

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A2		PAGE OF PAGES 1 54			
2. CONTRACT NO. HQ0147-12-C-0005-P00021		3. SOLICITATION NO.		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NO. SEE SCHEDULE			
7. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001				CODE HQ0147		8. ADDRESS OFFER TO (If other than Item 7) See Item 7					
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)											
CAUTION: - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS			
11. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION			
PART I - THE SCHEDULE						PART II - CONTRACT CLAUSES					
	A	SOLICITATION/ CONTRACT FORM					I	CONTRACT CLAUSES			
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
	C	DESCRIPTION/ SPECS./ WORK STATEMENT					J	LIST OF ATTACHMENTS			
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS					
	E	INSPECTION AND ACCEPTANCE					K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
	F	DELIVERIES OR PERFORMANCE					L	INSTRS, CONDS., AND NOTICES TO OFFERORS			
	G	CONTRACT ADMINISTRATION DATA					M	EVALUATION FACTORS FOR AWARD			
	H	SPECIAL CONTRACT REQUIREMENTS									
OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE 3W1D7		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
RAYTHEON COMPANY 225 PRESIDENTIAL WAY WOBURN MA 01801-1060											
15B. TELEPHONE NO (Include area code) 978-440-1345				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE				18. OFFER DATE	
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$653,050,887.00		21. ACCOUNTING AND APPROPRIATION See Schedule					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(.....) <input type="checkbox"/> 41 U.S.C. 253(c)(.....)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7) DCMA RAYTHEON INTEGRATED DEFENSE SYSTEMS 50 APPLE HILL DR. TEWKSBURY MA 01876-1198				CODE S2205A		25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266				CODE HQ0337	
26. NAME OF CONTRACTING OFFICER (Type or print) (b)(6)						(b)(6)				28. AWARD DATE 18-Jan-2012	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FMS AN/TPY-2 Radars FFP FMS Radars #1 and #2 LOA line item 0007. P0004 increases funding by (b)(4) via MIPR2UAFMDA07A-01 up to the UCA limitation of P0006 recognizes the production scope transferred from the (b)(5) Contract to this contract. Per Raytheon letter THAADFMS-2012-027 dated 06/18/12 (included in section J - Attachment 4), the transfer of this effort will be absorbed within the current CLIN 0001 NTE Value under this contract. Mod PZ0001 definitizes CLIN 0001 for the amount of (b)(4) P00017 increase the value and funds CLIN 0001 by (b)(4) for costs associated with the Award of CLIN 0006 Unclassified Spares and CLIN 0007 Sensitive Spares. P00020 awards the REA for S/W Database Update (Threat Database) at (b)(4) for cost associated with this award. P00021 awards the Kingpin Adapter change in the amount of (b)(4) This effort is part of the FMS case requirement for the radars to be compatible with the M983A4 prime movers. FOB: Destination	2	Each	(b)(4)	(b)(4)

NET AMT

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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000101

(b)(4)

Funding for CLIN 0001

FFP

Funding via MIPR2UAFMDA07A - Requisition BAE02513619002

P0004 funding via MIPR2UAFMDA07A-01 - Requisition #BAE02513619002

P0007 funds added via MIPR2UAFMDA07A PR modification.

MIPR2UAFMDA07A-02. P0009 adds funding in the amount of (b)(4) via

MIPR2UAFMDA07A-01, Requisition BAE02513619002. P00017 increases

funding for CLIN 0001 in the amount of (b)(4) via PR Modification

MIPR2UAFMDA07A-0005 for cost associated with the award of CLIN 0006 &

CLIN 0007. P00020 adds funding in the amount of (b)(4) via PR Modification

MIPR2UAFMDA07A-0006 for the award of the REA for the Software Database

Update (Threat Database). P00021 adds funding in the amount of (b)(4) via

PR Modification MIPR2UAFMDA07A-0007 for the award of the Kingpin

Adapter.

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR2UAFMDA07A

NET AMT

(b)(4)

ACRN AA

(b)(4)

CIN: MIPR2UAFMDA07A0001

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

1

Lot

(b)(4)

(b)(4)

Production Capacity

FFP

LOA line item 008 - Modification P0001 added initial funding to this line in the

amount of (b)(4) Modification P0003 added funding up to UCA limitation

in the amount of (b)(4) Mod PZ0001 definitizes CLIN 0002 for the amount

of (b)(4)

FOB: Origin

NET AMT

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					(b)(4)

Funding for CLIN 0002

FFP

Funding via MIPR2UAFMDA08A - Case Identifier AE-B-UAF - Requisition # BAE0451361Y002. P0007 funds added via MIPR2UAFMDA08A; PR

Modification MIPR2UAFMDA08A-03. P0009 adds funding in the amount of

(b)(4) via MIPR2UAFMDA08A-01. Requisition BAE0451361Y002.

P00012 adds funding in the amount of (b)(4) via MIPR2UAFMDA08A-01.

P00013 adds funding in the amount of (b)(4) via MIPR2UAFMDA08A-01.

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR2UAFMDA08A

NET AMT

(b)(4)

ACRN AB

CIN: MIPR2UAFMDA08A0001

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Processor Upgrade CPIF LOA line item 008. P0004 increases funding by (b)(4) via MIPR2UAFMDA08B-01 up to the UCA limitation of (b)(4) P00011 increased funding for this CLIN by (b)(4) via MIPR2UAFMDA08B-01. Mod PZ0001 definitizes CLIN 0003 for the amount of (b)(4) FOB: Origin	1	Lot		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					(b)(4)

Funding for CLIN 0003

CPIF

Funding via MIPR2UAFMDA08B

P0004 funding via MIPR2UAFMDA08B-01. Requisition # BAE0451361Y002.

P00011 increased funding for this CLIN by (b)(4) via

MIPR2UAFMDA08B-01. P00012 adds funding in the amount of (b)(4) via MIPR2UAFMDA08B-01.

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR2UAFMDA08B

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN AC

CIN: MIPR2UAFMDA08B0001

(b)(4)

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		(b)(4)

Software Updates

CPIF

LOA Line Item 8 - Mod PZ0001 awards CLIN 0004 for amount of (b)(4)
P00020 awards the REA for Software Database Update (Threat Database) in the
amount of (b)(4) for CLIN 0004.

FOB: Origin

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401					(b)(4)

Funding for CLIN 0004

CPIF

Funding for CLIN 0004 - P00020 adds funding to CLIN 0004 via
MIPR2UAFMDA08C-0001 in the amount of (b)(4) for the award of the REA
for Software Database Update (Threat Database).

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR2UAFMDA08C

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

(b)(4)

ACRN AE

CIN: MIPR2UAFMDA08C0001

(b)(4)

FSC CD: AC24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Modification Kits FFP LOA Line Item 9 - P0005 adds funding in the amount of (b)(4) P0009 adds funding in the amount of (b)(4) P00012 adds funding in the amount of (b)(4) PZ0001 definitizes CLIN 0005 for the amount of (b)(4) FOB: Destination	2	Each	(b)(4)	(b)(4)
NET AMT					(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	Funding for CLIN 0005 FFP P0005 - Funding added to CLIN 0005 for Raytheon to purchase some circuit boards via a consolidated procurement of material in order to gain cost efficiencies of approximately (b)(4) P0009 adds funding in the amount of (b)(4) via MIPR2UAFMDA09C-01, Requisition BAE0451361Y003. P00012 adds funding in the amount of (b)(4) via MIPR2UAFMDA09C-01. FOB: Destination				(b)(4)
NET AMT					(b)(4)
ACRN AD CIN: MIPR2UAFMDA09C0001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		2	Lot	(b)(4)	(b)(4)

Radar Spares - Unclassified

FFP

LOA Line Item 10 - Spares per LOA attachment #2 - P00017 awards and funds CLIN 0006 in the amount of (b)(4) P00018 deletes the funding in subclin 000601 due to incorrect line of account and adds subclin 000602 funding in the amount of (b)(4) with the correct line of accounting (LOA).

FOB: Origin

NET AMT

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601					(b)(4)

Funding for CLIN 0006

FFP

Funding for CLIN 0006 in the amount of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR4UAFMDA10AREV1

NET AMT

(b)(4)

ACRN AH

CIN: MIPR4UAFMDA10AREV10001

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000602	Funding for CLIN 0006 FFP Correct Line of Accounting (LOA) for CLIN 0006 FOB: Destination PURCHASE REQUEST NUMBER: MIPR4UAFMDA10AR1				(b)(4)
				NET AMT	(b)(4)
	ACRN AL CIN: MIPR4UAFMDA10AR10001				(b)(4)
	FSC CD: AC24				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000603	Funding for CLIN 0006 FFP P00019 corrects the line of accounting for CLIN 0006 FOB: Destination PURCHASE REQUEST NUMBER: MIPR4UAFMDA10AR2				(b)(4)
				NET AMT	(b)(4)
	ACRN AN CIN: MIPR4UAFMDA10AR20001				(b)(4)
	FSC CD: AC24				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		2	Lot	(b)(4)	(b)(4)

Radar Spares - Sensitive

FFP

LOA Line Item 11 - Spares per LOA attachment #3 - P00017 awards and funds CLIN 0007 in the amount of (b)(4) P00018 deletes the funding in subclin 000701 due to incorrect line of account and adds subclin 000702 funding in the amount of (b)(4) with the correct line of accounting (LOA).

FOB: Origin

NET AMT

(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701				(b)(4)	(b)(4)

Funding for CLIN 0007

FFP

Funding for CLIN 0007 in the amount of (b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR4UAFMDA11A

NET AMT

(b)(4)

ACRN AJ

CIN: MIPR4UAFMDA11A0001

(b)(4)

FSC CD: 1285

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000702	Funding for CLIN 0007. FFP. Correct Line of Accounting (LOA) for CLIN 0007. FOB: Destination PURCHASE REQUEST NUMBER: MIPR4UAFMDA11AR1				(b)(4)
				NET AMT	(b)(4)
	ACRN AM CIN: MIPR4UAFMDA11AR10001				(b)(4)

FSC CD: AC24

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Radar Sustainment Services (US PoP). CPIF. LOA Line Item 13 - PZ0001 awards CLIN 0008 for the amount of (b)(4). P00016 adds funding to CLIN 0008 LOA Line 13 in the amount of (b)(4). and revises the start POP date from 02 Feb 2015 to 06 Dec 2013. P00018 deletes the funding in subclin 000801 due to incorrect line of account and adds subclin 000802 funding in the amount of (b)(4) with the correct line of accounting (LOA). FOB: Destination	1	Lot		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT.COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	(b)(4)
				SHARE RATIO BELOW TARGET	(b)(4)

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801	Funding for CLIN 0008 CPIF P00016 adds funding to CLIN 0008 LOA Line 13 in the amount of (b)(4) and revises the start POP date from 02 Feb 2015 to 06 Dec 2013. FOB: Destination PURCHASE REQUEST NUMBER: BAE0452089Y004				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	(b)(4)
				SHARE RATIO BELOW TARGET	(b)(4)
	ACRN AG CIN: BAE0452089Y0040008				(b)(4)

FSC CD: AC24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000802					(b)(4)

Funding for CLIN 0008

CPIF

P00018 deletes subclin 000801 due to incorrect line of accounting and add subclin 000802 with the correct line of accounting. Funding amount stays the same at

(b)(4)

FOB: Destination

PURCHASE REQUEST NUMBER: MIPR4UAFMDA13A

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN AK

CIN: MIPR4UAFMDA13A0001

FSC CD: AC24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot		(b)(4)

Radar Sustainment Services (UAE PoP)

CPIF

LOA Line Item 14 - PZ0001 awards CLIN 0009 for the amount of \$21,586,392.

FOB: Destination

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE

MAXIMUM FEE

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Radar Repair & Return CPFF	1	Lot		(b)(4)
LOA Line Item 15 - PZ0001 awards CLIN 0010 for the amount of					(b)(4)
FOB: Origin					
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Radar Technical Services CPFF	1	Lot		(b)(4)
LOA Line Item 16 - PZ0001 awards CLIN 0011 for the amount of					(b)(4)
P00015 revises the POP start date for this CLIN to August 8, 2013.					
FOB: Origin					
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001101	Funding for CLIN 0011 CPFF PZ0001 funds CLIN 0011 FOB: Destination PURCHASE REQUEST NUMBER: MIPR2UAFMDA16A				(b)(6)
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AF CIN: MIPR2UAFMDA16A0001				

FSC CD: AC24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	DATA for CLINS 0001-0011- NSP	1	Lot		NSP
	Not Separately Priced - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, complete listing provided in Section J as Exhibit A and Exhibit B. FOB: Destination				
				NET AMT	

FSC CD: 1285

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Engineering Technical Services CPFF SOW 3.17 - The contractor shall provide engineering services effort (e.g., trade studies, special studies, and support to the Government) for all radar components in support of the THAAD element. The Government will issue scope and funding through issuance of Technical Instructions which will be incorporated as required during the period of performance. FOB: Destination	1	Lot		(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

FSC CD: 1285

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor shall perform the work specified in the Statement of Objectives/ Statement of Work (SOO/SOW) or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.211-7006 Passive Radio Frequency Identification
252.223-7001 Hazard Warning Labels

SEP 2011
DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

c. MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to (specialist enter either COR or PCO or both as appropriate to the acquisition).

Missile Defense Agency, MDA/DACX

Attn: (b)(6)

5224 Martin Road, VBIII

Redstone Arsenal, Alabama

(b)(6)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	RAYTHEON COMPANY BLDG 900, 900 MESA RD, SOUTHBASE VANDENBURG CA 93437	Government
000101	N/A	N/A	N/A	N/A
0002	Origin	Government	RAYTHEON SYSTEMS COMPANY 350 LOWELL STREET ANDOVER MA 01810-0001	Government
000201	N/A	N/A	N/A	N/A
0003	Origin	Government	Origin	Government
000301	N/A	N/A	N/A	N/A
0004	Origin	Government	RAYTHEON SYSTEMS COMPANY 350 LOWELL STREET ANDOVER MA 01810-0001	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Origin	Government	RAYTHEON TECHNICAL SERVICES MATERIAL CONSOLIDATION POINT 22 COTTON RD STE B NASHUA NH 03063-0001	Government
000601	N/A	N/A	N/A	Government
000602	N/A	N/A	N/A	Government
000603	N/A	N/A	N/A	Government
0007	Origin	Government	RAYTHEON TECHNICAL SERVICES MATERIAL CONSOLIDATION POINT 22 COTTON RD STE B NASHUA NH 03063-0001	Government
000701	N/A	N/A	N/A	Government
000702	N/A	N/A	N/A	Government
0008	Destination	Government	Destination	Government
000801	N/A	N/A	N/A	Government
000802	N/A	N/A	N/A	Government
0009	Destination	Government	Destination	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
001101	N/A	N/A	N/A	N/A

0012	Destination	Government	Destination	Government
0013	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

Title	Date	Tailoring
SAE AS9100	2009	Rev C

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	(b)(4)	1	(b)(4) FOB: Destination	(b)(4)
0001	(b)(4)	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	(b)(4)
000101	N/A	N/A	N/A	N/A
0002	31-MAR-2015	1	RAYTHEON SYSTEMS COMPANY 350 LOWELL STREET ANDOVER MA 01810-0001 FOB: Origin	CL0PWN
000201	N/A	N/A	N/A	N/A
0003	31-MAR-2015		RAYTHEON SYSTEMS COMPANY 350 LOWELL STREET ANDOVER MA 01810-0001 FOB: Origin	CL0PWN
000301	N/A	N/A	N/A	N/A
0004	30-DEC-2015		RAYTHEON SYSTEMS COMPANY 350 LOWELL STREET ANDOVER MA 01810-0001 FOB: Origin	CL0PWN
000401	N/A	N/A	N/A	N/A
0005	(b)(4)	1	(b)(4) FOB: Destination	(b)(4)
0005	(b)(4)	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	(b)(4)
000501	N/A	N/A	N/A	N/A

(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
000601	N/A	N/A	N/A	N/A
000602	N/A	N/A	N/A	N/A
000603	N/A	N/A	N/A	N/A
0007	(b)(4)	2	(b)(4)	(b)(4)
			FOB: Origin	
000701	N/A	N/A	N/A	N/A
000702	N/A	N/A	N/A	N/A
0008	POP 06-DEC-2013 TO 31-AUG-2016	N/A	RAYTHEON COMPANY WSTF ATTN CLAWS PROJECT LC 38 BUILDING 23626 WHITE SANDS MSSLE RNG NM 88002- 9004 FOB: Destination	L00239
000801	N/A	N/A	N/A	N/A
000802	N/A	N/A	N/A	N/A
0009	POP 01-APR-2015 TO 28-SEP-2018	N/A	N/A FOB: Destination	
0010	POP 01-APR-2015 TO 28-SEP-2018	N/A	N/A FOB: Origin	
0011	POP 08-AUG-2013 TO 28-SEP-2018	N/A	N/A FOB: Origin	
001101	N/A	N/A	N/A	N/A
0012	POP 31-JAN-2012 TO 28-SEP-2018	N/A	MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 FOB: Destination	HQ0147
0013	POP 30-DEC-2011 TO 28-SEP-2018	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-2	Production Progress Reports	APR 1991
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	FEB 2006
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT**F-02 MILESTONE EVENTS (APR 2009)**

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

Note: See attachment 5 for Performance Based Payment Schedule

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97 11 X 8242 AEO1 6X 5L69 PUA007 EOR: 31EM S01021 MRRN: 5M2AE0251LQ902 CRN: MIPR2UAFMDA07A JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA07A0001 (b)(4)

AB: 97 11 X 8242 AEO1 6X 5L69 PUA008 EOR: 31EM S01021 MRRN: 5M2AE0451LQY02 CRN: MIPR2UAFMDA08A JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA08A0001 (b)(4)

AC: 97 11 X 8242 AEO1 6X 5L69 PUA008 EOR: 31EM S01021 MRRN: 5M2AE0451LQY02 CRN: MIPR2UAFMDA08B JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA08B0001 (b)(4)

AD: 97 11 X 8242 AEO1 6X 5L69 PUA009 EOR: 31EM S01021 MRRN: 5M2AE0451LQY03 CRN: MIPR2UAFMDA09C JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA09C0001 (b)(4)

AE: 97 11 X 8242 AEO1 6X 5L69 PUA008 EOR: 31EM S01021 MRRN: 5M2AE0451LQY02 CRN: MIPR2UAFMDA08C JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA08C0001 (b)(4)

AF: 97 11 8242 AEO1 6X 5L69 PUA016 EOR: 31EM S01021 MRRN: 5M2AE0452CSY06 CRN: MIPR2UAFMDA16A JONO:
AMOUNT: (b)(4)
CIN MIPR2UAFMDA16A0001 (b)(4)

AG: 97 11 X 8242 AEO1 6X 5L69 UAF013 31EM S01021
AMOUNT: (b)(4)
CIN BAE0452089Y0040008 (b)(4)

AH: 97 11 X 8242 AEO1 6X 5L69 UAF010 EOR 31EMS01021
AMOUNT: (b)(4)
CIN MIPR4UAFMDA10AREV10001 (b)(4)

AJ: 97 11 X 8242 AEO1 6X 5L69 UAF011 EOR 31E8 S01021
AMOUNT: (b)(4)
CIN MIPR4UAFMDA11A0001 (b)(4)

AK: 97 11 X 8242 AEO1 6X 5L69 UAF013 31EM S01021 MRRN: 5M2AE0452CSY04 CRN: MIPR4UAFMDA13A JONO: 45MA13
AMOUNT: (b)(4)
CIN MIPR4UAFMDA13A0001 (b)(4)

AL: 97 11 8242 AEO1 6X 5L69 UAF010 EOR: 31EM S01021 MRRN: 5M3AEK453CH905 CRN: MIPR4UAFMDA10A JONO: 35MA10
AMOUNT: (b)(4)
CIN MIPR4UAFMDA10AR10001 (b)(4)

AM: 97 11 X 8242 AEO1 6X 5L69 UAF011 EOR: 31E8 S01021 MRRN: 5M4AEK853CH906 CRN: MIPR4UAFMDA11A JONO: 45MXFP
AMOUNT: (b)(4)
CIN MIPR4UAFMDA11AR10001 (b)(4)

AN: 97 11 X 8242 AEO1 6X 5L69 UAF010 EOR: 31EM S01021 MRRN: 5M3AEK453CH905 CRN: MIPR4UAFMDA10A JONO: 35MA10
AMOUNT: (b)(4)
CIN MIPR4UAFMDA10AR20001 (b)(4)

CLAUSES INCORPORATED BY REFERENCE

252.204-0001 Line Item Specific: Single Funding
252.204-7006 Billing Instructions

SEP 2009

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT**G-01 CONTRACT ADMINISTRATION (MAY 2012)**

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

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

The Administrative Contracting Officer (ACO) is the approver of 2-in-1 Invoices for Services.

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

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

The COR under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACX

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

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

Name: (b)(6)

Organizational Code: MDA/DACX

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

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

P0005 updates G-05 to remove the requirement to include the Case Identifier and Requisition Number on the Invoices.

G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW – RECEIPT AND ACCEPTANCE (WAWF-RA) (SEP 2009)

a. Requirement for Electronic Payment Requests by WAWF-RA

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

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

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

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

5. The WAWF Training Links are located on the Internet at <http://www.wawftraining.com/> and on the 'live' site at <https://wawf.eb.mil> under "About WAWF".

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

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

b. Submission of Invoices under Fixed Price Type Contracts

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

OR

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

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

overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

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

G-11 PERFORMANCE-BASED PAYMENTS (APR 2011)

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

Section H - Special Contract Requirements

H-39**H-39 NOTIFICATION REQUIREMENTS FOR USE OF NONCOMMERCIAL TECHNICAL DATA HAVING LIMITED RIGHTS, AND/OR NONCOMMERCIAL COMPUTER SOFTWARE HAVING RESTRICTED RIGHTS (Oct 2011)**

When noncommercial technical data and/or noncommercial computer software is offered by a Contractor or a subcontractor for development and/or modification under the contract, and the development and/or modification of which may generate noncommercial technical data and/or noncommercial computer software having Government use limitations more restrictive than Government Purpose rights, the Contractor is required to notify, in writing, the appropriate Contracting Officer. The written notification shall request written approval from the Contracting Officer before any incorporation of Limited Rights technical data, or any incorporation of Restricted Rights computer software into the design of any systems, or development of any models/simulations thereof, and/or for inclusion in potential deliverables under the contract. The Contractor's written request shall include a rough order of magnitude (ROM) estimate to perform development under the contract, if the Limited Rights technical data or Restricted Rights computer software cannot be used as requested. If the Contracting Officer does not provide a decision within 60 days of the written request, the request is considered denied.

CLAUSES INCORPORATED BY REFERENCE

252.215-7002	Cost Estimating System Requirements
252.234-7002	Earned Value Management System

DEC 2012
MAY 2011

CLAUSES INCORPORATED BY FULL TEXT**H-08 PUBLIC RELEASE OF INFORMATION (APR 2009)**

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.
- c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).
 - (1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.
 - (2) The contractor shall complete Blocks 1, 2, 3 and 6 of Worksheet (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.

(3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Worksheet.

(4) The COR will forward the Worksheet with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.

(5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

d. The contractor shall submit the following to the COR at least 60 days in advance of the proposed release date:

(1) Security and Policy Review Worksheet and one (1) electronic copy of the material to be reviewed..

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

(c) Statement that the material has been reviewed and approved by officials of the contractor or the subcontractor, for public release, and

(d) The contract number.

e. The items submitted must be complete. Photographs shall have captions.

f. Outlines, rough drafts, marked-up copy (with handwritten notes), incorrect distribution statements, FOUO information, export controlled or ITAR information will not be accepted or cleared.

g. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

h. The MDA Director of Public Affairs (MDA/PA) is responsible for coordinating the public release review. MDA/PA will work directly with the COR if there are questions or concerns regarding submissions. MDA/PA will not work with contractors who have not gone through their COR.

i. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined in items a. through h. above.

j. Due to time and screening constraints, it is recommended that all "public release" packages submitted to MDA be forwarded by a commercial overnight delivery service, addressed as follows:

Missile Defense Agency/DACX

Attn (b)(6)

5224 Martin Road

VBIII (b)(6)

Redstone Arsenal, AL

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

H-11 MDA VISIT AUTHORIZATION PROCEDURES (Nov 2012)

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

For Visit Requests to the National Capital Region send to:

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

For Visit Requests to Huntsville, AL send to:

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

For Visit Requests to Colorado Springs, CO send to:

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

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

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

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

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

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

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

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

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

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

1. DISTRIBUTION STATEMENT F – Further dissemination only as directed by MDA/SN, December 2011, or higher DOD authority..

2. **WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25

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

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

CLAUSES INCORPORATED BY FULL TEXT

H-29 COMMERCIAL COMPUTER SOFTWARE LICENSE (Mar 2013)

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

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

CLAUSES INCORPORATED BY FULL TEXT

H-30 CONTRACTUAL TERMS & CONDITIONS (Jun 2010)

The terms and conditions herein constitute the entire contract and understanding of the parties and shall supersede all other communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. All proposal documentation including, but not limited to, red line contract terms and conditions, red line statements of work and/or ground rules and assumptions are hereby void and carry no force or affect as it pertains to the interpretation or operation of the language of the instant contract nor should such language be used to provide meaning to any of the terms or conditions contained herein.

CLAUSES INCORPORATED BY FULL TEXT

H-31 TECHNICAL COGNIZANCE (JUN 2011)

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

Name: (b)(6)

Phone:

E-mail:

b. Technical instruction, as defined in this clause is the process by which the progress of the Contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving plans; approving Contract Data Requirements List (CDRL) submissions; approving schedules for preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The Contractor agrees to accept technical instruction only in the form and procedure set forth herein below.

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

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

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

Name: (b)(6)

Phone:

E-Mail:

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding

any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

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

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

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

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

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

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

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

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

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

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

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

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of FnnDs for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	DEC 2012
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	DEC 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FEB 2012
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate II	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.216-26	Payments Of Allowable Costs Before Definitization	DEC 2002

52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.219-9	Small Business Subcontracting Plan	JAN 2011
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2011) Alternate II	OCT 2001
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2012
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
52.222-20	Walsh-Healey Public Contracts Act	OCT 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JUL 2012
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability Of Funds	APR 1984

52.232-22	Limitation Of Funds	APR 1984
52.232-23	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 2008
52.232-32	Performance-Based Payments	APR 2012
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-67	Submission Of Transportation Documents For Audit	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	MAY 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001

252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7003	Item Identification and Valuation	JUN 2011
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.216-7003	Economic Price Adjustment - Wage Rates or Material Prices Controlled by a Foreign Government	MAR 2012
252.217-7026	Identification of Sources of Supply	NOV 1995
252.217-7028	Over And Above Work	DEC 1991
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	MAR 2013
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	JUN 2012
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7027	Restrictions on Contingent Fees for Foreign Military Sales	APR 2003
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.225-7993 (Dev)	Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation)	JAN 2012
252.225-7994 (Dev)	Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (Deviation)	JAN 2012
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2012
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2012
252.227-7015	Technical Data--Commercial Items	DEC 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosre Restrictions	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011

252.227-7020	Rights In Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2012
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7001	Disposition Of Payment	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.234-7003	Notice of Cost and Software Data Reporting System	NOV 2010
252.234-7004	Cost and Software Data Reporting System.	NOV 2010
252.235-7003	Frequency Authorization	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2013
252.244-7001	Contractor Purchasing System Administration	JUN 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7001	Warranty Of Data	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010
252.251-7000	Ordering From Government Supply Sources	AUG 2012
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian

Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be ~~X~~ DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [(End of provision)]

52.216-10 INCENTIVE FEE (JUN 2011)

(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.

(1) 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.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by (b) cents for every dollar that the total allowable cost is less than the target cost or decreased by (b) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (b) percent or less than () percent of the target cost for CLINS 0003 and 0004. In no event shall the fee be greater than (b) percent or less than () percent of the target cost for CLINS 0008 and 0009.

(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)

52.223-7. NOTICE OF RADIOACTIVE MATERIALS. (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the

manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

() Yes () No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision).

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or

as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

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)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(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):

http://farsite.hill.af.mil/vffara.htm

[Insert one or more Internet addresses]

(End of clause)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign
Government

Description of Interest, Ownership Percentage, and
Identification of Foreign Government

(End of provision)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

ATTACHMENTS:

Attachment 1: Terminal High Altitude Area Defense (THAAD) Statement of Work (SOW) THAAD UAE FMS Radar dated December 13, 2013 – P00017 updates the SOW to add CLIN 0006 Unclassified Spares & CLIN 0007 Sensitive Spares scope. P00021 updates the SOW to include the scope for the award of the Kingpin Adapters in CLIN 0001 – Terminal High Altitude Area Defense (THAAD) Statement of Work (SOW) THAAD UAE FMS Radar dated March 6, 2014 .

Attachment 2: CDRLS - P0005 – update CDRLS A008, A034 and A036; P00016 – updates CDRLs A002, A008 and A0036.

Attachment 3: Updated Performance Based Payment Plan for UCA Period – P00002 - 3/21/12; P0007 adds updated interim Performance Based Payment Plan for UCA Period, dated 11/13/12; P00010 updates Interim PBP Plan for UCA period, dated 1/7/2013.

Attachment 4: Raytheon Letter THAADFMS-2012-027 dated 18 June 2012 – Transfer of Production (b)(5) scope to contract HQ0147-12-C-0005 via P0006. P00014 updates the Interim PBP Plan for the UCA period, dated 6/10/13.

Attachment 5: Performance Based Payment Plan dated June, 2013. P00017 adds the updated PBP Plan to include CLIN 0006 & CLIN 0007 PBP Milestones Events.

Attachment 6: Liquidation Plan for CLINs 0001, 0002, and 0005

Attachment 7: CLIN 0001 Sustainment SEPM 2 in 1 Invoice Plan

Attachment 8: DD254 for HQ0147-12-C-0005 – P0016 updates DD254 to Revision 1 dated 11-18-13

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TERMINAL HIGH ALTITUDE AREA DEFENSE (THAAD)
STATEMENT OF WORK
THAAD UAE FMS RADAR
(Including Mod P00017 Spares and P00021 5th Wheel Adapter)

March 6, 2014

Prepared By

MISSILE DEFENSE AGENCY (MDA)
HUNTSVILLE, ALABAMA

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LIST OF ACRONYMS

AADMIS	Air Force and Air Defense Management Information System
ABL	Allocated Baseline
AEU	Antenna Equipment Unit
ALCS	Automated Logistic Control System
ANSI	American National Standards Institute
AR	Army Regulation
ATP	Acceptance Test Plan
BMDS	Ballistic Missile Defense System
CCB	Configuration Control Board
CDRL	Contract Data Requirements List
CEU	Cooling Equipment Unit
CFR	Code of Federal Regulations
CFSR	Contract Funds Status Report
CLIN	Contract Line Item Number
CLS	Contractor Logistic Support
CM	Configuration Management
CNSS	Committee on National Security Systems
CONUS	Continental United States
COR	Contracting Officer Representative
COTS	Commercial off-the Shelf
CPI	Critical Program Information
CPR	Contract Performance Report
CSA	Configuration Status Accounting
CSP	Comprehensive Subcontracting Plan
CWBS	Contract Work Breakdown Structure
DAA	Designated Approval Authority
DAL	Data Accession List
DFARS	Defense Federal Acquisition Regulation Supplement
DID	Data Item Description
DMS	Diminishing Manufacturing Source
DoD	Department of Defense
DoDI	Department of Defense Instruction
ECP	Engineering Change Proposal
EEU	Electronics Equipment Unit
EIA	Electronics Industries Alliance
EICO	Element Integration and Checkout
EPA	Environmental Protection Agency
ESS	Environmental Stress Screening
EVM	Earned Value Management
EVMS	Earned Value Management System

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FBL	Functional Baseline
FMECA	Failure Modes, Effects and Criticality Analysis
FMS	Foreign Military Sale
FRACAS	Failure Reporting Analysis and Corrective Action System
FRB	Failure Review Board
GFE	Government Furnished Equipment
GFE/M	Government Furnished Equipment/Material
GOCO	Government Owned, Contractor Operated
HAZMAT	Hazardous Material
HMMP	Hazardous Material Management Program
IAW	In Accordance With
IKEE	Installation Kit of Electronic Equipment
IMP	Integrated Master Plan
IMS	Integrated Master Schedule
IPPD	Integrated Product and Process Development
IPT	Integrated Product Team
IUID	Item Unique Identification
LCCM	Life Cycle Cost Management
LRU	Line Replaceable Unit
MA	Manufacturing Allowance
MAP	MDA Assurance Provisions
MDA	Missile Defense Agency
MEI	Major End Item
MIL	Military
MIL-STD	Military Standard
MPV	Manufacturing Process Verification
MPVR	Manufacturing Process Verification Review
MRB	Material Review Board
MSRI	Microcircuit and Semiconductor Receiving Inspection
MTBF	Mean Time Between Failures
NAS	National Aerospace Standard
NET	New Equipment Training
NFR	Near Field Range
NISPOM	National Industrial Security Program Operating Manual
NSTISSAM	National Security Telecommunications and Information Systems Security Advisory Memorandum
NSTISSI	National Security Telecommunications & Information Systems Security Information

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NSTISSP	National Security Telecommunications and Information Systems Security Policy
ODS	Ozone Depleting Substance
OEM	Original Equipment Manufacturer
OPSEC	Operations Security
OWG	Out-of-production Working Group
PA	Product Assurance
PBL	Product Baseline
PIDS	Prime Item Development Specifications
PLL	Prescribed Load List
PMCB	Parts Material Control Board
PMP	Parts, Materials and Processes
POPO	Privately Owned, Privately Operated
PPU	Prime Power Unit
QA	Quality Assurance
QUP	Quantity Unit Packed
R and R	Repair and Return
RAM-T	Reliability, Availability, Maintainability and Testability
RCC	Range Commander's Council
SAR	Safety Assessment Report
SAV	Security Assistance Visit
SBIR	Small Business Innovation Research
SDP	Signal and Data Processor
SDPE	Signal and Data Processor Equipment
SIE	Special Inspection Equipment
SOW	Statement of Work
SRA	Schedule Risk Assessment
SRP	Standard Repair Procedures
STE	Special Test Equipment
STTR	Small Business Technology Transfer
TASL	Theater Authorized Stockage List
TDP	Technical Data Package
TFCC	THAAD Fire Control and Communications
TH	THAAD
THAAD	Terminal High Altitude Area Defense
TIM	Technical Interchange Meeting
TM	Terminal Mode
TR	Technical Review
TRI	Toxic Release Inventory

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UID	Unique Identification
US	United States
USG	United States Government
WSMR	White Sands Missile Range

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STATEMENT OF WORK

AN/TPY-2 RADAR

1.0 SCOPE

1.1 SOW Requirements for Contractor

This Statement of Work (SOW) specifies the requirements for:

1. The production to include supplier base capacity and Government acceptance of two (2) Army Navy/Transportable Radar Surveillance (hereinafter referred to as AN/TPY-2). Each AN/TPY-2 Radar consists of one each of the following:

Antenna Equipment Unit (AEU) (13553341-200)

Electronics Equipment Unit (EEU) (13553497-200)

Cooling Equipment Unit (CEU) (13553496-1)

Prime Power Unit (PPU) (13600787-1)

Each radar includes an Installation Kit of Electronic Equipment (CLIN 1). This kit provides assorted cables used to connect the above Radar Components.

2. The development and implementation of modifications to the radars to replace the now-out-of-production Signal Data Processor including one break/fix SW update following CONUS EICO. See Paragraphs 3.8.2 (Radar Software Update) and 3.8.1 (Signal Data Processor (SDP)). (CLINs 3 and 4)
3. StartUp of Production to Include Supplied Base Capacity and supplier second sourcing, if required. See Paragraph 3.7.2 (CLIN 2)
4. The procurement of spares and support of annual provisioning conferences for two (2) AN/TPY-2 Radars. See Paragraph 3.10 (Radar Spares). (CLIN 5, 6, and 7)
5. The providing of operations and maintenance logistics support in the US and United Arab Emirates (UAE) for two (2) AN/TPY-2 Radars through the US Period Of Performance – Month 38 through Month 57 and the UAE Period Of Performance – Month 40 through Month 81. See Paragraphs 3.13 (CONUS Radar Sustainment) and 3.14 (OCONUS Radar Sustainment).
6. The Contractor shall provide Radar Repair and Return (R and R) Services for AN/TPY-2 Radar failed components. See Paragraph 3.15 (Radar Repair and Return Services).
7. The providing of “Reach-Back” support at the Contractor’s facility for the two (2) radars in the UAE. See Paragraph 3.16 (Sustainment Phase Technical Services Radar Support).
8. The Contractor shall provide engineering services to the United States Government (USG) or its designee for the manufacture of the 5th wheel adapter. See Paragraph 3.19 (HEMIT A4 Prime Mover 5th Wheel Adapter).

1.2 Radar Configuration Requirements

The AN/TPY-2 will be configured to meet the requirements of: the Radar to Missile Interface Specifications (IFS) MIS-PRF-52011, the Radar to Missile Interface Control Document (ICD)

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Number 13549562, the Radar to the Terminal High Altitude Area Defense (THAAD) Fire Control and Communications (TFCC) IFS MIS-PRF-52014, the Radar to TFCC ICD Document Number 13549560, the THAAD UAE FMS Radar Prime Item Development Specifications (PIDS), (b)(4)

(b)(4) and Memorandum for Director, Missile Defense Agency, Subject THAAD to UAE: December 24, 2009 to be established prior to RFP. The AN/TPY-2 will be manufactured in accordance with (IAW) the Common Radar Major Configuration Item identifier Part Number 13553524 (with only 1 PPU). (b)(4)

(b)(4) will be used on this contract to support Radar integration and subsequent operations. An export compliant version of the Radar hardware and software will be used on this contract to support Radar integration and subsequent operations under this contract. All existing waivers are considered approved for this development.

1.3 Letter of Offer and Acceptance

This confirms that the Defense Services being requested in US Government Solicitation # HQ0147-11-R-0010 (Contract # HQ0147-12-C-0005) and to be provided by Raytheon Company to United Arab Emirates are specifically identified in the Letter of Offer and Acceptance (LOA) related to FMS Case # AE-B-UAF. This additionally certifies that the executed LOA and related FMS Case meet all requirements of 22 CFR 126.6(c) and the LOA and FMS Case are current, in effect and will remain in effect through the period of performance of defense services as stated in US Government Solicitation # HQ0147-11-R-0010 (Contract # HQ0147-12-C-0005).

1.4 SOW Requirements for Subcontractor

It is the responsibility of the Contractor to flow down SOW requirements to subcontractors and to arrange for subcontractor participation, as necessary and appropriate, to ensure the efficient, effective and successful performance of all SOW requirements.

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2.0 APPLICABLE DOCUMENTS

2.1 Reference Documents

	Document	Name	Date
2.1.1	J-STD-016-1995	Trial-Use Standard for Information Technology Software Life Cycle Processes - Software Development	Sep-95
2.1.2	Army Regulation (AR) 385-10	The Army Safety Program – Chapter 3 - Accident Investigation and Reporting	23 August 2007 – Rapid Action Revision – 14 June 2010
2.1.3	SAE AS9100 Rev C	SAE Aerospace Standard: Quality Management Systems - Aerospace – Requirements	2009-01
2.1.4	ANSI/EIA-748-B	American National Standards Institute (ANSI) / Electronic Industries Alliance Standard for Earned Value Management System (EVMS)	10-Sep-07
2.1.5	NAS 412	Aerospace Industries Association, National Aerospace Standard, Foreign Object Damage / Foreign Object Debris (FOD) Prevention	Oct 97
2.1.6	Manufacturing Processing Verification & Manufacturing Test Verification (MPV/MTV)	MDA Manufacturing Qualification Plan: Manufacturing Processing Verification (MPV) & Manufacturing Test Verification (MTV)	Rev. M, 19 March 2013

2.2 Compliance Documents

	Document	Name	Date
2.2.1	DoD 5200.1-R	Information Security Program	Jan 1997
2.2.2	DoDD 8500.01E	Information Assurance (IA), 24 October 2002. Certified Current as of 23 April 2007	23-Apr-07
2.2.3	DoDI 8500.1	Information Assurance, DoD Instruction 24 October 2002, certified current 21 November 2003	21-Nov-03
2.2.4	DoDI 8500.2	Information Assurance (IA) Implementation	06-Feb-03
2.2.5	8510.01-M	DoD Information Assurance Certification and Accreditation Process (DIACAP)	28-Nov-07

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	Document	Name	Date
2.2.6	National Security Telecommunications and Information Systems Security Advisory Memorandum (NSTISSAM) TEMPEST/2-95	Red/Black Installation Guidance	12-Dec-95
2.2.7	National Security Telecommunications and Information Systems Information (NSTISSI) 7003	Protective Distribution Systems	13-Dec-96
2.2.8	MDA-QS-001-MAP Rev A	MDA Assurance Provisions (MAP)	29-Oct-06
2.2.9	MDA-QS-003-PMAP-Rev A	MDA Parts, Materials, and Processes Mission Assurance Plan (PMAP)	26-Mar-08
2.2.10	MDA-QS-001-MAP Rev A Change 1	MDA Assurance Provisions (MAP) Material Review Board (MRB)	20-May-09
2.2.11	MIL-STD-882D	System Safety Program Requirements	10-Feb-00
2.2.12	MDA Policy Memo	MDA Policy for Unfettered and Unrestricted Access	30-Mar-09
2.2.13	MDA Memorandum #50	MDA Policy on Purchasing Electronic Parts	29-Jun-09
2.2.14	DoD 5220.22-M	National Industrial Security Program Operating Manual (NISPOM)	28-Feb-06
2.2.15	MIL-STD-130N	Identification Marking of U.S. Military Property	17-Dec-07
2.2.16	MIL-STD-961E(1) and Administrative Note	Department of Defense (DoD) Standard Practice, Defense and Program-Unique Specifications Format and Content	02-Apr-08 with Admin Note 10 Mar 10
2.2.17	DoD Instruction 5000.64	Accountability and Management of DoD Equipment and Other Accountable Property	19-May-11
2.2.18	MDA Instruction 4161.01-INS	Accountability and Reporting of MDA Property	29-Mar-11
2.2.19	FED-STD-595B	Federal Standard 595B - Colors Used in Government Procurement	11-Jan-94
2.2.20	MIL-STD-881C	Work Breakdown Structures for Defense Material Items	03-Oct-11
2.2.21	DoD 5004.04-M-1	Cost and Software Data Reporting Manual	04-Nov-11

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2.3 THAAD Documents

All documents listed herein have been made available to the Contractor.

	Document	Name
2.3.1	Rev. 9, Sept 2003	THAAD Program Protection Plan
2.3.2	P553725, June 2007	THAAD Operations Security (OPSEC) Plan
2.3.3	MIS-PRF-52004AH	THAAD System Specification
2.3.4	MIS-PRF-52016 Rev N	THAAD System-External Systems Interface Specification
2.3.5	13549568 Rev K	THAAD System-External Systems Interface Control Document
2.3.6	H345611	AN/TPY-2 Radar Program Prime Item Development Specification (PIDS)
2.3.7	MIS-PRF-52014 Rev Y	THAAD BM/C3I - -- Radar Interface Specification
2.3.8	13549560 Rev AL	THAAD TFCC – Radar Interface Control Document
2.3.9	MIS-PRF-52011 Rev N	THAAD Missile – Radar Interface Specification
2.3.10	13549562 Rev T	THAAD Missile – Radar Interface Control Document

3.0 REQUIREMENTS

3.1 Program Management

The Contractor shall provide program management services in support of AN/TPY-2 Radar activities required by this SOW. This effort shall ensure activities are controlled, scheduled, monitored, reported and managed in a manner consistent with and supportive of the activities set forth in this SOW. Management of this effort shall leverage USG programs where possible.

3.1.1 Radar Management Team

The Contractor shall provide a Radar Management Team to maintain the UAE program, including the following support:

1. Program Management

The Contractor shall ensure activities are controlled, scheduled, monitored, reported and managed in a manner consistent with and supportive of the UAE program activities.

2. Support Management

The Contractor shall provide support functions including security monitoring, verification of adherence to security requirements, data management including timely delivery of all data submittals, information technology support, and administrative support.

3. Business Management

The Contractor shall provide business support for financial control and reporting and will include travel support for quarterly Program Management Reviews.

4. Technical Management

The Contractor shall provide technical support that includes the Program Manager, Chief Engineer, Product Team Leads leveraged from the USG program, Configuration Management, and Quality Assurance.

3.1.2 Integrated Product and Process Development (IPPD)

The Contractor shall use an IPPD approach to integrate all program areas and report program status on a regular basis at all IPT levels. The Contractor shall present metrics in Contractor format within the IPT process that demonstrates program status and results of cost control and cost reduction initiatives.

3.1.3 Integrated Product Teams (IPTs) and Working Groups

3.1.3.1 IPTs

IPTs shall be established and used in the requirements, design, test, manufacturing, and management processes as appropriate. The IPTs shall include Government participation and leverage USG efforts to the maximum extent possible. Contractor shall record and post all Government / Contractor IPT meeting minutes to the IPT eRoom and place on the Data Accession List (DAL) listing IAW CDRL A018.

3.1.3.2 Working Groups

Both the Weapon System Contractor and the Radar Contractor (under separate MDA contracts)

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shall participate in direct two-way information exchanges as required in the forums listed below, utilizing program data and contract deliverables (including Government furnished property) to support weapon system integration:

- a) Weekly THAAD FMS UAE Working Group – for discussions regarding weapon system integration technical issues, requirements, interfaces, and systems engineering topics; includes representation from MDA/TH and MDA/SN
- b) Bi-weekly Chief Engineering Forum – for review of key topics and disposition of weapon system integration issues; forum consists of MDA/SN, MDA/TH, and the chief engineers from the Weapon System Contractor and the Radar Contractor; and provides an escalation path for issues and topics from the weekly THAAD FMS UAE Working Group
- c) Senior Management 4-Party Review – for review of key programmatic weapon system integration topics and disposition of issues; review consists of MDA/SN, MDA/TH, and the program managers from the Weapon System Contractor and the Radar Contractor; and provides an escalation path for issues and topics from the Bi-Weekly Chief Engineering Forum; forum will meet bi-weekly in CY2012 and then monthly for the remainder of the THAAD FMS prime contract
- d) Quarterly Program Management Reviews (PMRs) – for the THAAD FMS UAE weapon system; review will involve the Director of MDA/TH; to brief FMS Weapon System and Radar program topics; and participate in THAAD FMS UAE weapon system integration level discussions
- e) Monthly schedule integration meetings – to status and update the overall Integrated Master Schedule being maintained by the Weapon System Contractor

Both the Weapon System Contractor and the Radar Contractor shall prepare for, attend, participate in, and exchange applicable technical data and schedule information in forums a) through e). Each Contractor shall collaboratively work and close applicable action items recorded at these forums.

The Weapon System Contractor and the Radar Contractor shall jointly support the requirements change request and ERB/CCB/PCCB processes through development assistance for, review of, and technical concurrence with, any Change Requests resulting from weapon system integration that impact both the weapon system and the radar.

Both the Weapon System Contractor and the Radar Contractor shall participate in direct two-way information exchanges regarding existing schedule data for the weapon system and the radar to ensure alignment for weapon system level integration and testing activities. Dependencies exist between schedule data related to the Radar Government furnished property and the Weapon System. The Radar Contractor shall deliver a concurrent copy of all schedule data to the Weapon System Contractor when it submits the CDRL to the Government.

The effort required by this paragraph for information and data exchange shall be consistent with the contract scope defined in this Statement of Work.

3.1.4 Integrated Master Plan (IMP)

The Contractor shall update and adhere to an IMP consisting of a hierarchical relationship of Events, Accomplishments and Criteria. The IMP shall be consistent with the Contract Work Breakdown

Structure (CWBS) and the Contract Data Requirements List (CDRL) of this contract.

3.1.5 Integrated Master Schedule (IMS)

The Contractor shall develop, maintain, and provide to the Government an IMS that traces directly to the IMP by logically networking detailed program activities from contract award to the completion of the contract and includes dates for program events, milestones, accomplishments, exit criteria and discrete tasks for each criterion. The IMS shall have horizontal and vertical traceability, both (1) within IPTs and (2) between other related IPTs. The IMS shall provide a basis for performing program critical path assessments. The IMS shall be prepared IAW CDRL A008 and shall include major items from subcontractors and Inter-Organizational Transfers to provide enough data for monitoring status and insight into the maturity of tasks. The Contractor shall also maintain IMS metrics that provide the health and status of the IMS.

Changes to the IMS baseline shall be coordinated through the appropriate process. A Schedule Risk Assessment (SRA) shall be conducted prior to the initial Integrated Baseline Review per the CDRL and quarterly thereafter. The contractor should be prepared to actively participate in quarterly SRA discussions with the Government to identify and quantify milestone/event and task/activity level schedule risk. The contractor shall report optimistic, pessimistic, and most likely remaining durations for each Critical Path and Near Critical Path task/activity. The SRA shall be performed on the Program Critical Path and the Critical Path and Near Critical Paths to selected critical milestones. The rationale used to establish the remaining durations should be documented. The Contractor may employ tailored criteria for estimated best and worse durations and shall document these criteria in schedule notes and in the IMS Basis and Assumptions.

The contractor shall provide a detailed schedule briefing package, including all case lines, thirty (30) days prior to each Program Management Review (PMR). The contractor shall update the integrated master case line schedule and attend quarterly Schedule Working Group meetings.

3.1.6 Performance Management System

The Contractor shall utilize their existing, internal performance management system to plan, schedule, budget, monitor, manage, and report cost, schedule, and technical status applicable to the contract. The Contractor's internal performance management system shall serve as the single, formal, integrated system that meets both the Contractor's internal management requirements and the requirements of the Government for timely, reliable, and auditable performance information. The Contractor's system shall satisfy the Industry Standards delineated in the American National Standards Institute (ANSI) / Electronic Industries Alliance ANSI/EIA-748-B, the Earned Value Management General Provisions of the contract and this SOW as applicable by contract type and CLIN structure. The Contractor's system shall meet the guidelines and be maintained IAW the requirements of the Earned Value Management (EVM) Systems (EVMS) Standard as described in this Contract and the Contractor's own documented System Description.

The Contractor shall develop and maintain a CWBS IAW CDRL A039 (MIL-HDBK-881C and the CWBS Data Item Description (DID) DI-MGMT-81334D). Refer to Appendix E: Cost and Software Data Reporting (CSDR) Plan. Additionally, the Contractor shall develop Contractor Cost Data Reports IAW DoD 5000.04-M-1. Contractor shall have a formally validated EVMS.

3.1.7 Reviews

3.1.7.1 Integrated Baseline Review (IBR)

The Contractor shall engage jointly with the Government's program manager in an IBR for Cost and Incentive-type CLINs to evaluate the risks inherent in the contract's planned performance measurement baseline. The IBR for cost type CLINs shall occur not later than 120 days after contract award or definitization. Subsequent IBRs shall occur after each major change to the baseline, as evidenced by a modification to the contract, and at Government discretion. The totality of the baseline may be reviewed and evaluated annually by the Government. The IBR shall verify that the Contractor is using a reliable performance measurement baseline (to include the entire contract scope of work), is consistent with contract schedule requirements, and has adequate resources assigned. The IBR shall record any indications that compliant EVM is not being used. The IBR shall be conducted on subcontracts that meet or exceed the EVM application threshold. The Prime Contractor shall lead the subcontractor IBRs, with active participation by the Government.

3.1.7.2 Technical Reviews (TRs)

The Contractor shall conduct and/or participate in TRs, for development and out-of-production efforts as approved by US & Contractor Program Managers, to provide the Government insight into technical progress on the program. These TRs shall review the plans and progress towards meeting all specification requirements and assuring that all success criteria have been met. TRs include but are not limited to CDR, PRR, SRR, TRR, and DD250 Review. TRs shall be held IAW CDRL A043, posted in the eRoom, and uploaded into the DAL monthly.

3.1.7.3 Technical Interchange Meetings (TIMs)

The Contractor shall plan for and participate in TIMs with the Government for development and out-of-production efforts under this contract as approved by US & Contractor Program Managers to address technical issues, required redesign, out-of-production or any special subjects at the IPT level or above. Contractor shall record and post Government/Contractor TIMs meeting minutes to the IPT eRoom IAW CDRL A037 and placed on the DAL listing IAW CDRL A018. When appropriate, the THAAD UAE FMS customer may be in attendance at these meetings.

3.1.7.4 Program Management Reviews (PMRs)

The Contractor shall participate in PMRs twice annually to review current program status. THAAD UAE FMS Customer will be in attendance at these reviews.

3.1.7.5 Contract Status Reviews

The Contractor shall plan and conduct quarterly contract status reviews (the PMRs paragraph 3.1.7.4 will constitute 2 of these reviews annually) to review contract execution status.

3.1.8 Cost Data Reports

For Cost-type CLINs excluding CLIN 13 (CLINs 3, 4, and 8-11), the Contractor shall provide Contract Performance Report (CPR) IAW CDRL A036 and Contract Funds Status Report (CFSR) IAW CDRL A034.

For all CLINs excluding CLIN 13, the Contractor shall provide Cost Data Summary Report (CDSR), (DD Form 1921) IAW CDRL A002. For CLIN 3, the Contractor shall provide an initial and final Software Resources Data Reporting (SRDR) IAW CDRL A047 (SRDR Initial Report)

and A048 (SRDR Final Report).

3.1.9 Reserved

3.1.10 Competition Plan

The Contractor shall provide a Competition Plan IAW CDRL A001 which describes actions to increase cost-effective competition across all purchase orders and subcontractor activity.

3.1.11 Small Business Participation

The Contractor shall submit small business performance data on AN/TPY-2 FMS Radars 1&2 to include the following specific activities to maximize small business participation:

- Efforts to leverage Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) program funded technologies with high potential for transition into the AN/TPY-2 FMS Radars 1&2 Radar Manufacturing efforts,
- Expand the pool of qualified small businesses through increased competition for production of components and piece parts in MDA acquired systems,
- Engage small businesses to serve as second sources in order to mitigate the risks of single point failures in the supply chain and increase the quality of supplies or services.

The additional data will be included in the Contractor's Comprehensive Subcontracting Plan (CSP) Activity report in conjunction with the standard small business report data, and the DCMA Program Level Reporting to the MDA Office of Small Business Programs.

3.2 Systems Engineering

The Contractor shall perform the Systems Engineering efforts required to support redesign for out-of-production issues, fabrication, integration, test (design verification, qualification, and acceptance), evaluation, documentation, and delivery of the Radar hardware IAW the Radar TDP and this SOW over the period of performance of the contract. Out-of-production redesign for this contract shall be compliant with CJCSI 6212.01E (Chairman of the Joint Chiefs of Staff Instruction – Interoperability and Supportability of Information Technology and National Security Systems) as it pertains to the current baseline release of the DoD Information Technology (IT) Standards Registry (DISR). Technical manuals and training will be covered under another contract.

3.2.1 Requirements

The Contractor shall maintain the hardware and software requirements associated with the replacement of the Signal and Data Processor (SDP) and associated SDP Equipment (SDPE), and shall support hardware development, software development and system integration efforts.

3.2.2 Risk Management

The Contractor shall implement a cost, schedule, technical, performance, and reliability risk management process in accordance with standard company best practices. During the execution of the contract, the Contractor shall identify and prioritize risk areas. The Contractor shall leverage from previous development and production efforts those products, processes, and

practices that shall reduce development efforts, manufacturing costs, and operational support costs; thereby minimizing program and schedule risks.

3.2.3 Program Security

3.2.3.1 The contractor shall support execution of the MDA Information Security Program. The contractor shall execute tasks listed below and as otherwise defined in this SOW.

3.2.3.1.1 The Contractor shall ensure that cleared subcontractor facilities shall schedule and conduct annual Information Security Program Reviews (IPRs) and self-inspections. Serious deficiencies at the subcontractor location shall be reported to the Contractor. When a security risk has been identified at an uncleared location the Contractor will conduct a security program review or Security Assistance Visit (SAV) with the concurrence of the Contracting Officer Representative (COR). Develop IPR reports and conduct briefings with programs to identify and review goals, processes, and findings.

3.2.3.1.2 Assist with implementation of the Security Incident and Preliminary Inquiry (PI) process IAW DOD and Agency policy. Analyze security incidents to verify incident descriptions and address cause, impact, mitigation, and recommended courses of action. Coordinate, discuss, and resolve discrepancies. Submit reports to MDA Security.

3.2.3.2 The contractor shall support the execution of the MDA Program Protection activities. The contractor shall execute tasks listed below:

3.2.3.2.1 Plan and implement an Acquisition System Protection program encompassing program security, program protection, and systems security engineering for this contract based upon the requisite threat documents provided by MDA.

3.2.3.2.2 The Contractor and MDA shall conduct a joint analysis based upon relative threat information to determine the protection required for the Critical Program Information (CPI) and develop a plan to implement the required protection in accordance with the Government directed Program Protection Plan (PPP). Assess, develop, and draft a Program Protection Implementation Plan (PPIP) and Critical Program Information (PPP/CPI) and training guidelines for the protection of CPI for the BMDS.

3.2.3.2.3 The Contractor shall generate, update, maintain and implement a Program Protection Implementation Plan (PPIP) (CDRL A004). The PPIP shall include compliance implementation planning in accordance with the SN PPP, DoD 5200.39, DoDI 5200.1-M, SD 538-2, DoD 5200.1-R, DoDD 8500.1, DoD 5200.8-R, DoD 4140.-R, DTM-08-27, DTM 09-16, CJCSI 6510.01E, CJCSI 3210.01, NSTISSP No. 11, MDA 5200.01, and MDA 5200.05. The Contractor shall provide inputs to and support Government security analyses, including system security analyses, the System Vulnerability Analysis (SVA), Operations Security (OPSEC) Plan, System Security Engineering (SSE) requirements analysis, and Information Assurance (IA)/Computer Network Defense (IA/CND) technical assessments. The Contractor shall support Government-conducted Certification & Accreditation (C&A) planning and testing associated with Interim Approval to Operate (IATO), Approval to Operate (ATO), Authorization to Connect (ATC), and System Administration in accordance with DoDI 8510.01. The Contractor shall support government Protection Assessment Reviews (PAR), and Security and Program Protection Working Groups.

3.2.3.2.4 Develop PP Training Plans and conduct Contractor training of how to assess criticality

of technologies and mitigate CPI risks from known or postulated threats IAW government issued PPPs.

3.2.3.2.5 Conduct periodic self-assessments to evaluate Program adherence to PPIP and processes. Develop security policy and procedures. Provide government updates on implementing the BMDS System Security Engineering (SSE) requirements IAW the BMDS system specifications.

3.2.3.2.6 Develop System Security Engineering (SSE) requirements, System Connection Authorization Requirements documents, and Security Accreditation Agreements documents.

3.2.3.2.7 The Contractor shall provide information assurance capabilities to protect the system and data from security risks and potential cyber threats. IA requirements shall be established and maintained throughout the acquisition lifecycle in accordance with CJCSI 6511.01, DoDD 8581.1E, DoDI 8510.01, and DODI 8580.1. The Contractor shall comply with security requirements in accordance with DODD 8500.1, DODI 8500.2, and the NSA Guide for Addressing Malicious Code Risk, and be accredited by the Designated Approving Authority (DAA) prior to operation. The Program shall meet the DODI 8500.2 IA Controls and NSTISSP No 11 requirements for a Mission Assurance Category (MAC) I, SECRET, System High system.

3.2.3.3 Supply Chain Risk Management

3.2.3.3.1 The contractor shall demonstrate that the contractor has visibility into its supply chain for critical components, understands the risks to that supply chain, and has implemented or plans to implement risk mitigations to counter those risks in the PPIP in accordance with DoD 4140.-R and DTM-09-16.

3.2.3.3.2 The provisions of this SOW shall be included in the solicitations and subcontracts for all suppliers, suitably modified to identify the security risks suppliers must address to ensure the protection of CPI within the supply chain.

3.2.4 Software Development

The Contractor shall design, develop, integrate, test, verify, and maintain the software changes required due to the replacement of the SDP, as defined by J-STD-16. Software/firmware documentation shall be prepared IAW CDRL A021 Computer Software Product End Items and J-STD-016-1995.

Software build plans to include forward looking projection of builds to be developed during the period of performance and capabilities of each build shall be developed, included on the DAL IAW CDRL A018 and provided to the government upon request.

3.2.5 Hardware Development

The Contractor shall design, develop, purchase and/or fabricate, integrate, test, and verify the hardware to replace the SDP and SDPE (CLIN3).

3.2.6 Out-of-Production Mitigation

The Contractor shall develop and execute mitigation for parts and assemblies that are out-of-production on UAE Radars. The Contractor shall ensure the Government remains informed of the progress and status of mitigation plans and redesigns that are being conducted on UAE Radars for out-of-production issues through the Integrated Product and Process Development (IPPD)

process.

3.2.6.1 Design Verification and Qualification Testing

All assemblies that have undergone more than minor redesign, as determined by the responsible Integrated Product Team (IPT) with Mission Assurance and Government involvement, shall undergo design verification and qualification testing. Design Verification Testing (DVT) and Qualification Testing shall demonstrate compliance with the appropriate assembly and subassembly performance specifications. The Contractor shall provide a plan IAW CDRL A013 for conducting all DVT and Qualification Testing 60 days prior to the Design Review/TIM. The results of each test shall be delivered IAW CDRL A009.

3.2.6.2 Producibility

The Contractor shall consider producibility in all redesign decisions. Efforts to make the design more producible shall continue throughout the contract, be directed toward achievement of cost goals, and ensure manufacturing capabilities support the design.

3.2.6.3 Near Field Range (NFR) Testing

The Contractor shall submit an updated NFR Test Plan IAW CDRL A013 for review at an NFR Technical Interchange Meeting (TIM) conducted no later than 30 days prior to the scheduled NFR. The Contractor shall perform associated testing and submit a NFR Test Report IAW CDRL A009. The contractor shall submit an updated DD250 plan IAW CDRL A013 for review at a DD250 TIM conducted no later than 30 days prior to the scheduled DD250.

3.2.7 System Integration

The Contractor shall integrate the SDP hardware and related software.

3.2.8 Configuration Management (CM)

The Contractor shall implement the Government approved Contractor's Configuration Management Plan prepared IAW CDRL A038 for maintenance of and the development of all Government and Contractor controlled hardware and software documentation for the Functional, Allocated, and Product Baselines. The Contractor's Configuration Management Plan shall define which CM processes, procedures, and tools necessary for proper configuration identification, configuration control, configuration status accounting, and configuration audit activities. The CM requirements shall be flowed down as applicable to all subcontractor, suppliers, and vendors and shall be tailored to the complexity of the items delivered. Documents under Government control (Ref 3.2.8.1 (Documents Under Government Control)) shall remain under the control of the Government.

3.2.8.1 Documents Under Government Control

The following documents will remain under Government Control:

- a) MIS-PRF-52004, THAAD System Specification
- b) MIS-PRF-52016 Rev N, THAAD System-External Systems Interface Specification
- c) Doc # 13549568 Rev K, THAAD System-External Systems Interface Control Document

3.2.8.2 Configuration Change Control

The Contractor shall establish, implement, maintain, and execute a CM process compliant with the MDA Assurance Provisions (MAP, MDA_QS-001-MAP Rev A). The Contractor's CM process shall include participation in Government Configuration Control Boards (CCB) for Class I changes.

Changes to the Radar Segment PIDS or interfaces shall be submitted to MDA change control process. However, changes to the Functional Baseline (FBL), Allocated Baseline (ABL), and Product Baseline (PBL) (other than SuperDome Out-of-production, (b)(5) the THAAD Radar Segment PIDS, and the AN/TPY-2 Radar Program PIDS) shall result in maximizing interchangeability and interoperability to the replacement part level in support of Government operational use and maintenance activities.

Changes to documents under Government control shall be implemented only after Government approval of an Engineering Change Proposal (ECP) prepared IAW CDRL A019 or Requests for Deviation (RFD) prepared IAW CDRL A020. The Contractor shall assign ECP numbers obtained from the Government. For all changes to documents under contractor control, the Contractor shall continue to use their established configuration control procedures and practices. The Radar 8 practice of partnering Engineering Change Notices of significance with the MDA shall continue through either the RSS IPT and/or the sub IPT. In the case of a requirement conflict between this document and any government documents referenced herein, this document shall take precedence. All proposed changes to the current Technical Data Package (TDP) will utilize the same consistent change management process to manage changes to the TDP.

3.2.8.3 Automated Logistics Control System (ALCS)

The contractor shall make ALCS available to the Government. The Contractor shall provide for and support Government physical configuration audits two (2) weeks prior to the Ship Readiness Review of AN/TPY-2 UAE Radars and DD250 of AN/TPY-2 UAE Radars. The Contractor shall correct all configuration audit discrepancies prior to SRRs for shipping components and DD250 for accepting the radar.

3.2.8.4 Functional Baseline (FBL), Allocated Baseline (ABL), and Product Baseline (PBL) Documentation

3.2.8.4.1 The Contractor shall maintain and update the FBL, ABL and PBL baselined by this SOW. The baselines shall remain under the control of the Government. All AN/TPY-2 baseline changes classified as Class I (major) shall be submitted to MDA for approval consistent with the requirements of the MAP IAW CDRL A030.

3.2.8.4.2 The contract shall use the following definition for a Class I Change: *Major (Class I)*. A change classified as Major is a change to the requirements of baselined configuration documentation (requirements, design release or product configuration baselines) that has significant impact. It requires coordination and review by all affected functional groups or product development teams and approval by a designated approval authority (usually an individual who can authorize the resources need for change implementation).

The following factors/characteristics of engineering change shall constitute the need for a Major change.

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- 1) Affects approved baseline Prime Item Development specification requirements such as performance, reliability, maintainability, weight, balance, moment of inertia, interface characteristics, electromagnetic characteristics.
- 2) Affects one or more of the following, after product baseline:
 - (a) Products furnished by the government.
 - (b) Safety.
 - (c) Compatibility with interfacing products (including such products as test equipment, support equipment and associated software).
 - (d) Delivered operation or servicing instructions for which there are no planned and funded update requirements, such as for periodic or continual maintenance of the instructions.
 - (e) Preset adjustments to the extent that product identification should be changed
 - (f) Interchangeability or substitutability of Line Replaceable Units (LRUs) (replaceable products or assemblies) except wherein backwards compatibility is provided.
 - (g) Change to a previously non-selected supplier, where supplier selection is specified.
 - (h) User skills or physical attributes.
 - (i) Operator or maintenance training.
- 3) Requires retrofit of delivered products, by product recall, modification kit installation, or attrition (replacement during maintenance by modified spares) and upon agreement by the Raytheon/MDA RSS IPT based on change complexity, significance of impact to fielded hardware, and overall program risk that the retrofit change requires Class I processing.
- 4) Affects cost/price to government (including incentives and fees), guarantees, warranties, contracted deliveries or milestones; and is an engineering change that does not impact factors (1) through (3).

3.2.8.4.3 The contractor shall classify changes (Class I or Class II) IAW SOW paragraph 3.2.8.4.2. If the contractor determines a change is Class II, implementation can proceed without delay. The contractor shall bring all Class I changes to the IPT for Government approval of the classification. The Contractor shall provide Class II Change Notices (CNs) after approval to the Government for audit or verification purposes. Change Notice classification documentation shall be submitted to the IPT with supporting materials as described in MAP 3.10.3.1.3. If the Government determines that the contractor misclassified a change as Class II, a Class I change shall be processed.

3.2.8.4.4 RESERVED.

3.2.8.4.5 The Contractor shall populate the Automated Logistics Control System (ALCS) per the Configuration Control Item List (H460675) for each major subcomponent prior to Ship Readiness Review. The Automated Logistics Control System shall be maintained during integration, calibration and Radar ATP at White Sands Missile Range (WSMR). The ALCS reports shall be available for review at the discretion of the Government. The final "as built" reports shall be delivered with the radar. All deficiencies, which are not in compliance with contract requirements, shall be corrected prior to radar delivery. Performance Specification Change Notice Documents shall be prepared IAW CDRL A030 and MIL-STD-961. ICDs shall be prepared IAW CDRL A017. Product performance specifications, engineering drawings, part lists, process specifications, computer software configuration documentation, and material

specifications shall be prepared IAW CDRL A015 Product Drawings/Models and Associated Lists, and CDRL A016 Performance Specification Documents to maintain a current PBL. Software/firmware documentation shall be prepared IAW CDRL A021 Computer Software Product End Items and J-STD-016-1995.

3.2.8.5 Configuration Status Accounting

The Contractor shall continue the current configuration status accounting (CSA) capability.

3.2.8.6 Configuration Reviews and Audits

The Contractor shall provide for and support Government CM reviews and audits on an annual basis. The Government reserves the right to audit/review the Contractor's PBL data and the processes for generation and control of this data. The government will provide advanced notice for additional audits/reviews and will be performed on a non-interference basis.

3.2.8.7 Data Accession List (DAL)

The Contractor shall generate and maintain a DAL IAW CDRL A018. The DAL shall identify all internal data generated by the Contractor in performance of the contract.

3.2.8.8 Data Management

The Contractor shall implement a data management program with controls to address quality of data preparation, compliance with data specification, timely submittal, maintenance, and tracking of all data deliverables and related correspondence.

3.2.8.9 Item Unique Identification (IUID) Requirements

The Contractor shall mark the components, parts, and end items as required by Defense Federal Acquisition Regulation Supplement (DFARS) 252.211-7003 and verify that the IUID numbers are not duplicated in the IUID Registry. The Contractor shall ensure the IUID markings are machine readable and meet the standards in MIL-STD-130N. The Contractor shall enter the IUID and required data elements into the IUID Registry. The Contractor shall update the IUID Registry for parts provided as Government Furnished Equipment (GFE) already having an IUID assigned.

3.2.8.10 Government Furnished Equipment/Material (GFE/M)

The Contractor shall track and manage GFE/M in accordance with FAR 52.245-1, DOD Instruction 5000.64, and MDA Instruction 4161.01-INS, Accountability and Reporting of MDA Property. The Contractor shall provide the following CDRLs: 1) Physical Inventory Schedule and Reports (CDRL A003); and 2) Final Property Identification Listing (CDRL A028). The Contractor shall provide an electronic status report, in accordance with the applicable CDRL, describing the condition and usage status of GFE/M received under this contract. CDRL reporting shall exclude material purchased by the Contractor for use in deliverable end items and scrapped material consumed in testing.

In the report, the Contractor shall also document part numbers and National Stock Numbers (NSNs), when available, and justify any requested GFE changes in Requirements compared to the GFE/M list in the contract. The Contractor shall notify and coordinate the repair and test of GFE/M items as required to support the program.

The contractor shall procure the material listed in Appendix H in accordance with the defined specifications, requirements and assumptions. These items were originally Government Furnished Equipment.

3.3 Product Assurance (PA)

3.3.1 Quality Assurance (QA)

The Contractor shall implement and maintain an effective and economical quality system IAW AS9100 (Raytheon # 473356 AN/TPY-2 Safety, Quality, and Mission Assurance Plan) or equivalent systems. A Monthly Quality Assessment and MAP Core Metrics Report (CDRL A024) shall be discussed with the Government at a monthly quality review conducted by the Contractor. The monthly review shall include discussion of quality issues and internal audit findings at Raytheon, subcontractors, and all critical sub-tier suppliers as directed by MDA Memorandum on Unfettered and Unrestricted Access dated March 30, 2009. Non-conforming hardware shall be reworked to print, across the AN/TPY-2 Supplier base and Raytheon Manufacturing facilities. For hardware that cannot be reworked to print, a waiver or MRB shall be submitted to the Government for approval requesting "use-as-is" or non-standard repair condition. Standard Repair Procedures (SRP) are authorized for use without prior Government approval to continue production. However, for the first usage of a SRP for a particular failure type on this or a related AN/TPY-2 contract, the contractor shall conduct a root cause analysis once across the AN/TPY-2 contracts of the manufacturing anomaly and implement the corrective action process improvement, and provide the results of the RC/CA effort to the Government representatives in a TIM NLT 60 days from the date of the anomaly. This RC/CA action does not need to be exercised if similar effort has been conducted in the past 24 months for the same AN/TPY-2 Radar component failure mode under another contract. In the event, the root cause of a manufacturing process anomaly is determined to be a limitation in the state of the art of the manufacturing process capabilities, a detailed discussion of the technology limitation is required via a TIM provided to the Government representatives 60 days after the process anomaly; also for future SRP usage requirements for this failure type notification provided to MDA representatives of this condition is all that is required.

3.3.1.1 Failure Reporting Analysis and Corrective Action System (FRACAS)

The Contractor shall utilize a closed loop FRACAS during the buildup/manufacture of all hardware in a lab/factory environment and during all testing to include field-testing, to ensure reporting, analysis, and correction of hardware and software failures. A failure is defined as the inability of a system, sub-system, or component to perform its required function within specified limits under specified conditions for a specified duration. A FRACAS Event is a test failure, usage failure, or other identified anomaly with the potential for adverse impact to the operational reliability, availability, maintainability or safety of an item. Failure Review Board (FRB) data packages identifying all FRACAS events, the failure description, current root cause and corrective action status, age of the root cause/corrective action activity, and current open actions shall be posted to the CITIS website 48 hours prior to each FRB meeting. All qualification test failures shall be documented as FRACAS events and shall be driven to root cause/corrective action through the FRB process. All production ATP failures shall be documented in the FRACAS database, reworked to print, and reviewed and assessed for impacts and trends, and shall be documented as FRACAS events and driven to root cause and corrective action (RC/CA)

if warranted by the impact assessment and trend analysis. All failures that occur after the radar equipment has left the factory and prior to DD-250 will be considered field integration failures. Integration failures shall be documented in the FRACAS database, and shall also be reviewed and assessed for impacts and trends. When dictated by this impact assessment and trend analysis, integration failures shall be driven to RC/CA through the FRB process. Upon the realization of test failures in the conduct of CEU, EEU, PPU, and AEU shelter-level ATP testing and Integration testing, the contractor shall initiate a Failure Review with SN Quality Lead and SNX/FMS to determine which failures qualify as a FRACAS events and the rationale for selecting and/or not selecting a failure as FRACAS events. The failure data shall be uploaded to the appropriate e-room folder by close of business on the day prior to the candidate FRACAS failure discussion with the Government. The candidate FRACAS failure discussions shall occur every week with Government participation following the initiation of the first shelter-level factory acceptance test. The Contractor shall make the final decision on determining which FRACAS candidate failures become FRACAS events. The Contractor shall also integrate into the FRACAS database reliability/maintainability/testability data to facilitate the reliability scoring process, augment predictions, identify design problems, and ensure corrective actions. The Contractor shall provide, on a monthly basis, a top level report/summary of quality issues by category (Component, Manufacturing, Process, Design, etc) IAW CDRL A024. The report (CDRL A024) shall show the top quality issues, status (open/closed/in progress) and other quality related concerns. The Contractor shall upload the FRACAS database to the CITIS website weekly.

3.3.1.2 Environmental Stress Screening (ESS)

The Contractor shall plan and implement ESS on all electrical and electromechanical tactical hardware for those components that have undergone major redesign. Prior to initiating manufacturing under this contract, the Contractor shall update current ESS Procedures and Implementation Plan to be submitted to the Government for approval IAW CDRL A026. This ESS Plan shall consider best commercial practices, and lessons learned in the buildup of the THAAD development radar and manufacturing programs of hardware common to the Radar in redefining the ESS program for manufacturing under this contract.

3.3.1.3 Product Acceptance

The contractor shall perform manufacturing product acceptance IAW the established quality system policies and procedures that demonstrate hardware/software compliance to the required performance specifications. Test stations and procedures used for formal acceptance of selected deliverables in the factory will be validated by the contractor prior to use. This validation shall be coordinated with the Government, and the Government will witness the validation. The contractor shall control test station software and hardware configurations IAW established configuration management policies and procedures. The contractor shall notify the Government prior to making any hardware/software changes to validated test stations. The Government reserves the right to require contractor revalidation of any test station changes made by the contractor or the contractor's representative. If revalidation is required, it shall be coordinated such that no hardware is offered for inspection/testing until the change has been properly incorporated and validated by the contractor with Government witnessing of the validation event.

3.3.2 Product Assurance of Pre-Built Hardware

For hardware that was built ahead of the production contract and will be delivered to the government for acceptance and use, the following requirements shall be met:

- At award, the contractor shall provide the necessary surveillance records, to include but not be limited to Raytheon Source Inspection records, for Government Source Inspection (GSI) required products that were shipped to the contractor's facility without GSI and will be held in stores location until such time that GSI can be performed.
- Non-conforming pre-built hardware will not be accepted as part of this contract unless approved by an MRB. The contractor shall be responsible for all fixes and/or corrective actions associated with bringing non-conforming pre-built products to compliance

3.3.3 Parts, Materials and Processes (PMP) Compliance Assessment

Raytheon PMP shall perform on-site assessments of (b)(4) twice annually until the subcontractor has satisfied delivery requirements, to verify compliance to PMAP management and control practices as defined in the approved subcontractor PMP plan. The initial assessment will focus on PMAP implementation while the second assessment will verify and validate corrective actions implementation to issues opened during first assessment. If there are no Significant Minor or Major issues opened during the first assessment then the contractor is not required to perform the second assessment. If subcontractor has satisfied all requirements for delivery prior to second assessment and with no open issues from the first assessment then the contractor is not required to perform the second assessment. Any non-conformance shall be mitigated and submitted by a specified date that shall be determined by the Raytheon PMP/subcontractor. All non-conformances shall be tracked to closure at the PMPCB. The Contractor shall support twice annually PMAP compliance assessments at (b)(4) and the (b)(4) facilities over the life of the contract, unless these assessments are already conducted or duplicated under other MDA contracts for U.S. radars (e.g., Radars 9, 10 & 11). The initial assessment will focus on PMAP implementation while the second assessment will verify and validate corrective actions implementation to issues opened during prior assessment. The MDA/SN QS Parts Lead shall be notified of each assessment 14 working days prior to each assessment.

3.3.3.1 Approved PMP List

The Contractor shall develop and maintain a radar parts database. The Contractor's maintained Program PMP list and all subsequent revisions shall be made available for Government review upon request.

3.3.3.2 Microcircuit and Semiconductor Receiving Inspection (MSRI) Program

The Contractor shall implement an MSRI program to verify that purchased parts and materials meet the requirements of the purchase order.

3.3.3.3 Out-of-Production Parts Management

The contractor shall provide notification to the Government if it is determined during production any items are out-of-production, non-procurable, out of production, or that sources not yet qualified cannot meet technical or delivery requirements. The Contractors out-of-production and notification plan shall include early notification of the IPT and Contracting Officer upon discovery of the issue.

Upon selection of the best solution, the final notice to the Government will include the Contractor's recommendation to correct the problem along with an assessment of any costs and schedule impacts associated with the recommendation. This notice shall also include supporting documentation showing the contractor has made a reasonable effort to obtain the parts and is unable to do so. Upon receipt of the notification, the Government will respond within five business days, providing confirmation that the part is unavailable and written determination of the appropriate course of action. If this course of action 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 any order of the Contracting Officer, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract in accordance with FAR Clause 52.243-1 and 52.243-2.

3.3.4 MDA Assurance Provisions (MAP) and Parts, Materials, and Processes Mission Assurance Plan (PMAP)

The Contractor shall comply to the MAP and PMAP.

3.3.4.1 MAP Implementation

The Contractor shall maintain the Government approved Safety, Quality, & Mission Assurance Program Plan (SQMA), or equivalent, in accordance with the MAP. The Contractor shall assure, as agreed to by the Government, the appropriate MAP requirements are flowed down to Sub-Contractors or purchase orders made to mission and safety critical Sub-Contractors and/or Suppliers. To determine compliance to MAP requirements the MAP Requirements Applicability Matrix (RAM), or equivalent, shall be used. For any MAP-compliance tailoring the MDA-QS-001-MAP Tailoring Preparation, Review, and Approval Process shall be used. MAP requirements flow-down shall consider all product(s) and/or service(s) mission and safety criticality. Sub-Contractor and/or Supplier RAMs shall be maintained and made available upon request to MDA/SN, MDA/QS, and/or delegated representatives to provide evidence of appropriate MAP requirement flow-down.

3.3.4.2 MAP Core Metrics Reporting

The Contractor shall collect data for generating the required metrics as identified in MAP section 3.1.3 and flow the requirement for select metrics (quality staffing, cost of quality, and FOD/FOE Incidents) down to the EEU subcontractor, CEU subcontractor and PPU subcontractor. These metrics shall be updated monthly and provided to the MDA IAW CDRL A024. The Contractor shall review these metrics with the Government at the monthly quality review.

3.3.4.3 MDA PMAP

All new parts and materials selections introduced as part of the FMS production contract shall be processed IAW with the MDA PMAP to hardware category D requirements. The Contractor shall update the approach and methodology for implementing the Parts, Materials, and Processes (PMP) Program Plan used for AN/TPY-2 Radar #8 for modified radar hardware and resubmit for FMS IAW CDRL A022. All microcircuits and discrete semiconductor parts shall be procured from authorized franchised distributors. Procurement of these parts from non-franchised distributors is prohibited unless approved by the MDA/SN Parts, Materials, and Processes Control Board (PMPCB). The requirements of this paragraph, shall be flowed down to all suppliers/subcontractors. The contractor shall comply with Raytheon Corporate Policy 243-RP,

"Counterfeit Products Risk Mitigation and Prevention," dated July 24, 2012, and flow down to all "non-COTS" mission and safety critical suppliers that procure electronics, the latest revisions of Raytheon's IDS Quality Notes (Q-Note) WE - Counterfeit Material Avoidance Process Requirement and GP - Counterfeit Electronic Part Risk Mitigation when electronic parts are only available from unauthorized suppliers. Furthermore, Raytheon shall continue to notify MDA prior to procurement of electronic parts from unauthorized sources by non-COTS mission critical suppliers that procure electronics. Similarly, the supplier shall get prior approval from Raytheon before parts from unauthorized sources are procured and installed. The prime contractor shall conduct an on-site counterfeit part avoidance assessment annually during this contract until subcontractor final delivery at KDI/Aeroflex, Coorstek, and Anaren inclusive of all AN/TPY-2 subcontract efforts over the life of the contract/subcontract to verify flow down and compliance with Raytheon Counterfeit Q-Notes. The MDA/SN QS Parts Lead shall be notified of each assessment 14 working days prior to each assessment.

3.4 Security Provisions

3.4.1 Operations Security (OPSEC)

The Contractor shall be knowledgeable of the OPSEC requirements and implement the OPSEC measures contained in OPSEC P553725, June 2007 throughout the effort of this contract. The Contractor shall appoint an OPSEC manager who possesses sufficient technical and security policy knowledge. All classified and unclassified information, data and material shall be managed IAW the National Industrial Security Program Operating Manual (NISPOM), and as directed by the DoD Contract Security Classification Specification (DD Form 254) issued for this effort. Tactical equipment is an exception and shall be managed IAW paragraph 3.2.3 (Program Security) above.

3.4.2 Industrial/Facility Security

The Contractor shall implement DoD 5220.22-M, NISPOM to govern facility security, maintaining a minimum Facility Security Clearance (FCL) for the level of classified information accessed, received, and or generated at that facility. All security requirements beyond the NISPOM baseline shall be handled by the program security function, reportable to the appropriate MDA security or contract management function. Results of self and Government security inspections, and reports of loss, suspected loss, or compromise of classified information to the MDA security officer is required.

3.4.3 RESERVED

3.5 Safety

3.5.1 Environmental Laws

The Contractor shall comply with all federal, state, and local environmental laws, regulations, and policies for all activities defined in this SOW, whether conducted at Government or Contractor facilities. The Contractor shall manage the efforts under this contract so that Radar design, development, test, manufacturing, and operation activities prevent, mitigate, or control adverse environmental impacts, including industrial pollution and hazardous wastes. The Contractor shall provide detection and secondary containment for unique transportation environments.

3.5.2 System Safety Program

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The Contractor shall implement a system safety program IAW the Integrated System Safety Program Plan. Specific items to be emphasized (not comprehensive) are as follows: (1) hazard identification, analysis, hazard tracking, and developing mitigation; (2) support to the System Safety Working Group; (3) safety impact analysis on all software changes, requests for design variances or waivers, and ECPs; and (4) safety metrics; and (5) updates to the Safety Assessment Report (SAR) as required by the MAP and MIL-STD-882D. This effort is limited to the period from contract award through the production phase (i.e., DD250).

3.5.3 Safety Assessment

Contractor shall assess safety-critical materials, parts and assemblies, manufacturing techniques, assembly procedures, facilities, testing, and inspection requirements for safety impact. The Contractor shall ensure that: (a) adequate safety provisions are included in the planning and layout of the manufacturing line to establish safety control of the system within the manufacturing process and operations; (b) adequate safety provisions are included in the inspections, test procedures, and checklists for quality control of the equipment being manufactured so safety achieved in design is maintained during manufacturing; and (c) manufacturing procedures contain required warnings, cautions, and special procedures and shall be included in the Contractor's Operational and Support Hazard Analysis.

3.5.3.1 Hazard Analysis and Risk Assessment

The Contractor shall perform Hazard Analysis and Risk Assessment to assess the safety impact of re-designs required to execute this contract. The Hazard Analysis and Risk Assessment shall be submitted to the Government prior to design completion. All new hazards shall be reduced to the appropriate level IAW MIL-STD-882D.

3.5.4 Safety Deficiency Correction

The Contractor shall perform a Hazards Analysis and Risk Assessment on any Change Notice to assess the safety impact of the Change Notice. The Hazards Analysis and Risk Assessment shall be submitted with the documentation of the Change Notice. Hazards shall be reduced to the appropriate level IAW MIL-STD-882D. The Contractor shall also identify and conduct any test or verification necessary to ensure compliance with safety requirements.

3.5.5 Accident Prevention Program

The Contractor and subcontractors with Government-owned, Contractor-operated (GOCO) facilities and Contractor/subcontractors with privately-owned, privately-operated (POPO) facilities, shall establish and maintain a comprehensive accident prevention program for their activities relating to their contractual obligation. Any accident or incident occurring during the pursuit of this contract shall be reported to the Government using AR 385-40 (Accident Investigation and Reporting) as a guide.

3.5.6 Hazardous Material (HAZMAT)

The Contractor shall not use Class I and should not use Class II Ozone Depleting Substances (ODSs), as defined in Title IV of the Clean Air Act Amendments of 1990, in the redesign, manufacture, operation, maintenance, and/or disposal of the Radar or its Components. The Contractor shall minimize or avoid the use of any HAZMAT with special emphasis on the Environmental Protection Agency (EPA) list of 17 toxic chemicals as well as the DoD's 'Top 10

Toxic Release Inventory (TRI) List of Hazardous Chemicals'. These materials are listed in the Hazardous Material Management Program (HMMP) utilized for AN/TPY-2 Radar #8. The Contractor shall submit a written request to the Government contracting officer with justification for permission to use any of the materials on these lists. The prime Contractor and each subcontractor shall submit to the Government contracting officer a copy of their TRI report as submitted to the EPA. The Contractor shall update and use the HMMP Plan used for AN/TPY-2 Radar #8.

3.6 Manufacturing

The Contractor shall manufacture the quantity of hardware to meet the AN/TPY-2 requirements. The Contractor shall ensure that the Radar hardware deliverables meet the requirements of the THAAD UAE TDP and this SOW. The Contractor shall ensure cost effective utilization of the existing AN/TPY-2 Development Programs resources on a non-interference basis.

3.6.1 Manufacturing Qualification

The Contractor shall develop and implement a manufacturing validation approach to perform manufacturing validation on hardware configuration item(s) that contain key processes as agreed to between Contractor and MDA in the event of a substantial change to manufacturing processes, equipment, facilities, a break in continuous manufacturing of more than twelve (12) months, or where there has been degradation in hardware quality. Manufacturing validation shall include Manufacturing Process Verification (MPV).

3.6.1.1 Reserved

3.6.1.2 Manufacturing Process Verification (MPV)

The Contractor shall conduct an MPV on each detailed design that has undergone a substantial change to production processes, equipment, or facilities required to manufacture the part. The MPV shall be performed prior to the delivery of manufactured hardware, shall reflect the documentation and tooling used during fabrication of the manufactured hardware, key manufacturing process witnessing, and include actual inspection data for each dimension identified in the design documentation including evidence of compliance to drawing note requirements. The MPV shall be required on the first manufactured lot after the Contractor and/or his suppliers breaks the 12-month threshold and/or has experienced a significant quality event/MRB or substantial change to manufacturing processes, equipment or facilities and/or a build-to-print product is sourced to a different company. The Contractor and/or subcontractors shall be required to perform any or all of these tasks (i.e., MPV and MPV Review) in the event of degradation of hardware quality. The results of this MPV shall be included in the MPV folders compiled during the reviews and made available on Contractor Information Technical Interchange System (CITIS). Raytheon shall plan for four MPV events during the period of performance for this contract.

3.6.1.3 Manufacturing Process Verification Review (MPVR)

The MPVR shall be conducted on the configuration items that contain agreed upon key processes that have undergone a substantial change to production processes, equipment, or facilities required to manufacture the item. This review shall include a full review of the Manufacturing documentation for the lower level components/assemblies. The MPVR shall be conducted by the Contractor with Government support at the Contractor's and/or subcontractor's manufacturing

facility after the completion of MPV. Raytheon shall plan for four MPV events during the manufacturing period of performance for this contract this and related AN/TPY-2 contracts/subcontracts.

3.6.2 Cuts and Jumpers

The AN/TPY-2s delivered under this contract shall be free of cuts and jumpers. If, however, the Contractor or a radar subcontractor determines it is necessary to have cuts and jumpers on a particular printed wiring assembly manufactured as part of this contract, the Contractor shall notify the Government within five business days of this discovery. A review of technical, schedule, cost, and quality/reliability aspects of the proposed cuts and jumpers shall be provided in the form of a decision brief to the Government through the IPPD process within ten (10) business days of discovery. The decision brief shall include a plan to eliminate the cuts and jumpers from the Radar TDP.

3.6.3 Failure Modes, Effects, and Criticality Analysis (FMECA)

The Contractor shall perform a piece part FMECA concurrent with the design effort for all new and redesigned radar hardware. A functional FMECA shall be performed for modified existing equipment (i.e., GFE and off-the-shelf equipment) that is part of the radar system and have been mitigated for out-of-production issues. The FMECA report shall be prepared in Contractor format and delivered IAW CDRL A027.

3.6.4 Foreign Object Elimination (FOE)

The Contractor shall establish and maintain a Foreign Object Elimination (FOE) program, which systematically eliminates Foreign Object Damage and Debris (FOD) to preserve safety, quality, and reliability. National Aerospace Standard NAS 412 shall be used as a guideline. The FOE program shall provide for a standardized approach that maintains awareness, prevention, compliance, and assures continued reinforcement. The FOE program shall also ensure operational processing areas maintain a safe, clean, and FOD-Free environment; with appropriate controls commensurate to the criticality of the hardware; including provisions for tool control, hardware accountability, and workplace organization. FOD focal points shall be established. Internal evaluations shall be conducted to measure compliance to established FOD requirements.

3.6.5 Sneak Circuit Analysis

For re-designed safety critical hardware, the Contractor shall establish process and product controls to ensure that latent hardware and software paths are not present that may cause unwanted functions or that inhibit desired functions at all component assembly and subassembly levels.

3.6.6 Transition/Manufacturing Plan

The Contractor shall submit an updated Transition/Manufacturing Plan IAW CDRL A012.

(b)(4)



(b)(4)



3.7 AN/TPY-2 Radars Procurement

The Contractor shall produce and deliver two AN/TPY-2 radars as defined in Section 1.2 with exceptions as defined in 3.7.1 AN/TPY-2 Production-Version Exceptions. Each radar shall consist of:

1. One Antenna Equipment Unit (AEU). The AEU is a mobile trailer that contains an X-Band Radar which transmits and receives in the operational bandwidths.
2. One Electronics Equipment Unit (EEU). The EEU is a mobile trailer/shelter that contains the data processing and signal processing equipment. The EEU has seats and displays for two (2) operators. The EEU shall incorporate the Superdome Out-of-production (SDO) SDP design. See paragraph 3.8.1 (Signal Data Processor (SDP)).
3. One Prime Power Unit (PPU). The PPU is a mobile trailer diesel generator that provides 1.3MW and 4160 volts of power at 60 Hz
4. One Cooling Equipment Unit (CEU). The CEU is a mobile trailer/shelter that provides cooling for the AEU as well as the power distribution system for the Radar.

The Contractor shall produce and deliver an Installation Kit of Electronic Equipment (IKEE) for each radar. This kit provides assorted cables used to connect the above Radar Components.

The TDP is defined as of 15 September 2011 and the list of approved and pending Change Notices (CNs) and Change Requests (CRs) identified in Annex 4 of this SOW shall be specified and shall define the baseline of this contract.

3.7.1 AN/TPY-2 Production-Version Exceptions

The delivered radars will include the following changes to the current production version:

1. The radars shall be painted CARC 33531 in accordance with FED-STD-595.
2. The radar shall be exportable.
3. The SDPE re-design shall be incorporated into the radars.

3.7.2 Implemented Changes to Radars

The TDP shall include the following changes implemented into the AN/TPY-2 Radars build

1. Increase size of drain holes in Hydronics Bay of CEU to prevent standing water issues.
2. Elevation King Pin Pendant Door of the CEU (Redesign of door to reduce premature seal wear)
3. Eliminate CEU Hose Reel Rotor Joint (eliminate slip joint to a fixed connection as in the AEU).

4. Eliminate Hydronics pretzel hose of the CEU.
5. Control Logic Assembly (CLA) Circuit Card Assembly (CCA) Serialization problem of the CEU.
6. Incorporate more robust Jack Stand and Jack Stand Crank Guide design of the CEU.
7. Provisions shall be made to allow the Radar to be compatible with the M983A4 HEMTT Prime Mover.

See Also Appendix B

3.7.3 Out-of-Production Parts

The known out-of-production issues are listed in Appendix A.

3.7.4 Test Equipment

The Contractor shall update or build any test equipment required to support changes to the radar design resulting from the SDPE redesign.

3.7.5 Radar Component Acceptance

The Contractor shall use the existing integrated, incremental, acceptance test process for deliverable hardware. This process shall be documented in an IPPD coordinated plan. At the lower levels, the Contractor shall modify the existing acceptance test plan (ATP) for acceptance of all assemblies to include hardware from subcontractors. These modified ATPs shall be reviewed and approved through the IPT process. Contractor and subcontractor test plans and reports shall be in Contractor format IAW CDRL A014. ATPs and reports at all levels shall be retained and made part of the cumulative acceptance record at the time of final Government acceptance of the Radar system. This component acceptance documentation shall be submitted IAW CDRL A010. Government, at their discretion, shall attend the conduct of major subcomponent acceptance tests. The Contractor shall perform an Overall System Timing and Performance Analysis and present the findings for approval during an IPT meeting ahead of radar acceptance. Final radar acceptance (via DD Form 250 at WSMR per Radar ATP) shall be after the review of component acceptance documentation IAW CDRL A010. Final Government acceptance shall be conducted with Contractor assistance. All discrepancies and non-conformances shall be dispositioned prior to final Government acceptance. Final acceptance shall be made by a designated Government representative. The Radar Component ATP shall be prepared IAW CDRL A010.

3.7.6 Range Requirements and Documentation

The Contractor shall satisfy range data submittal requirements. The Range Documentation will be supplied as Government Furnished Information in support of this requirement IAW the GFX List.

3.8 Other Radar

3.8.1 Signal Data Processor (SDP)

The current Signal Data Processor and workstation hardware are no longer available and must be replaced. The Contractor shall follow their current IPDS process and standards as defined by J-STD-16 when implementing this update.

This will require the following:

(b)(4)

2. The contractor shall conduct a TIM to review PDR documentation at start up of SDP effort.

(b)(4)

4. The Contractor shall demonstrate a Product Line Engineering (PLE) approach to minimize cost of developing, deploying and supporting product variants is incorporated in the design.
5. The Contractor shall demonstrate by test and/or analysis as approved to by the Government and document that the re-designed SDP and COTS hardware complies with all applicable requirements.
6. The Contractor shall integrate the commercial-off-the-shelf (COTS) hardware and software and demonstrate performance levels meet or exceed requirements.

(b)(4)

8. The Contractor shall demonstrate compliance with the current EEU environmental requirements.
9. The Contractor shall integrate and demonstrate SW verification of the SDP design and sell-off to the applicable UAE ATP prior to DD250.

(b)(4)

11. The Contractor shall demonstrate operability equal to or greater than the SDPE baseline performance, from within the EEU shelter, and under a full radar environment.
12. The Contractor shall submit a Final Test Report IAW CDRL A009 for approval.

3.8.2 Radar Software Update

One Radar Software Build Update will be provided not later than month 47 after contract to include fixes for Priority 1 and Priority 2 software issues identified during EICO testing. Based on J-STD-016 definitions, Priority 1 issues are defined as those issues that prevent the accomplishment of an essential capability or jeopardize safety, security, or other requirement designated "critical" and Priority 2 issues are defined as those issues that adversely affect the accomplishment of an essential capability and no work-around solution is known. The Contractor shall follow their current IPDS process.

3.8.3 Production Capacity

The Contractor shall acquire equipment, tooling, facilities modifications, technical resources, operations manpower, and training necessary to provide capacity to meet delivery schedules for AN/TPY-2 radars. Included within this scope are increases in the manufacturing capacity at the Contractor's manufacturing facility and at the Contractor's Supplier facilities. This scope also includes any production gap costs incurred by the Contractor and second source supplier development. The items to be delivered under CLIN 0002 are included in Appendix F, along with the sell-off requirements. The items to be procured and incorporated as part of the AN/TPY-2 Strings in support of testing are included in Appendix G.

3.9 RESERVED

3.10 Radar Spares

Scope of task includes the procurement, production, and delivery of the UAE initial spares package for transfer of accountability to ALCS and UAE Air Force and Air Defense Management Information System (AADMIS) property management system.

3.10.1 Initial Spares Provisioning

1. The Contractor shall provide two (2) sets of initial spares (one set for each radar), including procurement and production of the initial spares. This effort will be bid under a separate action and will be added to the contract at a later date. (CLINs 6 and 7)
2. The Contractor shall provide a list of recommended spares for review 75 days prior to the provisioning conference IAW CDRL A032. (CLIN 1 and 11)
3. The Contractor shall support an Initial Spares Provisioning Conference, to define the final contents of the spares sets. (CLIN 1 and 11)
4. The spares shall be divided into Prescribed Load List (PLL) and Theater Authorized Stockage List (TASL) (locations to be determined at the Spares Provisioning Conference). The PLL and TASL spares shall accommodate a centralized stockage list. (CLIN 6 and 7)
5. Delivery of the Recommended Spare Parts Lists shall include the following data fields for each part (as available): (CLIN 1 and 11)
 - a. Part Number
 - b. Item Description
 - c. Recommended Quantity
 - d. Quantity in each Major End Item (MEI)
 - e. Quantity Unit Packed (QUP)
 - f. Unit Price
 - g. Shelf Life
 - h. Service Life Years
 - i. MTBF (Hours)
 - j. Failure Rate (Failures per Million Hours)
 - k. Repair (Where) or Discard

- l. SMR Code
 - m. PLL Qty
 - n. TASL Qty
 - o. Recommended Max-Min Reorder Points
 - p. Total Price
 - q. Mean Time To Repair (MTTR)
- 6. The Contractor shall DD250 the spare parts at the Contractor facility. (CLINs 6 and 7)
 - 7. The Contractor shall ship the spare parts to the CONUS Element Integration and Check Out (EICO) and New Equipment Training (NET) location to be used for support during those activities. The Contractor Logistics Support (CLS) team shall maintain the spares throughout EICO and NET. Spares consumed during EICO and NET shall be returned to the Original Equipment Manufacturer (OEM) facilities for repair as part of Radar Repair and Return services. (CLINs 6 and 7)
 - 8. The contractor list of recommended spares shall support the system beginning at the completion of Radar Component Integration, (start of THAAD System-Level Integration), and shall continue through the OCONUS CLS period of performance.
 - 9. The contractor shall provide a reference guide to accompany the recommended spares list.

3.10.2 Annual Spares Provisioning

- 1. The Contractor shall conduct a total of three (3) spares provisioning conferences. The first spares provisioning conference is detailed above as the Initial Spares Provisioning Conference. The second spares provisioning conference shall be held approximately one (1) year after the first spares provisioning conference and the third spares provisioning conference shall be held approximately one (1) year after the second spares provisioning conference. At the Program Management Reviews, the contractor shall review and update spares provisioning data if required and directed by the USG. The Contractor shall provide a list of recommended spares for review 75 days prior to the annual provisioning conference.
- 2. The recommended spares list shall contain the information defined in Section 3.10.1 (Initial Spares Provisioning), paragraph # 5 where available.
- 3. In addition to the spares list, the Contractor shall identify parts and assemblies that are known to be out-of production.

3.10.3 Spares Approval and Procurement

- 1. The contractor shall provide spares in accordance with the Spares list included in this task as Enclosure 1 Unclassified Radar Spares (CLIN 06) and Enclosure 2 Sensitive Radar Spares (CLIN 07).
- 2. Acquisition of Radar spares to be divided into two (2) spares packages (one (1) for each radar), to be divided into PLL and TASL.
- 3. Appendix J Unclassified Radar Spares will be procured under CLIN 06.

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4. Appendix K Sensitive Radar Spares will be procured under CLIN 07.
5. Contractor shall ensure full complements of all spares procured are delivered in time to support CONUS EICO and NET activities, with the exception of the following:
 - a. Part Numbers G768208-6 (Enhanced Serial Communications Controller) and G772515-4 (Beam Processor) each contain a component (G768210-1 Curtiss Wright SBC SVME-179) that is obsolete. Any required re-design effort (NRE) will be completed under a separate contract, and delivery date will be confirmed upon completion of the effort.
 - b. Part Numbers 13553780-2 (CEU Control Logis Assembly) and 13671218-1-(LO Upconverter) are obsolete. Any required re-design effort (NRE) will be completed under a separate contract, and delivery date will be confirmed upon completion of the effort.

3.10.4 Obsolescence Buildup

1. The Contractor shall build up and maintain in manufacturing allowances at a Raytheon facility a quantity of 4 each P/N H461364 and a quantity of 5 each P/N H454678 under CLIN 07. These P/Ns will be programmed to the appropriate dash number as required at the time of failure. These quantities are in addition to the sparing quantities identified in Appendix K, and will be made available upon government direction. Residual material that constitutes a line item spare part shall be packaged and available to the Government at the end of the spares procurement period of performance.

3.11 Delivery of Spares

Delivery of spares shall include data fields for each part as identified in SOW 3.10. The data fields shall be updated with the information defined in Section 3.10.1, CDRL A032 (Initial Spares Provisioning), to include additional identification of:

1. Final unit pricing for each spare line
2. PMCS related items
3. Correct Unit of Issue data for each line (IAW DOD 4100.39-M, VOL 10, TABLE 53)
4. Correct shelf life of all items
5. Long lead part numbers that have a lead-time of 18 month or greater
6. Spares storage space and environmental requirements
7. Spares that may require firmware updates

3.12 RESERVED

3.13 CONUS Radar Sustainment

1. The Contractor shall provide the US CLS personnel requested by the THAAD UAE FMS customer to support the operation of AN/TPY-2/THAAD Radar Equipment in the US starting with DD 250 per Radar ATP of the equipment and continuing through shipment to the UAE upon completion of NET 1 and NET 2 including EICO in the US.
2. The Contractor shall provide a team of three (3) US personnel to ensure 1/8/5 Sustainment Coverage for both NET sessions held at WSMR for Battery B. The period of performance for the Battery B Team is anticipated to be 19 months, beginning in Program month 38 and ending in Program month 56.
3. The Contractor shall provide a team of three (3) US personnel to ensure 1/8/5 Sustainment Coverage for Battery A and THAAD Maintenance Facility (TMF) during US sustainment at Fort Bliss. The period of performance for the Battery A/TMF Team is anticipated to be 4 months, beginning in Program month 41 and ending in Program month 44.
4. The Contractor shall provide necessary US personnel to support one (1) Deep Maintenance activity at WSMR for Battery B Radar only.
5. The Contractor shall provide Maintenance contracts consistent with the requirements of the MAP and PMAP and support to major items (PPU, Environmental Control System, Processor) for 25 Radar months.
6. The Contractor shall provide Radar Consumables for 25 radar months (at 1/8/5 OPTEMPO).

3.14 OCONUS Radar Sustainment

1. The Contractor shall provide cleared, US-citizen (US) CLS personnel requested by the THAAD UAE FMS customer to support the operation and maintenance of AN/TPY-2/THAAD Radar Equipment in the UAE.
 - a. Contractor shall provide one (1) Radar CLS Manager (TMF) beginning in Program month 40 and ending in Program month 82 (43 months).
 - b. Contractor shall provide one (1) Radar Supply Tech (TMF) beginning in Program month 43 and ending in Program month 82 (40 months).
 - c. Contractor shall provide two (2) Radar Hardware Techs (TMF, Battery A) beginning in Program month 45 and ending in Program month 82 (38 months).
 - d. Contractor shall provide one (1) Radar Hardware Tech (Battery B) beginning in Program month 57 and ending in Program month 82 (26 months).
 - e. Contractor shall provide one (1) Radar Software Tech (Battery A) beginning in Program month 45 and ending in Program month 82 (38 months).
 - f. Contractor shall provide one (1) Radar Software Tech (Battery B) beginning in Program month 57 and ending in Program month 82 (26 months).
 - g. Contractor shall provide one (1) Radar Power Engineer (TMF) beginning in Program month 40 and ending in Program month 82 (43 months).

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- h. Contractor shall provide one (1) Radar Power Technician (Battery B) beginning in Program month 57 and ending in Program month 82 (26 months).
 - i. Contractor shall provide one (1) OCONUS Trainer beginning in Program month 46 and ending in Program month 58 (12 months).
 - j. Identification of positions with a site is notional and shall not preclude reassignment or movement of personnel between sites to meet mission requirements.
- 2. The Contractor shall provide necessary US personnel to support annual scheduled Radar Deep Maintenances, estimated at two (2) for Battery B and three (3) for Battery A during the UAE CLS period of performance; as well as US personnel to backfill CLS personnel during their leave periods (annual home visit and emergency/illness if required).
 - 3. The Contractor shall provide Maintenance contracts consistent with the requirements of the MAP and PMAP and support to major items (PPU, Environmental Control System, Processor) for 60 Radar months.
 - 4. The Contractor shall provide Radar Consumables for 60 radar months (at 1/8/5 OPTEMPO).

3.15 Radar Repair and Return Services

- 1. The Contractor shall provide Radar R and R Services for AN/TPY-2 Radar failed components.
- 2. Upon a Radar component failure, Contractor shall request authorization for repair from Government designated approver.
- 3. After authorization, Contractor shall return the AN/TPY-2 Radar failed component to the Radar Material Consolidation Point for reparability analysis if the repair is authorized by the UAE.
- 4. The Contractor shall provide reparability analysis of the failed component. If estimated cost of repair exceeds 50% of the new part cost, the Contractor shall notify Government designated approver in order to receive disposition instructions.
- 5. The Contractor shall provide THAAD UAE FMS property control that will track the items through the repair process, perform the repair and return (via GBL) the repaired item to the UAE for re-insertion into the Radar supply system. Turnaround time for Radar R and R services shall not exceed 180 days, measured from the date the failed item is received at the Radar Material Consolidation Point to be inducted for repair until the date the repaired item is ready for return shipment to the UAE.
- 6. The Contractor shall provide an R and R Services report monthly documenting at what stage each repair candidate is located, status of repair, and estimated completion date IAW CDRLA018.
- 7. Radar R and R Services shall begin at the completion of Radar Component Integration, (start of THAAD System-Level Integration), and shall continue through the OCONUS CLS period of performance.

3.16 Sustainment Phase Technical Services Radar Support

The Contractor shall provide US personnel to implement Home Office Radar Support Services to support operation of the two (2) UAE radars.

3.16.1 Sustainment Phase Technical Services Engineering and Quality Support

The Contractor shall provide Engineering Subject Matter Experts and Specialty Engineering Experts to develop root cause and corrective action identification for issues that arise during in-country sustainment of the two (2) FMS radars. Note: Hardware and Software corrective action implementations are not covered under this contract and will require contract modification for incorporation. The Contractor will include the following expert support:

- **Engineering Support**

The Contractor shall provide Subject Matter Experts for Mechanical, Electrical, Software and System Engineering for troubleshooting, analysis of radar performance, and anomaly resolution of issues that arise during in country sustainment of two radars. Engineering Support shall focus on (b)(5) Software Failure Reporting, Analysis, and Corrective Action System (FRACAS); and Hardware FRACAS: to include Radar reliability analysis for UAE Radar equipment failure events.

- **Specialty Engineering Support**

The Contractor shall provide Specialty Engineering support that includes the following:

1. **Hazard Analysis and Tracking:** The Contractor shall provide Operating and Support Hazard Analysis (OSHA) reports developed during the in country CLS Sustainment period of performance and maintenance of Hazard Tracking Logs to ensure all safety issues are resolved or mitigated.
2. **System Safety Assessment:** The Contractor shall provide generation of System Safety Assessment Reports (SARs) and performance of safety assessments on site locations post-delivery of AN/TPY-2 Radar.
3. **Logistics Support:** The Contractor shall provide Logistics Support Analysis to maintain the baseline for the delivered hardware configuration and applicable updates to tools and test equipment required to support the two Radars.

- **Reliability, Availability, Maintainability and Testability (RAM-T) Analysis**

The Contractor shall provide Reliability, Availability, and Maintainability Analysis for both radars. The Contractor shall implement proven tasks, tools, and techniques to incorporate RAM-T into the Radar redesign, to eliminate deficiencies during assembly and test, and to verify and maintain operational RAM-T performance of the hardware and software. Testability shall be included as an integral part of the RAM-T program. The Contractor shall provide quality assurance support to maintain an effective quality system.

3.16.2 Sustainment Phase Technical Services Radar Failure Reporting

The Contractor shall provide a Hardware (HW) Failure Reporting, Analysis, and Corrective Action System (FRACAS) and maintenance of the FRACAS throughout the sustainment phase. The Contractor shall provide radar reliability analysis including performance of Failure Modes

Effects and Criticality Analysis (FMECA) IAW CDRL A027 for all UAE radar equipment critical failure events. Contractor shall conduct Common Failure Review Board (FRB) Meetings that are shared with the USG program. The Contractor shall encourage participation in the FRACAS program by THAAD UAE FMS customer. Per agreement with the THAAD UAE FMS customer, FRACAS is limited to 1 event per month over the sustainment period of performance and submit data packages IAW CDRL A033.

3.16.3 Sustainment Phase Technical Services Support to Radar Maintenance

The Contractor shall provide planning and execution of Annual Preventative Maintenance including antenna module replacements to two UAE radars.

The Contractor shall provide corrective maintenance action tracking, preventative maintenance tracking and configuration management through use of the Automated Logistics Controls System (ALCS).

3.16.4 Sustainment Phase Technical Services Support to Spares Provisioning

The Contractor shall provide Radar Spares/Parts Management Support to support preparation for the Spares Provisioning conferences and to ensure the proper level of provisioning to maintain the two UAE radars.

3.16.5 Sustainment Phase Technical Services Personnel Development and Deployment

The Contractor shall provide Personnel Development and Deployment Phasing for in country support to UAE CLS staff needs. The Contractor shall ensure that development and deployment phasing are performed on a continuing basis as needed, based on a predicted attrition rate for in country personnel.

3.17 Engineering Technical Services (Option)

The contractor shall provide engineering services effort (e.g., trade studies, special studies, and support to the Government) for all radar components in support of the THAAD element. Engineering services documentation shall be prepared IAW DID DI-MISC-80508 (CDRL A009). The Funds and Man-Hour Expenditure Report shall be prepared IAW DID DI-FNCL-80331 (CDRL A045). The LOA provides for future Engineering Services effort and the U.S. Government will issue scope and funding through issuance of Technical Instructions which will be incorporated as required during the period of performance.

3.18 Maintenance Shelters (Option) RESERVED

3.19 HEMIT A4 Prime Mover 5th Wheel Adapter

The Contractor shall provide engineering services to the USG or its designee for the manufacture of the 5th wheel adapter. In addition, the Contractor shall:

1. Provide an updated training data package that includes the installation and use of the 5th wheel adapter.
2. Provide an updated maintenance technical data package for the maintenance of the 5th wheel adapter.
3. Provide an updated training data package to the Contractor Logistics Support team on the care and maintenance of the 5th wheel adapter.

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4. Design a packaging solution for the HEMTT adapter. The Contractor shall design containers for the storage and shipping of the 5th wheel adapter that meet AR 700-15 or DLAD 4145.7 definition of Level A for preservation and packing.
5. Provide packaging for 2 spare HEMTT adapters (consistent with class A packaging). The Contractor shall construct packaging for the storage and shipping of the 5th wheel adapters that meet AR 700-15 or DLAB 4145.7 definition of Level A for preservation and packing. The Contractor shall provide special packaging instructions (SPI).
6. Ship 5th wheel adapters packaging to the US Army AMRDEC Prototype Integration Facility (PIF) located in Huntsville, Alabama.
7. Provide engineering services to the USG or its designee for the design and conduct of 5th wheel adapter fit check/demonstration and safety assessment.
8. Install 5th wheel adapter on the HEMTT A4 Prime Movers located at Ft. Bliss, Texas.
9. Install 5th wheel adapter on the HEMTT A4 Prime Movers located in the WSMR.
10. Provide a classroom orientation on the HEMTT M983A4 5th Wheel Adapter as part of the HEMTT M938A4 Driver indoctrination course.

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Appendix A: Out-of-Production Parts List

LRU P/N	LRU Description	NHA P/N	NHA Description	Radar Phase In
G743575-1	Buffered Input CCA	G743550-1 G743565-1 G743545-1 G743559-1	RF Upconverter, Downconverter, Power Monitor, NB Upconverter	(b)(4)
13553788-1	Subarray Controller CCA	13553200	Subarray Module ***	(b)(4)
H316652-1	Ethernet Module CCA	G768208-5	SBC Controller CCA	(b)(4)
H293999-2	Multi-Volt CCA	G745431-3	AC/DC Converter Assembly	(b)(4)
G768216-2	Strobe Buffer CCA	13635492-1	BSG Circuit Card Set	(b)(4)
G768213-4	Control Panel Interface CCA	13635492-1	BSG Circuit Card Set	(b)(4)
G768212-2	Subarray Timing Controller CCA	13635492-1	BSG Circuit Card Set	(b)(4)
G743573-1	NB IF Generator	G743554-3	REX Analog Module Set	(b)(4)
13626986-1	Phase Locked Oscillator	13626987-1	PLO Module Assembly	(b)(4)
G772714-1	Subarray Driver	G772515-4	Beam Processor Circuit Card Assembly	(b)(4)
G744050-2	Cap Bank CCA	G744053-2	AC/DC Converter Assembly	(b)(4)
PL13634002-2	TRIMM PLC	PL13634002-2	TRIMM	(b)(4)
13670549-1	TPS	13553200	Subarray Module ***	(b)(4)
13599992-3	Equalizer	13553200	Subarray Module ***	(b)(4)
G743556-100	ASSEMBLY, LO GENERATOR	G743553-100	OB ANALOG MOD SET ***	(b)(4)
G743547-100	ASSEMBLY, LO UPCONVERTER	G743553-100	OB ANALOG MOD SET ***	(b)(4)
G769153-100	ASSEMBLY, AUX LO UPCONVERTER	G743553-100	OB ANALOG MOD SET ***	(b)(4)
G743550-100	ASSEMBLY, RF UPCONVERTER	G743553-100	OB ANALOG MOD SET ***	(b)(4)
G743565-100	ASSEMBLY, DOWNCONVERTER	G743553-100	OB ANALOG MOD SET ***	(b)(4)

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Appendix B: AN/TPY-2 Radars Baseline Inclusions

Per SOW Paragraph 3.7.2, the following shall be incorporated into the baseline and build of the Radars.

Annex 4A – Change Notices (approved and pending as of 15 September 2011)

IR/CN#	CI	Description	State	P/N
CN412550	THAAD_AE-M	Update UID requirement for Brake Caliper Assembly	CCB Review	PL13553664-1
CN398510	THAAD_AE-M	Change material of press fit locating pin in chassis13633969	CCB Review	13671173
CN410719	THAAD_ACDC	Update AC/DC TMDP Torque callout	CCB Review	G745431
CN410957	THAAD_AE-M	Add missing P/N to DC/DC converter PL	In Work	
CN411730	THAAD_AE-M	Update Documentation per Remmele CIR1114 & CIR1116 CIR114: Drawings 13597925, 13597926 & 13597927 material callout update 1100-H14 was 1100-H18. CIR116: PL13553723-50 F/N 204 NAS1352-6-16P was NAS1352-06-16P	CM Review	13597925, 13597926, 13597927
CN412030	THAAD_AE-M	Change surface finish on edge of H280340	CM Review	
CN7033324	THAAD_TRMM	Changing -1 and -2 to order material without PSA backing. Issue 2: Changed H345734-1, -2 Break-In from 225 to 232.	CCB Review	H345734
CN412851	XBR_TXBR_XB	Change Conformal Coat Masking process on BSG Backplane	CCB Review	
CN413090	THAAD_ACDC	UPDATE PER CR088411 - MODIFY CABLE ASSEMBLY W7 G770128-1	CM Review	
CN414252	THAAD	Remmele CIRs 1117, 1118 and 1119	In Work	
CN409389	THAAD_TRMM	Conductive Foam Gasket drawing clerical errors correction	Rework	H345734
CN414332	THAAD_EEU	GFCI retrofit instructions (related to convenience outlets for Maintainer's Area)	In Work	
CN413391	THAAD_CEU	Firmware update to create 13601501-6	In Work	
CN411451	THAAD_CEU	Fan Motor Kit UID Label addition	CCB Review	13601505, 13601506
CN414210	THAAD_CEU	Fan system controller firmware update	In Work	
CN395943	THAAD_CEU	Welded saddlebag connection for Glenair conduit	CM Review	
CN403488	THAAD_CEU	Burtek ECRs: ECR-01633, ECR-01624, ECR-01631, ECR-01646 13551202 Pipe Bracket, 13598478 Main Frame Weldment, 13600439 Front Panel, 13599069 Accessories, Rigid Alum Conduit	CM Review	13600439, 13598478, 13551202, 13599069
CN406528	THAAD_CEU	Correct hole sizes on A106 junction box	CCB Review	13552910
CN407372	THAAD_CEU	Updates per ECR-01584	CCB Review	13600717

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CN407371	THAAD_CEU	Updates per ECR-01589	CCB Review	PL13600174-1, PL13600173-1, PL13599559-1
CN411490	THAAD_CEU	ADD -2 PART RTD COVER GASKET	CM Review	13634192
CN302563	THAAD_ECS	EEU ECS Component	Rework	13671087, 13671147, 13671148, 13671167, 13671166
CN413651	THAAD_ECS	Update Condenser model with shorter coils	In Work	
CN413653	THAAD_ECS	Eliminate conduit interference	In Work	
CN413511	THAAD_ECS	Eliminate Kingpin Hydraulics interference	In Work	
CN410192	THAAD_EEU	Update G774168 - Add Correct Vendor Part Numbers	CCB Review	G774168
CN411056	THAAD_ECS	Smaller Condenser Coils (13670490-5 and 6) added	CM Review	13670490
CN305055	THAAD_REX	Digital Card Set update PL to call out new 13670842-1, 13670843-1 CCAs	CCB Review	PLG743583-3
CN307075	XBR_TXBR_XB	G766755 (Polarization Chart) add new DDC, HWC CCAs to THAAD REX G761429-1	CCB Review	
CN402690	THAAD_EEU	Paint Note Correction	CM Review	
CN406789	THAAD_SDPE	Change SDPE to call out new IQ Switch	CCB Review	PL13553856-5, PL13552506-4, PL13671174-1, PL13671174-2
CN411000	THAAD_EEU	Electrical Installation (13552997) changes for MEC CIRs CIR #E014 identified a location where a Find Number is shown, but not identified in the drawing. Without this information, the emergency lighting could be incorrectly assembled and/or cause installation delays. The appropriate Find Number call-out will be added. CIR #E015 identified an undersized hole that accepts a rivet. We will change the diameter call out for the hole to correct the problem. Without this solution, the unit could not be built per print.	In Work	
CN412310	THAAD_EEU	Update 13598008 for parts that are not bonded	In Work	
CN412830	THAAD_REX	Update Filter, Bandpass IIP3 value per supplier input	CCB Review	
CN413211	THAAD_SDPE	Radar 8 HSR Configuration	In Work	

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ANNEX 4B – Change Requests (in-process as of 15 September 2011)

IR/CR #	Major CI	Secondary Item
30TA-000-57198	AEU	BSG
30TA-000-57273	CEU	4160 Cable Clamp
30TA-000-57570	CEU	Kingpin Airbag Fittings
53TA-000-57507	CEU/EEU	S6 Diff Pressure Switch
71TA-MED-59045	CEU	Pendant Storage Door (also listed in SOW para. 3.1.2.2)
71TA-MED-59049	CEU	CEU Door
71TA-MED-59054	CEU	Hydronics Door Nut
71TA-MED-59149	CEU	Cover Hinge
72BD-000-55482	AEU	Bay 9 Amplifier
72TA-000-55833	AEU	AC/DC Heat Sink
72TA-000-55968	AEU	Buss bar marking
72TA-000-57019	AEU	PDPFPA
72TA-000-57104	CEU	Cable Reel
72TA-000-57419	AEU	BSG
72TA-000-57464	RADAR	LOOP STRAP FASTENER
72TA-000-57697	AEU	Seven Beam Search Rack
72TA-FAB-51741	EEU	Pro/E Model
CR012436	CEU	Motor Pump Grease
CR012577	EEU	Personnel Door Redesign
30TA-000-59189	AEU	W50 (ConnectS to SIA)
72TA-000-56425	EEU	Spacer Plate

Appendix C: CLIN Structure

The following table details the CLIN structure as of the revision date of the document.

CLIN	Description
0001	Two AN/TPY-2 FMS Radars
0002	Production Capacity
0003	Processor (SDO) Update
0004	Software Updates
0005	Modification Kits
0006	Radar Spares - Unclassified
0007	Radar Spares - Sensitive
0008	Radar Sustainment Services (US PoP)
0009	Radar Sustainment Services (UAE PoP)
0010	Radar Repair & Return
0011	Radar Technical Services
0012	Data for CLINs 0001 – 0011 and 0013 – 0014

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Appendix D: List of Contract Data Requirements Lists (CDRLs)

CDRL#	SOW Paragraph(s)	Title
A001	3.1.10	Competition Plan
A002	3.1.8	Cost Data Summary Report (DD Form 1921)
A003	3.2.8.10	Government Property Physical Inventory Count or Custodial Balance Report
A004	3.2.3.2.3	Program Protection Implementation Plan (PPIP)
A008	3.1.5	Integrated Master Schedule (IMS)
A009	3.2.6.1, 3.2.6.3, 3.8.1, 3.17	Technical Report - Study/Services
A010	3.7.5	Technical Information Report
A012	3.6.6	Transition Plan
A013	3.2.6.1, 3.2.6.3	Test Plan - DVT/Qualification/NFR
A014	3.7.5	Acceptance Test Plan (ATP)
A015	3.2.8.4.5	Product Drawings-Models and Associated Lists
A016	3.2.8.4.5	Performance Specification Docs
A017	3.2.8.4.5	Interface Control Document (ICD)
A018	3.1.3, 3.1.7.3, 3.2.4, 3.2.8.7, 3.15	Data Accession List (DAL)
A019	3.2.8.2	Engineering Change Proposal (ECP)
A020	3.2.8.2	Request for Deviation (RFD)
A021	3.2.4, 3.2.8.4.5	Computer Software Product End Items
A022	3.3.4.3	Parts Management Plan
A023	3.5.6	Quality Program Plan (QPP)
A024	3.3.1, 3.3.1.1, 3.3.4.2	Quality Assessment Report
A026	3.3.1.2	Environmental Stress Screening (ESS) Procedures and Implementation Plan
A027	3.6.3, 3.16.2	Failure Modes, Effects, and Criticality Analysis (FMECA) Report
A028	3.2.8.10	Government Property Physical Inventory Count or Custodial Balance Report
A030	3.2.8.4.1, 3.2.8.4.5	Specification Change Notice (SCN)
A032	3.10.1	Provisioning Parts List (PPLs)
A033	3.16.2	Failure Report and Corrective Action System (FRACAS) Report
A034	3.1.8	Contract Funds Status Report (CFSR)
A036	3.1.8	Contract Cost Performance Report (CPR)
A037	3.1.7.3	Technical Report - Study/Services
A038	3.2.8	Contractor's Configuration Management Plan
A039	3.1.6	Contract Work Breakdown Structure (CWBS)
A043	3.1.7.2	Design Review Information Package (DRIP)
A045	3.17	Funds and Man-Hour Expenditure Report
A046	3.2.2	Contractor's Risk Management Plan
A047	3.1.8	Software Resources Data Reporting (SRDR) initial
A048	3.1.8	Software Resources Data Reporting (SRDR) final

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COST AND SOFTWARE DATA REPORTING PLAN										Rev. Approved OSMR No. 0704-0188																																																																																																																																																																																																																																																																																																																																																																																	
<p>The public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing information collection. 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, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any notice that may appear on this collection of information, it is subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE ABOVE ORGANIZATION.</p>																																																																																																																																																																																																																																																																																																																																																																																											
<p>1. MAJOR PROGRAM a. NAME: ANTPY-2, F115 Radar's 1 & 2</p> <p>2. WS SYSTEM TYPE: Electronic System</p> <p>3. SUBMISSION TYPE: <input checked="" type="checkbox"/> INITIAL <input type="checkbox"/> CHANGE</p> <p>4. CURRENT SUBMISSION DATE: 20131212</p> <p>5. LAST APPROVED PLAN DATE: (YYYYMMDD)</p>																																																																																																																																																																																																																																																																																																																																																																																											
<p>6. PHASE/LESTONE: <input type="checkbox"/> Pre-A <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C-RRP <input checked="" type="checkbox"/> C-RRP <input checked="" type="checkbox"/> O-RRP <input checked="" type="checkbox"/> O-RRP</p> <p>7. PRIME MISSION PRODUCT: ANTPY-2</p> <p>8a. POINT OF CONTACT (POC) NAME AND ADDRESS (Include ZIP Code): Missile Defense Agency Bldg 5224, Martin Road Redstone Arsenal, AL 35898</p> <p>8b. TELEPHONE NUMBER (Include Area Code): (b)(6)</p> <p>8c. FAX NUMBER (Include Area Code): (b)(6)</p> <p>8d. E-MAIL ADDRESS: (b)(6)</p>																																																																																																																																																																																																																																																																																																																																																																																											
<p>9. PLAN TYPE: <input checked="" type="checkbox"/> PROGRAM <input type="checkbox"/> CONTRACT (PRIME) <input type="checkbox"/> CONTRACT (SUB)</p> <p>10. PREPARING ORGANIZATION: MDAS/N</p> <p>11. CONTRACTOR NAME/ADDRESS: Raytheon Company 225 Presidential Way Woburn, MA 01801-5143</p> <p>12. DIVISION: Integrated Defense Systems 50 Apple Hill Dr. Tewksbury, MA 01876</p> <p>13. CONTRACT NUMBER: (b)(6)</p> <p>14. APPROPRIATION: <input type="checkbox"/> ROTSE <input type="checkbox"/> PROCU/BIENT <input checked="" type="checkbox"/> NONE</p> <p>15. APPROVED PLAN NUMBER: (b)(6)</p>																																																																																																																																																																																																																																																																																																																																																																																											
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1.1.1.7.1		X	X																																																																																																																																																																																																																																																																																																																																																																																								
1.1.1.7.2		X	X																																																																																																																																																																																																																																																																																																																																																																																								
1.1.1.7.3		X	X																																																																																																																																																																																																																																																																																																																																																																																								
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1.1.1.7.5		X	X																																																																																																																																																																																																																																																																																																																																																																																								
1.1.2		X	X																																																																																																																																																																																																																																																																																																																																																																																								
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1.1.2.1.3		X	X																																																																																																																																																																																																																																																																																																																																																																																								

Appendix E: Cost and Software Data Reporting (CSDR) Plan

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11. WB ELEMENT CODE		12. WB REPORTING ELEMENT II	13. REPORT I REQUIRED (X if applicable)					
a. PROGRAM/ CONTRACT/	b. CONTRACT/ SUBCONTRACT		a. CWS DICTIONARY	b. DD 1521 (C&R)	c. DD 1521-1 (FCHRI)	d. DD 1521-2 (PCR)	e. DD 1521-4 (C&R)	f. SRDR FORMAT I
1.1.2.1.4			(b)(4)	X	X			
1.1.2.1.5		X		X				
1.1.2.1.6		X		X				
1.1.2.1.7		X		X				
1.1.2.1.8		X		X				
1.1.2.1.9		X		X				
1.1.2.2		X		X				
1.1.2.2.1		X		X				
1.1.2.2.2		X		X				
1.1.2.2.3		X		X				
1.1.2.2.3.1		X		X				
1.1.2.2.3.2		X		X				
1.1.2.2.4		X		X				
1.1.2.2.5		X		X				
1.1.2.2.6		X		X				
1.1.2.2.7		X		X				
1.1.2.3		X		X				
1.1.2.3.1		X		X				
1.1.2.3.2		X		X				
1.1.2.4		X		X				
1.1.2.5		X		X				
1.1.2.6		X		X				
1.1.2.6.1		X		X				
1.1.2.6.2		X		X				
1.1.2.6.3		X		X				
1.1.2.6.4		X		X				
1.1.2.7		X		X				
1.1.2.7.1		X		X				
1.1.2.7.2		X		X				
1.1.2.7.3		X		X				
1.1.2.7.4		X		X				
1.1.2.7.5		X		X				
1.1.3		X		X				
1.1.3.1		X		X				
1.1.3.1.1		X		X				
1.1.3.1.2		X		X				
1.1.3.2		X		X				
1.1.3.3		X		X				
1.1.3.3.1		X		X				
1.1.3.3.2		X		X				
1.1.3.4		X		X				
1.1.3.4.1		X		X				
1.1.3.4.2		X		X				
1.1.3.4.3		X		X				
1.1.4		X		X				
1.1.4.1		X		X				
1.1.4.2		X		X				
1.1.4.3		X		X				
1.1.4.3.1		X		X				
1.1.4.3.2		X		X				
1.2		X		X				
1.2.1		X		X				
1.2.2		X		X				
1.3		X		X				
1.3.1		X		X				
1.4		X		X				
1.4.1		X		X				
1.4.2		X		X				
1.4.3		X		X				
1.4.4		X		X				
1.4.4.1		X		X				
1.4.4.2		X		X				
1.4.5		X		X				
1.4.6		X		X				
1.4.7		X		X				
1.4.7.1		X		X				

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11. WB ELEMENT CODE		12. WB & REPORTING ELEMENTS	13. REPORTS REQUIRED (X if applicable)					
a. PROGRAM/ CONTRACT	b. CONTRACT/ SUBCONTRACT		c. DWS DICTIONARY	d. DD 1621 (CDER)	e. DD 1621-1 (FCHR)	f. DD 1621-2 (PCR)	g. DD 1621-4 (CER)	h. ERDR FORMATS
1.4.7.2		(b)(4)	X	X				
1.4.8			X	X				
1.4.9			X	X				
1.4.10			X	X				
1.5			X	X				
1.6			X	X				
1.7			X	X				
1.7.1			X	X				
1.7.2			X	X				
1.8			X	X				
1.9			X	X				
1.10			X	X				
1.10.1			X	X				
1.10.2			X	X				
1.11			X	X				
1.11.1			X	X				
1.11.1.1			X	X				
1.11.1.2			X	X				
1.11.2			X	X				
1.11.2.1			X	X				
1.11.2.2			X	X				
1.12			X	X				
1.12.1			X	X				
1.12.1.1			X	X				
1.12.1.2			X	X				
1.12.1.2.1			X	X				
1.12.1.2.2			X	X				
1.12.1.2.3			X	X				
1.12.1.3			X	X				
1.12.1.3.1			X	X				
1.12.1.3.2			X	X				
1.12.1.4			X	X				
1.12.1.4.1			X	X				
1.12.1.4.2			X	X				
1.12.1.4.3			X	X				
1.12.1.5			X	X				
1.12.1.6			X	X				
1.12.2			X	X				
1.12.2.1			X	X				
1.12.2.1.1			X	X				
1.12.2.1.2			X	X				
1.12.2.2			X	X				
1.12.2.2.1			X	X				
1.12.2.2.2			X	X				
1.12.2.2.3			X	X				
1.12.2.3			X	X				
1.12.2.3.1			X	X				
1.12.2.4			X	X				
1.12.2.4.1			X	X				
1.12.2.4.2			X	X				
1.12.2.4.3			X	X				
1.12.2.5			X	X				
1.12.2.6			X	X				
1.12.2.6.1			X	X				
1.12.2.6.2		X	X					

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14. C&DR SUBMISSION DATES				
a. SUBMISSION	b. FORM(S)	c. EVENT	d. AS OF DATE (YYYYMMDD)	e. DUE DATE (YYYYMMDD)
1	1921 Initial Report, SRDR Initial Developer Report	60 Days after Contract Definition		60 days after close of period
2	1921	Annual Submission - FY2013	20130930	20131230
3	1921	Annual Submission - FY2014	20140930	20141230
4	1921	Annual Submission - FY2015	20150930	20151230
5	SRDR Final Developer Report	Delivery of FMS Radar 2	20150630	20150930
6	1921	Annual Submission - FY2016	20160930	20161230
7	1921	Annual Submission - FY2017	20170930	20171230
8	1921	Annual Submission - FY2018	20180930	20181230
9	1921 Final Report	60 Days after 95% of Contract costs have been incurred	TBD	TBD

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Appendix F: CLIN 0002 Deliverables

The contractor will validate the test stations in accordance with established contractor policies and procedures. The Missile Defense Agency may witness the validation process and the contractor will notify the government prior to the validation.

(b)(4)

(b)(4) The contractor will procure the material through the engineering function and PMCB approval shall not be required. The hardware is considered test equipment and the requirements under SP1086 and Test System Change Authorization (TSCA) are waived. The contractor shall develop a test plan that the government may witness. The Capacity String will be tagged as Government Property. The capacity string parts lists and block diagram will be released in PDM as engineering controlled releases.

This hardware will be shipped in place to remain at Raytheon facilities for use on future AN/TPY-2 Contracts.



Appendix G: Information Technology Equipment

Items to be procured and used at part of the AN/TPY-2 Strings in support of testing both UAE and future AN/TYP-2 hardware.

Part Number	Vendor	Description	<div data-bbox="992 415 1086 470">(b)(4)</div> Based Strings	<div data-bbox="1146 422 1232 476">(b)(4)</div> EQT Hardware	Total
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

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Appendix H: Contractor Procurement of Government Furnished Equipment Items

- A Technical Data Package modification is required, along with associated CCB reviews, to designate these items as “procure” instead of “GFE”.
- The ICD “2009509 REV A RLP36 ICD” reflects the actual condition and interfaces as specified for the printer, General Dynamics P/N: 11-2855414-1.
- All items, or their replacement, are exempt from qualification testing, Parts and Material Control Board (PMCB) approvals and FRACAS during the period of performance of this contract.
- If any of these items become unprocureable, the issue will be addressed IAW SOW Paragraph 3.3.3.3, Out-of-Production Parts Management for unknown obsolescence. Specifically, the Radar Display Unit is in short supply due to obsolescence and may require an alternate part number identification. In the table below, part numbers that have been struck through represent the original part number which was replaced by the one listed below it.
- Raytheon reserves the right to an equitable adjustment for cost and schedule should General Dynamics reject or delay our request for procurement of these items.

ITEM #	NOMENCLATURE	NSN/PN	QTY REQ Per Radar	UAE R1 Need Date	UAE R2 Need Date	QTY REQ per radar	Total QTY REQ: R1 & R2	DODAAC/Ship-to Address
1	Radar Display Unit (RDU)	5840-01-467-4229	1 ea per AEU	Apr-13	Oct-13	1	2	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
2	Laser Printer, G774168-312, (FN 53 on PL13553812-2)	11-2801931-2 11-2854550-1	1 ea per EEU	Apr-13	Oct-13	1	2	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
3	Laser Printer, G774168-312, (FN 53 on PL13553812-2) SPARE	11-2801931-2 11-2854550-1	1 ea per EEU	Apr-13	Oct-13	1	2	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
4	Rugged 21" display, ground strap included	02-2860248-1	2 ea per EEU	Apr-13	Oct-13	2	4	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
5	Rugged 21" display, ground strap included, SPARE	02-2860248-1	2 ea per EEU	Apr-13	Oct-13	1	2	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
6	COMMERCIAL KEYBOARD WITH INTEGRAL TRACKBALL G774168-3	02-2800905-1	2 ea per EEU	Apr-13	Oct-13	2	4	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)
7	V2 10' AC Power Cable - Standard	09-2757123-1	2 ea per EEU	Apr-13	Oct-13	2	4	CL0V9P - Raytheon Technical Service Co., LLC, Material Consolidation Point, 22 Cotton Road, Suite B, Nashua, NH. 03063, M/F UAE R1 & R2 GFE. Attn: (b)(6)

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(b)(4)

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(b)(4)

(b)(4)

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(b)
(4)

Appendix J: Unclassified Spares List

(b)(4)



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Withheld in Full

Under Exemption (b)(4)