024-07-C	F CONTRAC	CT/ORDER NO.
DDE 16090	DE	x	10B. DATED 14-May-2007			
	I I. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	AT.	ATIONS		
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED ATTHE PLACE DESIGNATED FOR RESECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	s a reference to the solicitation R THE RECEIP TOF OFFERS is amondment you desire to ch the solicitation and this amor	SPRIOR TO THE HOUR AND DATE SPECIFIED Mayor on offer already submitted, such change may b	CK MA	NOWLEDGMENT Y RESULTIN de by relegramor le	TO BE	
	ITEM APPLIESONLY	TO MODIFICATIONS OF CONTRACTS	- 5- 7	Control of the Control	_	
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10 B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FO	T/ORDER IS MODIFIED		VE (CHANGES (such		
C. THIS SUPPLEMENTAL AGREEMENT	I IS ENTERED INTO P			×.		
D. OTHER (Specify type of modification : Mutual agreement of both parties.						· ·
. IMPORTANT: Contractor is not,	X is required to si	gn this document and return 1	CU	pies to the issuir	ng office.	
4. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number; (b)(6) The purpose of this modification is to revise revises the period of performance for CLI.	9343 e the FOB and state the	period of performance for CLINs 0005,	001	07, 0009. This		also
	hadocument referenced in Lea e or print)	n9A or 10A. as hereto fire chanced, remains uncha	n.ce/	and in full Bore so	de S ei)(6)
gn)	- II NOV 20				L,	11/10/08
XCEPTION TO SP 30		30-10				ORM 30 (Rev. 10-8
PROVED BY GIRM 11-84	0.00	-		-	LR (48 CFR)	GEA.

(b)(6)

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:

POP 30-APR-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276
11-DEC-2011

MISSILE DEFENSE AGENCY (MDA) HQ0276
DAHLGREN VA 22448-5154

[b](6)
FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

Page 3 of 6

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 30-APR-2008 TO

11-DEC-2011

N/A <u>MISSILE DEFENSE AGENCY</u> (MDA)

HQ0276

(6)(6)

DAHLGREN VA 22448-5154

(b)(6)

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 14-MAY-2007 TO

31-DEC-2008

N/A

FOB: Contractor Facility

The following Delivery Schedule Item has been deleted from SUBCLIN 000501:

N/A

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 30-APR-2008 TO

11-DEC-2011

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FUB: Destination

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

MISSII E DEEENSE ACENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160

703 271-6755

FOB: Destination

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

N/A

N/A

31-OCT-2009

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

FOB: Contractor Facility

The following Delivery Schedule item for CLIN 0009 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 09-APR-2008 TO

31-JUL-2010

MISSILE DEFENSE AGENCY OF

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

(b)(S)

N/A

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SIIIP TO ADDRESS

UIC

POP 09-APR-2008 TO

31-OCT-2010

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)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

(b)(6)

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 09-APR-2008 TO

NA

N/A

31-OCT-2010

FOB: Contractor Facility

The following Delivery Schedule item for CLIN 0013 has been changed from:

Page 5 of 6

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

28-NOV-2008

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Destination

To:

DELIVERY DATE

OUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

31-JAN-2009

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 (b)(6)

FUB: Destination

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)

HQ0276

17211 AVENUE U SUITE 160 DAHL CREW WA 22448-5154

POB: Desimation

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

HQ0276

POP 18-AUG-2008 TO

31-JAN-2009

N/A

CENCY (MDA)

17211 AVENUE D SUITE 160

DAHLGREN VA 22448-5154

FOB: Destination

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

Page 6 of 6

POP 18-AUG-2008 TO N/A

28-NOV-2008

MISSILE DEFENSE AGENCY (MDA)

HQ0276

DAHLGREN VA 22448-5154

FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

31-JAN-2009

MISSILE DEFENSE AGENCY (MDA)
(b)(6)

HQ0276

17211 AVENUE D SUITE 160 VA 22448-5154

FOB: Destination

The following Delivery Schedule item for SUBCLIN 001401 has been changed from:

N/A

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

28-NOV-2008

HQ0276

LESLIE GIRATA; MDA/AB 17211 AVENUE D SUITE 160 VA 22448-5154

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

31-JAN-2009

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 **DAHLGREN VA 22448-5154**

FOB: Destination

ATTACHMENT 6

REVISION 2

DATED 5 September 2008

SM-3 Program Schedule

SM-3 Program Schedule							
Ready for Issue	Ready for Issue and Review Dates						
Deliverable Units	Deliverable Units RFI Date						
Revision 2	5-Sep-08						
CLI	N 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						
CLI	N 0005						
One (1)	Oct-08						
Eight (8)	Dec-08						
CLI	1 0003						
Nine (9)	Sep-10						
Six (6)	Dec-10						
Nine (9)	Feb-11						
CLIN	N 0007						
One (1)	Sep-09						
Eight (8)	Oct-09						
CLIN	1 0004						
Nine (9)	Jul-11						
Nine (9)	Sep-11						
Six (6)	Dec-11						
CLIN	1 0009						
One (1)	Sep-10						
Eight (8)	Oct-10						

CLIN 0012							
Thirteen (13)		3.	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

ATTACHMENT 16 Rev 2

NTRACT NO. NOO	024-07-C-6119			5 September 2008			
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS CODE	TAC	MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Jan 09	2	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

ATTACHMENT 16 Rev 2	ATTA	CHMEN	IT 16	Rev	2
---------------------	------	-------	-------	-----	---

CONTRACT NO. NOO	024-07-C-6119			5 September 2008			***
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS	TAC	MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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

ATTACHMENT 16 Rev 2	ATT	ACHN	ENT	16	Rev	2
---------------------	-----	------	-----	----	-----	---

TRACT NO. NOO	024-07-C-6119			5 September 2008			
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS	TAC	MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(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

ONTRACT NO. NOO	024-07-C-6119			5 September 2008				
Jul 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD	,
RDD	ACRN	CLIN/ SLIN	QTY	SHIP TO AND MARK FOR	ADDRESS CODE	TAC		MILSTRIP
(1)	(2)	(3)	(4)	(5)	(6)	(7)		(8)
Sep 11		0004	9	IN PLACE, AUR FACILITY, CAMDEN, AR (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD	y
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	ħ
Oct 10	:	0009	8	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD	
Dec 09	æ	0012	13	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	ТВО	
Jul 09		0008	14	IN PLACE, AUR FACILITY, CAMDEN, AR – (SUPPORTS IN CONUS SHIPMENTS FOR AUR ASSEMBLY)	Q97257	N78P	TBD	

AMENDMENT OF SOLICIT	TATION/MODII	FICATION OF CONTRACT	NTRACT L. CONTRACTID 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	CNO.(Ifapplicable)	
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D. SUITE 160 DAHLGREN VA 22448-5154	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		со	DE S030	05A	
NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151.E, HERMANS RD. TUCSON AZ 85706-9367	(No., Street, County,	State and Zip Code)	×	9B. DATED (S	EE ITEM I F CONTRAC 6119	CT/ORDER NO.	
CODE 15090	FACILITY CO	DE	X		10000000000	2.7%	
[1]		APPLIES TO AMENDMENTS OF SOLIC	CIT	ATIONS			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER, If by virtue of this provided each telegramor letter makes reference to the 12. ACCOUNTING AND APPROPRIATION I	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch be solicitation and this amen	and anendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange, an offer already, submitted, such change may, b	CK O.M.	NOWLEDGMENT AY.RESULT.IN. ade by telegramor le	TO BE		
See Schedule							
		TO MODIFICATIONS OF CONTRACT: CT/ORDER NO. AS DESCRIBED IN ITI					
A. THIS CHANGE ORDER IS ISSUED PUR: CONTRACT. ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	SUANT TO: (Specify ORDER IS MODIFIED	authority) THE CHANGES SET, FORTH O TO REFLECT THE ADMINISTRATIV	IN Æ.	ITEM 14 ARE N			
C. THIS SUPPLEMENT AL AGREEMENT D. OTHER (Specify type of modification an	IS ENTERED INTO P		1. 4.	5.105(b).			
Schedule Incentive Fee Payment E. IMPORTANT: Contractor X is not,	is remired to si	gn this document and return	co	pies to the issuin	og office		
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: (b)(6) Schedule Incentive Fee Payment for CLIN 00	09524 05 document referenced in Item	19A or 10A, as heretofore changed, remains unchan 16A, NAME AND TITLE OF CO (b)(6)	nged	and in full force and	t effect.	or print)	
Total Control Transport Transport	To a se compliance	TEL (b)(6)	20.5	EMAIL; (b)(6)		- 2.50 L (s.L0.)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16 (b)(6) BY	uc			C. DATE SIGNED 26-Nov-2008	
(Signature of person authorized to sign)		(Signature of Comfacting Of	псс		4	71777777	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Pre	ANDARD F escribed by C R (48 CFR)		

AMOUNT

AMOUNT

(b)(4)

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

0015

Schedule Incentive Fee Earned

COST

FOB: Destination

ESTIMATED COST

SUBCLIN 001501 is added as follows:

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE

001501

Schedule Incentive Fee Earned CLIN 0005

COST

MIPR# N0002408MP50976 Amendment 1

FOB: Destination

ESTIMATED COST

ACRN AB

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 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 from (b)(4)
SUBCLIN 001501:
Funding on SUBCLIN 001501 is initiated as follows:
ACRN: AB
.CIN: 000000000000000000000000000000000000
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:

ALLOTMENT OF FUNDS (MAY 2005) G-06

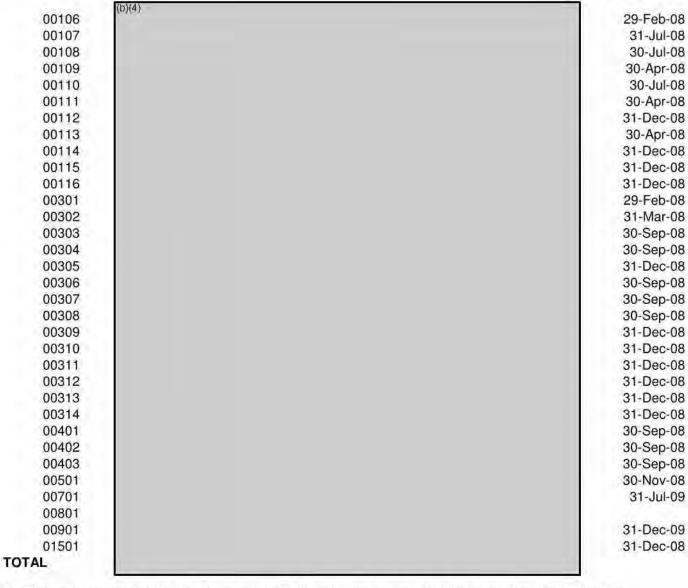
Pursuant to FAR 52,232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101 00102 00103 00104 00105	(b)(4)				29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08



- (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.

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	NTRACT CONTRACTID CODE 1			PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 09-Dec-2008	4. REQUISITION/PURCHASE REQ. NO, SEE SCHEDULE			5. PROJEC	(NO.(Ifapplicable)
6. ISSUED.BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY(Ifother than, item 6) See Item 6		СО	DE	
NAME AND ADDRESS OF CONTRACT O RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			×	9B. DATED (\$ 10A. MOD. OI N00024-07-C- 10B. DATED	EE ITEM I CONTRAC 6119	CT/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIC	-	Transpersion and the second		_
Offer must acknowledge receipt of this amendment [(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED.AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes, reference to 10, 10, 10, 10, 10, 10, 10, 10, 10, 10,	copies of the amendax a reference to the solicitation THE RECEIPT OF OFFERS anendment you desire to ch he solicitation, and this amer	ent; (b) By acknowledging receipt of this amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	ont of	reach copy.of the o NOWLEDGMENT AY RESULT IN de by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)					
	DIFIES THE CONTRA	TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITE authority) THE CHANGES SET FORTH	EM	14.	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMENT X D. OTHER (Specify type of modification a	RTH IN ITEM 14, PUI IS ENTERED INTO P	RSUANT TO THE AUTHORITY OF FAI			as changes	n paying
Unilateral pursuant to FAR 52.232-22 "Lin						
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: The purpose of this modification is to provide Funds Clause pursuant to FAR 52.232-22. Except as provided herein, all other terms a	9586 e incremental funding 'Limitation of Funds" by	to the amount of (b)(4) and upon (b)(4) from (b)(4)	date to	Section G.6.4		
March Co. Co. No. Co. Co. Co. Co. Co. Co. Co. Co. Co. C		NA CONTRACTOR OF THE PARTY OF T		- AV - AV -		
Except as provided herein, all tenns and conditions of th 15A. NAME AND TITLE OF SIGNER (Type		19A or 10A, as heretolore changed, remains unchan 16A, NAME AND TITLE OF CO (b)(6) TEL: (b)(6)	-			or print)
15B. CONTRACTOR/OFFEROR	15C, DATE SIGNE		ВIC	27/11/2		OP-Dec-2008
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Compacting On 30-105-04	псе			ORM 30 (Rev. 10-82

SECTION SF.30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

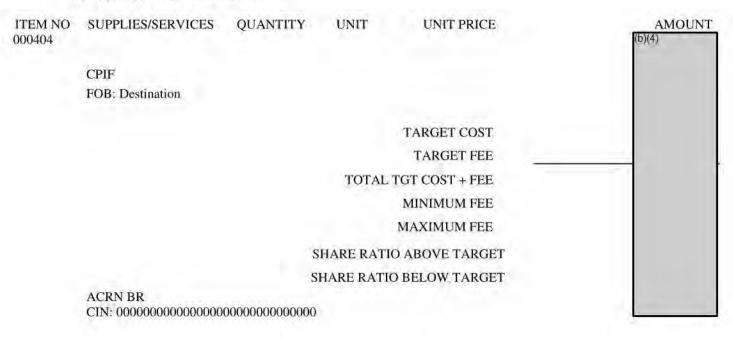
SUBCLIN 000117 is added as follows:

ITEM NO 000117	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT (b)(4)
	CPIF				
	FOB: Destination				
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATI	O ABOVE TARGET	
		S	HARE RATIO	O BELOW TARGET	
	ACRN BQ CIN: 0000000000000000000	0000000000000000			

SUBCLIN 000315 is added as follows:



SUBCLIN 000404 is added as follows:



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)
SUBCLIN 000117:
Funding on SUBCLIN 000117 is initiated as follows:
ACRN: BQ
CIN: 000000000000000000000000000000000000
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

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

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:

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	NCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101	(b)(4)				29-Feb-08
00101					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					2000
00901					31-Dec-09
01501					31-Dec-08
TOTAL					0.000
(b) The parties	contemplate that the Gove	ernment will allot	additional amounts to thi	s contract from time to	time for

(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 included in this allotment of funds clause.

AMENDMENT OF SOLICI 2. AMENDMENT/MODIFICATION NO.									
2 AMENDMENT/ACOMETCATION NO				V		1 3			
P00025	3. EFFECTIVE DATE 13-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO (Ifapplicable)			
6. ISSUED BY CODE	HQ0276	7. ADMINISTERED BY (Ifother than item	6]	co	DE S030	5A			
MISSILE DEPENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154		DCMA RAYTHEON TUSCON P.O. BOX 11337 MS JZ TUCSON AZ 85734-1337	CMA RAYTHEON TUSCON O. BOX 11397 MS J 2			CODE			
8. NAME AND ADDRESS OF CONTRACTO RAYTHEON MISSILE SYSTEMS COMPANY	R (No., Street, County,	State and Zip Code)	T	9A. AMENDM	ENT OF SO	LICITATION NO			
IISI E, HERMANS RD. TUCSON AZ 85706-9357				9B. DATED (S	EE ITEM (1)			
			×	10A, MOD, OF N00024-07-C-6	6119	711.001151			
			1	10B. DATED	(SEE ITEM	13)			
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOI		14-May-2007	*				
The above numbered solicitation is anended as set				is extended.	is not exter				
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER, If by virtue of this provided each telegramor letter makes refrence to to 12. ACCOUNTING AND APPROPRIATION	amendment you desire to ch be solicitation and this amen	ange an offer already submitted, such change m	y be m	de by telegramor le	tter,				
12. ACCOUNTING AND APPROPRIATION	DATA (II required)								
		TO MODIFICATIONS OF CONTRAC							
IT MO A. THIS CHANGE ORDER IS ISSUED PUR		CT/ORDER NO. AS DESCRIBED IN I	-						
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO	RTH IN ITEM 14, PUF	RSUANT TO THE AUTHORITY OF F			as changes i	n paying			
C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification as		CIDERAT TO ASTRONAL LOT.							
C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification at Bilateral -Minual Agreement between part	nd authority)	CIGGRATI TO ACTION TO I.							
D. OTHER (Specify type of modification as Bilateral -M. Martinal Agreement between part E. IMPORTANT: Contractor is not.	nd authority) ies X is required to significant to	gn this document and return		pies to the issuin	97.440.49				
D. OTHER (Specify type of modification at Bilateral -Millual Agreement belw een part	id authority) les X is required to si IFICATION (Organized 09705 A- DO 1423, Attachment ment Furnished Equipment	gn this document and return of by UCF section headings, including so ont 2 - CDPL Distribution List, Attachme ent and Attachment 16 - Shipping Inst	licitat	ion/contract subj	ect matter				
D. OTHER (Specify type of modification as Bilateral - Mutual Agreement between part E. IMPORT ANT: Contractor is not. 14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) This Modification is issued to revise Exhibit. Program Schedule, Attachment 9 - Governi Except as provided herein, the terms and control type of the terms and conditions of the terms and conditions of the type of the terms and conditions of the type of type of the type of type	id authority) ies X is required to signification (Organized) 09705 A- DD 1423, Attachment Furnished Equipment furnished equip	gn this document and return d by UCF section headings, including so nt 2 - CDRL Distribution List, Attachme nent and Attachment 16 - Shipping inst nged and in full force and elfect,	licitat	ion/contract subj DO 254, Attach n Data.	ment 6 -				
D. OTHER (Specify type of modification as Bilateral -Minual Agreement between part E. IMPORTANT: Contractor is not. 14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) This Modification is issued to revise Exhibit Program Schedule, Attachment 9 - Government	id authority) les X is required to signification (Organized O9705 A- DO 1423, Attachment Furnished Equipment Furnished Equipment outditions remain unchains adocument referenced in Item	gn this document and return d by UCF section headings, including so nt 2 • COPL Distribution List, Attachme ent and Attachment 16 - Shipping inst inged and in full force and elfect, 19A or 10A, as heretolore changed, remains une (b)(6)	licitat	ion/contract subj DO 254, Attach n Data.	ment 6 -				
D. OTHER (Specify type of modification as Bilateral - Matual Agreement between part E. IMPORT ANT: Contractor is not. 14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) This Modification is issued to revise Exhibit. Program Schedule, Attachment 9 - Governing Except as provided herein, the terms and control terms and control terms and control terms.	is required to signification (Organized O9705 A- DO 1423, Attachment Furnished Equipment furnished Equipment outditions remain unchain and the original orig	gn this document and return of by UCF section headings, including so ant 2 - CDPL Distribution List, Attachme ent and Attachment 16 - Shipping Inst unged and in full force and effect, and or 10A, as heretolore changed, remains une (b)(6)	licitat	ion/contract subj DO 254, Attach n Data.	ment 6 -	122/09			
D. OTHER (Specify type of modification as Bilateral - Mutual Agreement between part E. IMPORTANT: Contractor is not. 14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: (b)(6) This Modification is issued to revise Exhibit. Program Schedule, Attachment 9 - Governi Except as provided herein, the terms and control terms are controlled to the control of the terms and controlled the controlled terms.	is required to signification (Organized O9705 A- DO 1423, Attachment Furnished Equipment furnished Equipment outditions remain unchain and the original orig	gn this document and return d by UCF section headings, including so nt 2 • COPL Distribution List, Attachme ent and Attachment 16 - Shipping inst inged and in full force and elfect, 19A or 10A, as heretolore changed, remains une (b)(6)	licitat	ion/contract subj DO 254, Attach n Data.	rent 6 -	/22/09 DRM 30 (Rev. 10- SA			

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
В	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 -		

Page 3 of 3

	18E – Aerojet DD2794		
19	FMS SM-3 Blk IA Configuration	March 2006	2
20	Intentionally Left Blank		
2,1	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 SOLICIT	CATION/MODII	FICATION OF CONTRAC	Г	L.CONTRACT V	ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 02-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		Ţ	5, PROJECT	NO.(Ifapplicable)
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item of DCMA RAYTHEON TUSCON P.O. BOX 11337 MS J.2 TUCSON AZ 85734-1337	5)	co	DE S030	5A
NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367	(No., Street, County,	State and Zip Code)		9B. DATED (S	EE ITEM I	27
CODE 15090	FACILITY CO	DE	×	10B. DATED		T/ORDER NO.
		APPLIES TO AMENDMENTS OF SOL	ICIT			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER, If by virtue of this provided each telegramor letter makes reference to the provided of the provided each telegramor letter makes reference to the provided each telegramor lette	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch e solicitation and this amen	and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change ma	R ACK! ED MA y be ma	NOWLEDGMENT Y RESULTIN de by telegramor let	TO BE	
See Schedule	MIM (II required)					
		TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN I				
A. THIS CHANGE ORDER IS ISSUED PUR: CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT	SUANT, TO: (Specify and American Company)	authority) THE CHANGES SET FORT. O TO REFLECT THE ADMINISTRAT	H IN I	TEM 14 ARE M		
office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification an	IS ENTERED INTO P		'AR 43	.103(B).		
FAR 52.232-22 Limitation of Funds IMPORTANT: Contractor is not,	is required to si	gn this document and return	cor	oies to the issuin	v office	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.)	09976 ride incremental fundir 32-22, Limitation of Fu	ng in the amount of (b)(4) or one of the clause.	r CLIN	0007 under AR		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type of 15B. CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF C (b)(6) TEL: (b)(6)	CONTI		CER (Type	or print) C. DATE SIGNED
(Construe of warrant such that I to all	-	<u>BY</u>			(2-Feb-2009
(Signature of person authorized to sign) EXCEPTION TO SF 30	1	30.105.04	mice		ANDARD E	ORM 30 (Rev. 10-8
APPROVED BY OIRM 11-84		30-105-04		Pre	scribed by G R (48 CFR)	SA

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 000702 is added as follows:

ITEM NO 000702	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT (b)(4)
0007.02	Incremental Funding for CLIN 0007		
	CPIF		
	Funding for SLIN 000702		
	FOB: Destination		
	PURCHASE REQUEST NUMBER: N0002409MP503	94	
		TARGET COOT	
		TARGET COST	
		TARGET FEE	
	TOTAL	L TGT COST + FEE	Y
		MINIMUM FEE	
		MAXIMUM FEE	
	SHARE RAT	ΓΙΟ ABOVE TARGET	
	SHARE RAT	TIO BELOW TARGET	
	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) HQ0276

(b)(6)

17211 AVENUE D SUITE 160
DAHLGREN 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 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:

1. 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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED T	O INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
00101 00102 00103 00104 00105 00106 00107 00108 00109 00110 00111 00112 00113 00114 00115 00116 00117 00301 00302 00303 00304 00305 00306 00307 00308 00309 00310 00311 00312 00313 00314 00315 00314 00315 00401 00402 00403 00404 00501 00702					
00901 01501 TOTAL					31-Dec-09 31-Dec-08

- (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.	

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	Γ	1.CONTRACT	07755	PAGE OF P
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 30-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			S. PROJECT	NO.(Ifapplicable
ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (If other than item 6 DCMARAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S 04 TUCSON AZ 85734-1337)	- COI	DE S030	5A
NAME AND ADDRESS OF CONTRACTOR RAYTHEON MISSILE SYSTEMS COMPANY	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION
1151 E. HERMANS RD. TUCSON AZ 65706-9367			71	9B, DATED (SI		
			х	10A. MOD. OF N00024-07-C-6 10B. DATED (
DDE 15090	FACILITY CO	ne.	x	14-May-2007	acc II ca	13)
		APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS		
REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the ACCOUNTING AND APPROPRIATION I	e solicitation and this amon				ter,	-
		TO MODIFICATIONS OF CONTRACT		Control of the contro		
A, THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT						
office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL ACREEMENT D. OTHER (Specify type of modification an	TH IN ITEM 14, PUI IS ENTERED INTO P d authority)	RSUANT TO THE AUTHORITY OF FA			in Changes I	
Bilateral pursuant to mutual agreement of p		- ship dearment and estimate	- 1	alanta de tanta		
IMPORTANT: Contractor is not,		gn this document and return 1	C 120.1	pies to the issuin	1,000	
4. DESCRIPTION OF AMENDMENT/MODIT where feasible.) Modification Control Number: The purpose of this modification is to extend Manufacturing Components from January 3 Except as provided herein, all other terms are	91093 the period of perform 1, 2009 to March 20, 2	rance for CLIN 9013 US Manufacturing 2009 at no additional cost to the Govern	Com	ponents and CL		5
expe as provided herein, all terms and conditions of the	document referenced in Iteo	n9A or 10A, as heretofore changed, remnins unch	ange	and in full force and	efect.	- 6-

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0013 has been changed from:

POP 18-AUG-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276
31-JAN-2009 17211 AVENUE D SUITE 160
DAHLGREN VA 22448-5154
(b)(6)
FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 18-AUG-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276
20-MAR-2009

MISSILE DEFENSE AGENCY (MDA) HQ0276

DAHI GREN VA 22448-5154

(b)(6)
FOB: Destination

The following Delivery Schedule item for SUBCLIN 001301 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 18-AUG-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276
31-JAN-2009 17211 AVENUE D SUITE 160
DALI CREM VA 22448-5154
FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 18-AUG-2008 TO N/A MISSILE DEFENSE AGENCY (MDA) HQ0276

(b)(6)

T72TT AVENUE D SUITE 160

DAHLGREN VA 22448-5154

(b)(6)

FOB: Destination

Page 3 of 3

The following Delivery Schedule item for CLIN 0014 has been changed from:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

HQ0276

POP 18-AUG-2008 TO

31-JAN-2009

· N/A

MISSILE DEFENSE AGENCY (MDA)

0)(6)

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Destination

To:

DELIVERY DATE

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO

20-MAR-2009

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160

DALTI CREM YA 22448-5154

FOB: Destination

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)

HQ0276

17211 AVENUE D SUITE 160 DAHI GREN VA 22448-5154 (b)(6)

FOB: Destination

To:

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

UIC

POP 18-AUG-2008 TO 20-MAR-2009

N/A

MISSILE DEFENSE AGENCY (MDA)

HQ0276

17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154

FOB: Destination

AMENDMENT OF SOLIC	ITATION/MODI	FICATION OF CONTRACT		L.CONTRACT	ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00028	3.EFFECTIVE.DATE 04-Mar-2009	4. REQUISITION/PURCHASE REQ. NO, SEE SCHEDULE			5, PROJEC	TNO.(lfapplicable)
6. ISSUED.BY CODE MISSILE DEFENSE AGENCY.(MDA) 17211.AVENUE D.SUITE 160 DAHLGREN VA 22448-5154	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		CO	DE S03	05A
8. NAME AND ADDRESS OF CONTRACT RAYTHEON MISSILE SYSTEMS COMPANY 1151.E, HERMANS.RD. TUGSON AZ 85706-9367	OR (No., Street, County,		×	9B. DATED (\$ 10A. MOD. OI N00024-07-C- 10B. DATED	EE ITEM CONTRA 6119	CT/ORDER NO.
10000		APPLIES TO AMENDMENTS OF SOLIC	CIT			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER, If by virtue of the ACT of the place of the plac	copies of the amendments a reference to the solicitation of THE RECEIPT OF OFFERS his amendment you desire to ch	ecilied in the solicitation or as amended by one of the ent; (b) By acknowledging receipt of this amendment numbers. FAILURE OF YOUR AS PRIOR TO THE HOUR AND DATE SPECIFIED range, an offer already submitted, such change may be adment, and is received prior to the opening hour a	ent o ACK D. M./ De, m	n each copy of the o NOWLEDGMENT AY RESULT IN. ade by telegramor le	TO BE	
2. ACCOUNTING AND APPROPRIATION See Schedule	N DATA (If required)					
		TO MODIFICATIONS OF CONTRACT:				
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 1 B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET F	0A. CT/ORDER IS MODIFIEI		VE (CHANGES (such		
C. THIS SUPPLEMENTAL AGREEMEN				5,105(b).		
D. OTHER (Specify type of modification FAR 52.232-22 Limitation of Funds	and authority)					
E. IMPORTANT: Contractor X is not	, is required to si	gn this document and return	co	pies to the issuir	g office.	
14. DESCRIPTION OF AMENDMENT/MO where feasible.) Modification Control Number: See page 2 for Summary of Changes.	091164					
Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Typ		16A NAME AND TITLE OF CO	_	the state of the s		e or print)
THE OF GROWING (Type	zake komet	(b)(6) TEL: (b)(6)		EMAIL: (b)(6)		Kinny)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. LINITED STATES OF AME (b)(6)	RIC			6C. DATE SIGNED 04-Mar-2009
(Signature of person authorized to sign)		(Signature of Contracting Of	fice			Albert Abel Mary
EXCEPTION TO SF 30		30-105-04		ST	ANDARD I	FORM 30 (Rev. 10-8

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 000316	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	(b)(4)
000510	Procurement Funding for	CLIN 0003			
	CPIF				
	Procurement Funding for	SM-3 Block IA N	lissiles.		
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: AB9S	CD93356		
				and the second second	
				TARGET COST	
				TARGET FEE	
			TOTAL	TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
		S	HARE RATIO	O ABOVE TARGET	
*		S	HARE RATIO	D BELOW TARGET	
	ACRN BT	1			

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)
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:

1. 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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
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 000311					31-Dec-08 31-Dec-08
000311					31-Dec-08
000312					31-Dec-08
000313					31-Dec-08
000314					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					69,690,68
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.	

AMENDMENT OF SOLICI	TATION/MODI	TION/MODIFICATION OF CONTRACT			ID CODE	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 applicab		
6. ISSUED BY CODE MISSILE DEFENSE AGENCY.(MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		со	DE S030	05A
NAME AND ADDRESS OF CONTRACT OF RAYTHEON MISSILE SYSTEMS COMPANY 1151 E, HERMANS RD. TUCSON AZ 85706-9367	OR (No., Street, County,		×	9B. DATED (S 10A. MOD. OF N00024-07-C- 10B. DATED	EE ITEM I CONTRA 6119	CT/ORDER NO.
CODE 15090	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLIC	X 14-May-2007			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the	prior to the hour and date spe copies of the amendax s a reference to the solicitation R. THE RECEIPT OF OFFERS is amendment you desire to ch	cified in the solicitation or as amended by one of th	CK MA	n each copy of the of NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE	
12. ACCOUNTING AND APPROPRIATION See Schedule			7.00			
13. THIS		TO MODIFICATIONS OF CONTRACTS				
A, THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	RSUANT TO: (Specify		-		MADE, IN T	HE
B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FC C. THIS SUPPLEMENTAL AGREEMENT	ORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FAI			as changes	in paying
X D. OTHER (Specify type of modification a FAR 52.232-22, Limitation of Funds	and authority)					
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	co	pies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: (b)(6) The purpose of this modification is to: (1) F B of the contract, in the amount of (b)(4) Allotment of Funds Clause (52.232-22 Lim Except as provided herein, all other terms and conditions of the contract of the c	91411 Provide earned incentive for CLIN 0015 (Incentive Incentive	fee in accordance with the "Cost Plus Interest Fee) under ACRN BQ (SubCLIN 00 ontract remain unchanged and in full forces and the second secon	nce)15	entive Fee Sche (02); and (2) Upo and effect.	dule" in sec date MDA C	3-06
15A. NAME AND TITLE OF SIGNER (Type	or print)	(b)(6)	NT	RACTING OFFI	CER (Type	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	(b)(6)	İC	EMAIL; (b)(6)		SC. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Off	ice	er)	-	24-Mar-2009
EXCEPTION TO SF 30		30-105-04		ST	ANDARD F	ORM 30 (Rev. 10-83

SUMMARY OF CHANGES

Increase: (b)(4)

SECT	TION A - SOLICITATION/O	CONTRACT FORM				
The t	otal cost of this contract was	increased by (b)(4)	from (b))(4)	to (b)(4)	
SECT	TION B - SUPPLIES OR SE	RVICES AND PRIC	CES			
The e	1 0015 estimated/max cost has increa		from (b)(4)	to (b)	(4) t((b)(4)	
	otal cost of this line item has		Irom W	5)(4)	IC S	
	SUBCLIN 001502 is added a	is follows:				
ITEM NO 001502	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRIC	Œ	AMOUNT (b)(4)
Consta	Scedule Incentive Fee Earn COST	ned				
	Incentive Fee earned for do with the "Cost Plus Incenti- Attachment 6.					
	FOB: Destination					
	PURCHASE REQUEST N	NUMBER: AB9SCD	91367			
			I	ESTIMATED	COST	
	ACRN BQ CIN: AB9SCD913670001					
SEC	ΓΙΟΝ G - CONTRACT ADM	MINISTRATION DA	ATA			
Acco	unting and Appropriation					
Sum	mary for the Payment Office					
from	As a result of this modification (b)(4) to (b)(4)	on, the total funded a	amount for this	document wa	s increased by (b)(4)
	CLIN 001502: ing on SUBCLIN 001502 is	initiated as follows:				
	ACRN: BQ					
	CIN: AB9SCD913670001					
	Acetng Data: 9790400.2520	9 BM 2520 4060389	92C00 255Y S1	2135 MD9B	209C0C1367 92032	8

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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	NCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101 000102 000103 000104 000105 000106 000107 000108 000109 000110 000111 000112 000113 000114 000115 000116			GPIF	AWANDED	29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 29-Feb-08 31-Jul-08 30-Jul-08 30-Apr-08 31-Dec-08 31-Dec-08 31-Dec-08 31-Dec-08 31-Dec-08
000301 000302 000303 000304 000305 000306 000307 000308 000309 000310 000311 000312 000313 000314 000315					29-Feb-08 31-Mar-08 30-Sep-08 30-Sep-08 31-Dec-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 31-Dec-08
000401 000402 000403 000404 000501 000701 000702 000801 000901 001501 001502					30-Sep-08 30-Sep-08 30-Sep-08 31-Mar-09 30-Nov-08 31-Jul-09 30-Sep-09 31-Dec-09 31-Dec-08 31-Jun-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.	

AMENDMENT OF SOLICIT	FICATION OF CONTRACT		L CONTRACTID CODE V		PAGE OF PAGE	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		1	5. PROJECT	NO.(Ifapplicable)
P00030	13-Apr-2009	SEE SCHEDULE				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
6. ISSUED BY CODE MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D. SUITE 160 DAHLGREN, VA 22448-5154	HQ0276	7. ADMINISTERED BY (Ifother than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		COL	DE S030	5A
8. NAME AND ADDRESS OF CONTRACT OR RAYTHEON MISSILE SYSTEMS COMPANY 1151,E. HERMANS RD. TUCSON AZ 85706-9367 CODE 15090			X	9A. AMENDMI 9B. DATED (SE 10A. MOD. OF N00024-07-C-6 10B. DATED (14-May-2007	EE ITEM I CONTRAC	T/ORDER NO.
	THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLIC	- 1			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION IS See Schedule	reference to the solicitation THE RECEIPT OF OFFERS amendment you desire to ch e solicitation and this amen	and anendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may b	ACKN D. MA De mad	OWLEDGMENT I Y.RESULT IN. de by telegramor let	O BE	
A TO CO	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	S/OR	DERS.		
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	SUANT TO: (Specify.) ORDER IS MODIFIED	O TO REFLECT THE ADMINISTRATIV	IN I	TEM 14 ARE M		
C. THIS SUPPLEMENT AL AGREEMENT I D. OTHER (Specify type of modification and FAR 52.232-22, Limitation of Funds	Day 21 Sharet St. F. F.	URSUANT TO AUTHORITY OF:				
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	cop	ies to the issuing	office.	
I4. DESCRIPTION OF AMENDMENT/MODII where feasible.) Modification Control Number: The purpose of this modification is to: (1) Pr B of the contract, in the amount of (b)(4) G-06 Allotment of Funds Clause (52.232-22) Except as provided herein, all other terms an	091708 ovide earned incentive for CLIN 0015 (I) Limitation of Funds.	e fee in accordance with the "Cost Plus ncentive Fee) under ACRN BQ (SubCLII	Ince N 00	entive Fee Scher 1502); and (2) U	dule" in sec	
Except as provided herein, all terms and conditions of the	document referenced in Item	19A or 10A, as heretofore changed, remains unchar	iged a	and in full force and	effect.	
15A. NAME AND TITLE OF SIGNER (Type of	or print)	(b)(6) TEL: (b)(6)	NTF	RACTING OFFICE	CER (Type	or print)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	The state of the s	RICA		16	C. DATE SIGNED
(Signature of person authorized to sign)	_	(Signature of Contracting Of			1	3-Apr-2009

FAR (48 CFR) 53.243

SUMMARY OF CHANGES

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)	(b)(4)
The total cost of this line item has increased by (b)(4)	fron (b)(4)	to (b)(4)
SECTION G - CONTRACT ADMINISTRATION DATA		
Accounting and Appropriation		

Summary for the Payment Office

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

SUBCLIN 001502:

BO: 9790400.2520 9 BM 2520 40603892C00 253	5Y S12135 MD9B20	9C0C1367 920328	(CIN
BQ: 9790400.2520 9 BM 2520 40603892C00 25 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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	PERIOD OF
	PERFORMANCE				PERFORMANCE
000101	(b)(4)			-	29-Feb-08
000102	7.00				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 000402					30-Sep-08
000403					30-Sep-08
000404					30-Sep-08 31-Mar-09
000501					30-Nov-08
000301					31-Jul-09
000701					30-Sep-09
000702					30-36h-09
000901					31-Dec-09
001501					31-Dec-08
001502					31-Apr-09
TOTAL					31-Api-03

- (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 t	his allotment of funds clause.		