

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DX-A2	PAGE OF PAGES 1 59		
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0147-09-D-0001		3. EFFECTIVE DATE 01 Nov 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.				
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	6. ADMINISTERED BY (If other than Item 5) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337			CODE S0305A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85706-9367				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 15090				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		
11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) JENNIFER KOURY, MDAKV CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001		CODE HQ0147	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-COWEST ENTITLEMENT OPERATION P.O. BOX 182381 COLUMBUS OH 43218-2381			CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE								
15G. TOTAL AMOUNT OF CONTRACT						\$441,900,000.00		
16. TABLE OF CONTENTS								
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number HQ0147-08-R-0010 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER ELIZABETH H. MOULDER / CONTRACTING OFFICER TEL: 256-450-1014 EMAIL: Elizabeth.Moulder@nda.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <i>Elizabeth H. Moulder</i> (Signature of Contracting Officer)		20C. DATE SIGNED 31-Oct-2008		
BY _____ (Signature of person authorized to sign)								

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		441,900,000	Dollars, U.S.	UNDEFINED	\$441,900,000.00

Statement of Objectives

CPAF

Statement of Objectives, dated 14 March 2008, titled "Multiple Kill Vehicle (MKV) Payload System Development Contract," incorporated herein and attached as set forth in Section J, hereof. Efforts will be awarded under individual Task Orders.

FOB: Destination

MAX COST	(b)(4)
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	\$441,900,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0002					

MKV CPFF

CPFF

Statement of Objectives, dated 14 March 2008, titled "Multiple Kill Vehicle (MKV) Payload System Development Contract," incorporated herein and attached as set forth in Section J, hereof. Efforts will be awarded under individual Task Orders.

FOB: Destination

ESTIMATED COST	\$0.00
FIXED FEE	\$0.00
TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					NSP

CDRLs

CPAF

Data to be delivered under this contract shall be that cited in Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. A001 through A011 and A00A through A0ZZ. Contractor shall submit reports in accordance with Data Item Descriptions (DD Form 1664) incorporated herein by reference as set forth in Section J.

FOB: Destination

ESTIMATED COST	\$0.00
BASE FEE	\$0.00
SUBTOTAL EST COST + BASE	\$0.00
MAX AWARD FEE	\$0.00
TOTAL EST COST + FEE	\$0.00

CLAUSES INCORPORATED BY FULL TEXT

B-01 LINE ITEM DESCRIPTION (MAY 2005)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of all negotiated task orders.

B-03 CONTRACT TYPE (MAY 2005)

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with provisions for multiple cost reimbursement type pricing arrangements (including Cost Plus Award Fee (CPAF) and Cost Plus Fixed Fee (CPFF)) available for use in pricing individual task orders. It is anticipated that most, if not all, task orders will be completion type and will be solicited, negotiated and awarded as bilateral task orders utilizing the previously negotiated fee arrangements set forth in this Section. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization), utilizing the previously negotiated fee arrangements set forth in this Section and a not to exceed ceiling amount (estimated cost plus fee) provided by the contractor. It is anticipated that most, if not all, task orders will be CPAF; however, the Government reserves the right to utilize CPFF when determined more appropriate in individual task orders. See Section H for Task Order procedures.

MDA B-11 (MKV-R)
MAXIMUM-MINIMUM VALUE

The minimum amount guaranteed under this contract is \$250,000. The maximum amount (ceiling) set forth for this contract is \$441,900,000 and reflects the estimated total Cost Plus Award Fee and Cost Plus Fixed Fee value of all task orders which would be required to be completed and defined in Statement of Objectives. Individual task orders issued under the basic contract will obligate the actual funds. The Government reserves the right to evaluate, negotiate and award Task Orders based upon proposal submittals in response to a RFP issued under this contract.

MDA B-12 (MKV-R)
TASK ORDER PRICING

The negotiated fee arrangements set forth in this Section shall be utilized to establish the fee structure of each task order issued under this contract. Upon receipt of a Request for Task Order Proposal in accordance with the Ordering Provisions set forth in Section H, the Contractor shall develop and submit his proposed estimated cost and fee structure for the Task Order in question. If the government determines that it is necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion into paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. Upon conclusion of negotiations, a bilateral task order or task order revision will set forth the total estimated CPAF or CPFF and, in the case of CPAF orders, establish the Award Fee terms and conditions for that order.

MDA B-13 (MKV-R)
PRENEGOTIATED FEE ARRANGEMENTS

For each CPAF task order, the Base Fee shall be 0%, the Award Fee shall be 15% of the estimated cost of such order. For any CPFF task order, the Fixed Fee shall be TBD of the estimated cost of such order.

MDA B-14 (MKV-R)
AWARD FEE

a. The contractor's performance hereunder shall be evaluated every (*) months in accordance with the document entitled "Award Fee Determination Plan," attached hereto. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately 30 days following completion of each (*) month period.

b. Fee determinations by the Award Fee Determining Official are unilateral decisions made solely at the discretion of the Government. This subjective decision as to the amount of fee earned shall be unilateral and final, subject to the Disputes clause of the contract.

c. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract, as set forth in individual task orders:

AWARD	AWARD FEE	AWARD FEE	AWARD FEE NOT EARNED
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<u>FEE PERIOD</u>	<u>AVAILABLE</u>	<u>EARNED</u>	<u>REMOVED FROM CONTRACT</u>
First	\$ * _____	\$ * _____	\$ * _____
Second	\$ * _____	\$ * _____	\$ * _____
Third	\$ * _____	\$ * _____	\$ * _____

d. In accordance with DFARS 216.405-2, the contractor may provisionally bill the Government for award fee no more frequently than monthly for 80% of the maximum award fee available during the period. (Note: 50% of award fee available for the initial award fee evaluation period.) Following the award fee determination for the period, the Government will modify the contract to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments.

e. Following the award fee determination for the period, the Government will modify the individual task order to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee.

* See Section J Attachments for the MKV-R Overarching Award Fee Plan. Each individual Task Order will incorporate its Award Fee Annexes as required.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued. All task orders shall be within the general scope of the SOO incorporated herein and attached as set forth in Part III, Section J.

CLAUSES INCORPORATED BY FULL TEXT

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a MDA logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead.

- CONTRACT NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.211-7003 Item Identification and Valuation

JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

252.211-7007 ITEM UNIQUE IDENTIFICATION OF GOVERNMENT PROPERTY (SEP 2007)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished property in the possession of the Contractor (PIPC), means the amount identified in the contract, or in the absence of such identification, the fair market value. For property acquired or fabricated by the Contractor as Contractor-acquired PIPC, and subsequently transferred or delivered as Government-furnished PIPC, it is the original acquisition cost.

Concatenated unique item identifier means--

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

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

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

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property in the possession of the Contractor with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property, including property in the possession of the Contractor.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

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

Property in the possession of the Contractor (PIPC) means tangible personal property, to which the Government has title, that is in the stewardship or possession of, or is controlled by, the Contractor for the performance of a contract. PIPC consists of both tangible Government-furnished property and Contractor-acquired property and includes equipment and material.

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

Virtual UII means the data elements for an item that have been captured in the IUID Registry, but have not yet been physically marked on an item with a DoD compliant 2D data matrix symbol.

(b) Procedures for assigning and registering.

(1) The Contractor shall provide IUID data for the IUID Registry for all Government-furnished PIPC requiring DoD unique identification under this contract, including Government-furnished PIPC located at subcontractor and alternate locations.

(2) Unless the Government provides the UII, the Contractor shall establish a concatenated UII or a DoD recognized unique identification equivalent for--

(i) Government-furnished PIPC with a unit acquisition cost of \$5,000 or more; and

(ii) The following items of Government-furnished PIPC for which the unit acquisition cost is less than \$5,000:

As specified in each individual task order.

(3) Virtual UIIs may be assigned by the Contractor for existing Government-furnished PIPC requiring item unique identification, if the property can be accurately and uniquely identified using existing innate serialized identity until an event occurs requiring physical marking with the DoD compliant 2D data matrix.

(4) The Contractor shall assign and register a UII and the master item data for any subassembly, component, or part that does not have an existing UII when it is removed from a parent item and remains with the Contractor as a stand-alone item.

(5) Contractor-acquired PIPC is excluded from the IUID Registry. The Contractor shall report to the IUID Registry as Government-furnished PIPC any Contractor-acquired PIPC that--

(i) Is delivered to the Government; or

(ii) Is transferred by contract modification or other contract provision/requirement to another contract (including items that are transferred in place).

(6) If the initial transfer of Contractor-acquired PIPC is a delivery to DoD, the requirements of the Item Identification and Valuation clause of this contract (DFARS 252.211-7003) shall be applied when determining the requirement for item unique identification.

(7) The Contractor shall submit the UII and the master item data into the IUID Registry in accordance with the data submission procedures in the Item Unique Identification of Government Property Guidebook at <http://www.acq.osd.mil/dpap/UIID/guides.htm>.

(i) The following data is required for Government-furnished PIPC items received without a UII:

- (A) UII type.
- (B) Concatenated UII.
- (C) Item description.
- (D) Foreign currency code.
- (E) Unit of measure.
- (F) Acquisition cost.
- (G) Mark information.
 - (1) Bagged or tagged code.
 - (2) Contents.
 - (3) Effective date.
 - (4) Added or removed flag.
 - (5) Marker code.
 - (6) Marker identifier.
 - (7) Medium code.
 - (8) Value.
- (H) Custody information.

- (1) Prime contractor identifier.
- (2) Accountable contract number.
- (3) Category code.
- (4) Received date.
- (5) Status code.

(ii) The following data is required only for Government-furnished PIPC items received without a UII for specific "UII types," as specified in the Item Unique Identification of Government Property Guidebook:

- (A) Issuing agency code.
- (B) Enterprise identifier.

(C) Original part number.

(D) Batch/lot number.

(E) Serial number.

(iii) The following data is optional for Government-furnished PIPC items received without a UII:

(A) Acquisition contract number.

(B) Contract line item number/subline item number/exhibit line item number.

(C) Commercial and Government Entity (CAGE) code or Data Universal Numbering System (DUNS) number in the acquisition contract.

(D) Current part number.

(E) Current part number effective date (required if current part number is provided).

(F) Acceptance location.

(G) Acceptance date.

(H) Ship-to code.

(I) Sent date.

(J) Manufacturer identifier.

(K) Manufacturer code (required if manufacturer identifier is provided).

(L) Parent UII (for embedded items).

(c) Procedures for updating. (1) The Contractor shall update the IUID Registry for changes in status, mark, custody, or disposition of Government-furnished PIPC under this contract, for PIPC-

(i) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(ii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iii) Disposed of; or

(iv) Transferred to a follow-on or other contract.

(2) The Contractor shall update the IUID Registry for changes to the mark information to add or remove other serialized identification marks and to update a virtual UII to a fully compliant UII when the 2D data matrix symbol is added to the item.

(3) The Contractor shall update the IUID Registry for any changes to the current part number or the current part number effective date.

(4) The Contractor shall update the IUID Registry for any changes to the parent item of a DoD serially managed embedded subassembly, component, or part.

(5) The Contractor shall update the IUID Registry for all Government-furnished PIPC under this contract, so that the IUID Registry reflects the same information that is recorded in the Contractor's property records for Government-furnished PIPC as transactions occur, or at least semi-annually by March 31 and September 30 of each year.

(d) Procedures for marking. (1) When an event occurs that requires the physical marking of the item with the 2D data matrix symbol, the Contractor shall use the previously assigned virtual UII as the permanent UII.

(2) The Contractor shall use MIL-STD-130M (or later version) when physically marking existing PIPC with the compliant 2D data matrix symbol. The Contractor that has possession of the PIPC shall use due diligence to maintain the integrity of the UII and shall replace a damaged, destroyed, or lost mark with a replacement mark that contains the same UII data elements, as necessary. The Contractor shall apply the required 2D data matrix symbol to an identification plate, band, tag, or label securely fastened to the item, or directly to the surface of the item to be compliant.

(3) When an item cannot be physically marked or tagged due to a lack of available space to mark identifying information or because marking or tagging would have a deleterious effect, the Contractor shall--

(i) Attach to the item a tag that has the identifying information marked on the tag;

(ii) Place the item in a supplemental bag or other package that encloses the item and has a tag attached to the bag or package that has the identifying information marked on the tag; or

(iii) Apply the identifying information to the unit pack in addition to, or in combination with, the identification marking information specified in MIL-STD-129. When combining marking requirements for a unit pack, the Contractor shall follow the manner, method, form, and format of MIL-STD-129 and shall fulfill the informational requirements of that standard.

(4) When the item has the tag removed or the item is removed from the bag to be installed as an embedded item in a parent item, the Contractor shall--

(i) Assign a UII or a virtual UII to the parent item if a UII does not already exist;

(ii) Mark the parent item with the DoD compliant 2D data matrix symbol, if feasible; and

(iii) Update the IUID Registry to indicate that the tagged or bagged UII item has become an embedded item within the parent item.

(5) In the event a previously tagged or bagged embedded item is subsequently removed from use, the Contractor shall tag or bag and mark the item again with the original UII.

(End of clause)

D-01 PACKAGING AND MARKING OF TECHNICAL DATA (MAY 2005)

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 National Security Program Operation Manual (NISPO), DoD 5220.22-M.

D-02 PACKAGING AND MARKING OF HARDWARE ITEMS (MAY 2005)

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.

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

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

Missile Defense Agency, MDA/KV
Attn: (b)(6)
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898

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	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

Final inspection and acceptance of the work called for herein shall be by the designated Contracting Officer's Representative (COR) or by the cognizant contract administration office representative at:

Missile Defense Agency, MDA/KV
 Attn: (b)(6)

Bldg 5222, Martin Road
Redstone Arsenal, AL 35898

Final inspection and acceptance of all data items shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Exhibit A, provided in Section J.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2008 TO 31-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(4) MDA/KV CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 256-450-2115 FOB: Destination	HQ0147
0002	POP 01-OCT-2008 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
0003	POP 01-OCT-2008 TO 31-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

F-01 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE (MAY 2005)

The Contractor shall accomplish the all work in accordance with the period of performance stated in each individual task order. All work by the contractor shall be accomplished no later than 31 December 2011.

F-02 MILESTONE EVENTS AND PERIOD OF PERFORMANCE (MAY 2005)

The Contractor shall successfully accomplish the milestone events as specified in each individual task order within the stated period of performance to assure completion of contract requirements.

F-03 DELIVERY SCHEDULE OF TECHNICAL DATA ITEMS (MAY 2005)

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, Section J under Exhibit A, and as further specified in individual task orders.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

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: Elizabeth H. Moulder
 Organizational Code: MDA/DACC/KV
 Telephone Number: (256) 450-1014
 E-Mail Address: elizabeth.moulder@mda.mil

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not 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 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 or a COR 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:

Primary
 Name: (b)(6)
 Organizational Code: MDA/KV
 Telephone Number: (256) 450- 2115
 E-Mail Address: (b)(6)@mda.mil

OR

Alternate
 Name: (b)(6)
 Organizational Code: MDA/KV
 Telephone Number: (256) 450-1978
 E-Mail Address: (b)(6)@mda.mil

(c) The Contracting Officer shall provide the following contractor information for the Electronic Document Access (EDA) POC and contract administration, and make it a part of Contract Administration for the contract. In addition, the contractor shall update this information, when necessary, after contract award.

Name of Company EDA POC: Isabel keating
 E-Mail Address: ikeating@raytheon.com
 Telephone No.: (520) 665-5547

The point of contact on matters pertaining to contract audits is as follows:

Name of Company EDA POC: Isabel keating
 E-Mail Address: ikeating@raytheon.com
 Telephone No.: (520) 665-5547

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G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

All correspondence and data submitted by the Contractor under this contract shall reference the contract number and applicable task order number.

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G-03 REMITTANCE ADDRESS (MAY 2005)

The following information is provided pursuant to FAR 52.232-33, "Payment by Electronic Funds Transfer - Central Contractor Registration," Contract Section I (if applicable):

Cage Code:	15090
Bank Name:	Bank of America 100 West 33 rd Street NY, NY 10001
Account Name:	Raytheon Company
Account Number:	(b)(4)
Routing Number:	
Swift Code:	
Wire Transfer Number:	

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G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)

- 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, 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 at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA is **HQ0147**). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

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

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

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

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

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.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.

c. 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. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

d. Special Requirements

1. The contractor is instructed to utilize WAWF for submission of invoices and utilize either a Services 2-in-1 or Combo document type, as applicable for services versus deliverables, and identify the approving agency as MDA, DoDAAC code. One copy of each voucher shall be provided electronically to the cognizant ACO for review and to the Procurement Contracting Officer (PCO).

2. Concurrent with submission of invoices to the paying office, an electronic copy of the invoice shall be provided to the PCO/COR/ACO and as follows:

Ms. Elizabeth H. Moulder, Contracting Officer, Elizabeth.Moulder@mda.mil

Mr. (b)(6), Contract Specialist, (b)(6) ctr@mda.mil

Ms. (b)(6), Contracting Officer Representative, (b)(6) @mda.mil

Mr. (b)(6), Administrative Contracting Officer, (b)(6) @dcma.mil

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G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

WILL BE DEFINED WITH EACH INDIVIDUAL TASK ORDER

G-07 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAY 2005)

- a. CLIN 0001 and added CLINs, may be funded by multiple accounting classifications. The Contractor shall segregate cost and submit vouchers as required by provision G-05, Submission of Payment Requests Using Wide Area Work Flow – Receipt and Acceptance (WAWF-RA). The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as described in provision G-09, Accounting and Appropriation Data.
- b. 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 must 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. Segregate delivery orders by individual order. Task orders may be incrementally funded. Payment on subCLINs must be made using the oldest funds first.
- c. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN as noted **on any task orders or modifications under the Accounting and Appropriation Data.**

(End of Clause)

G-09 ACCOUNTING AND APPROPRIATION DATA (MAY 2005)

Reference each individual task order for accounting and appropriation data.

G-12 TAXPAYER IDENTIFICATION NUMBER (TIN) (SEP 2005)

The Contractor's taxpayer identification number is 951778500. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

MDA G-13 (MKV-R)

PATENTS - REPORTING OF SUBJECT INVENTIONS (DEC 2007)

- a. This contract incorporates DFARS clause 252.227-7039, which implements the provisions of FAR 27.303(b)(2).
- b. You must submit the interim and final invention reports through the Administrative Contracting Officer to the Procuring Contracting Officer on DD Form 882, Report of Inventions and Subcontracts. In accordance with DFARS 252.227-7038(e)(7) and 252.227-7039, you must furnish interim reports every twelve (12) months and final reports

within three (3) months after completion of the contracted work. If you fail to disclose a subject invention, we may invoke the withholding of payments provision in DFARS clause 252.227-7038(k), if applicable.

- c. You must include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.
- d. You must account for the interim and final invention reports submitted by your subcontractor(s). Your invention reports must contain a copy of each of your subcontractor's invention reports.

(End of Clause)

MDA G-14 (MKV-R)

FUNDING AVAILABLE FOR THIS CONTRACT (DEC 2007)

The total amount of funds presently available for payment and allotted to this contract including all items and fee payable will be shown on task orders that obligate funding. The task orders will also have the estimated period of performance these funds cover (FAR 52.232-22, "Limitation of Funds").

(End of Clause)

MDA G-16 (MKV-R)

NOTICE OF THE GOVERNMENT'S USE OF OUTSIDE CONTRACTORS TO REVIEW SUBMITTED INVOICES, PAYMENT REQUESTS, AND MATERIAL INSPECTION AND RECEIVING REPORTS (JAN 2008)

- a. The Government will utilize support contractors to assist the Government in the review and evaluation of all invoices, payment requests, material inspection and receiving reports, and similar requests for payment or evidence of delivery. These support contractors assist 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 Government will provide these support contractors access to these and other records which may contain your proprietary information, to include awarded contracts.
- b. 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.

(End of Clause)

MDA G-18 (MKV-R)

INCREMENTAL FUNDING

The Task Orders issued under this contract may be incrementally funded in accordance with the clause FAR 52.232-22. The Government will not be obligated to reimburse the contractor in excess of the amount allotted to a specific ACRN on any given task order, nor any amount in excess of the total obligated funding on any given task order. Additionally, allotments of funds will become available only by modification to any given task order.

Section H - Special Contract Requirements

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252.2304-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

(a) In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(b) If this contract has a value of \$50,000,000 or more, the Contractor shall use an EVMS that has been determined by the Cognizant Federal Agency (CFA) to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause. If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (a)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(c) If this contract has a value of less than \$50,000,000, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(d) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50,000,000 or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(e) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after (1) contract award, (2) the exercise of significant contract options, and (3) the incorporation of major modifications. During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

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

(g) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(h) The Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50,000,000 or more, the following subcontractors shall comply with the requirements of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(2) For subcontracts valued at less than \$50,000,000, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (b) of this clause:

(Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.)

(End of clause)

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H-03 TASK ORDERS PROCEDURES (MAY 2005) (MODIFIED)

a. Subsequent to the award of the basic contract, requests for task order proposals, with the exception of Task Order 0001, will be issued. It is possible that a successful offeror under the basic contract will not receive any task orders, except for the minimum guaranteed amount which is **\$250,000** over the period of the basic contract. For purposes of this contract, the term "Task Order" is synonymous and interchangeable with the word "order" as used in Section I clauses FAR 52.216-18, 52.216-19 and 52.216-22. All Task Orders are subject to the terms and conditions of this contract. In the event of a conflict between a Task Order and this contract, the contract shall prevail.

b. Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. The contractor shall incur costs under this contract only in performance of Task Orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD Form 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the contracting officer.

c. Task Order Proposal Process: The government will prepare a request for task order proposal which will include as a minimum, (i) a detailed description of the task(s) to be performed; (ii) all deliverable items, with an associated delivery date for each; (iii) the overall period of performance. Upon receipt of the request for task order proposal, the contractor shall submit its proposal, including proposed subcontracts, for the task order effort within the number of days specified in the request for task order proposal or a mutually agreed to date. In the proposal, the contractor shall identify the technical approach in terms of the system description; design, fabrication and test process; analytical/simulation tools and usage; overall process and flow; Government Furnished Equipment (GFE) identification; schedule of milestones; and cost. The format is as follows:

- 1.0 ASSUMPTIONS AND ISSUES: Narrative that lists and describes the Task Order proposal and program assumptions, ground rules, and issues. For example, one assumption may be that the Hover Test will be conducted at the National Hover Test Facility. A ground rule might be that we are bidding a pool of hours averaging 300 hours per month to conduct agreed to studies/special requests. This section would be 3-5 pages long.
- 2.0 TECHNICAL AND MANAGEMENT UNDERSTANDING AND APPROACH: This section will be 5-20 chart briefing that describes the technical and management approach for the Task Order. It will include flow charts of major efforts
- 3.0 SCHEDULES: Task Order master schedule. This would include technical deliverables and other key events associated with achievement of task order milestones.
- 4.0 GFP/SERVICES: Tables of required GFP/E/Services for the Task Order including need dates to meet the requirements
- 5.0 TASK ORDER MANAGEMENT PLAN: This section is 5-10 pages to define the roles and responsibility of the organizations and facilities involved in this effort. Outlines the proposed management approach for use by the program office and the products to be developed by the parties involved.
- 6.0 MAJOR PRODUCTS: Listing of the prime contract products including any hardware and software deliverables and the CDRL schedule
- 7.0 TASK ORDER HOURS AND COST DATA
 - 7.1 Proposal Cover Sheet (SSC 1411)
 - 7.2 General Information
 - 7.2.1 Cost Proposal Introduction/Ground Rules and Assumptions
 - 7.2.2 Profit/Fee Rationale
 - 7.2.3 Disclosures
 - 7.2.4 Oversight Audit Agency, DCAA
 - 7.2.5 Cost Accounting Standards Board (CASB) Disclosure Statement
 - 7.2.6 CAS Non-Compliance
 - 7.2.7 System Status
 - 7.3 Line Item Cost Summaries
 - 7.3.1 Contractor Fiscal Year Cost Summaries (by CLIN by Category by CFY)
 - Labor (breakout by hours and rates)
 - Allocated Dollars (Each identified separately)
 - Indirects including Overhead and G&A
 - Fringe Benefits
 - Other Direct Costs (ODC) Allocated Costs
 - Travel Non-Labor
 - IWTA Material
 - Subcontracts
 - Cost of Money
 - Profit/Fee
 - Total Price
 - 7.3.2 Contractor Fiscal Year Pricing (Roll-up into Overall Summary by Category (e.g. Labor categories/Overhead/G&A/Fee, etc.) Provide an electronic spreadsheet, sufficiently detailed to show application of all direct and indirect rates, including formulas.
 - 7.3.3 Other Cost Summaries as Needed
 - 7.4 Rates and Factors

- 7.4.1 Rates and Factors Tracking Data Disclosure
- 7.4.2 Labor Rates
 - Disclosure – Takeaway Labor Rates
 - Labor Rate Development (show computations/build-up starting with base rate.)
 - Timeframe of Historical Data
 - Salary Grade vs. Composite
 - Labor Escalation
 - Table of Rates by Contractor Fiscal Year
- 7.4.3 Overhead
- 7.4.4 CAS
- 7.4.5 Fringe
- 7.4.6 Service Centers
 - Matrix – Base Application of All Service Centers
 - Explanation of Rate, Base
 - Letter Reference, Rate Documentation
 - Base Hours, Rate, and Resulting Dollars
 - Rates
- 7.4.7 Travel (show breakdown by per diem, number of trips, number of travelers, number of days, airfare, car rental per day, etc.)
- 7.4.8 Other
- 7.4.9 Request for Rate Information Form for Prime and all Subcontracts > \$650,000
- 7.5 Labor (Hours)
 - 7.5.1 Use Of Historical Data
 - 7.5.2 Summary Of BOEs - List Each BOE, Hours And Performer (Cost Center Or Activity Type), CLIN, CFY
 - 7.5.3 Summary Of Performer - Sorted By Performer (Cost Center Or Activity Type)
 - 7.5.4 Summary By CLIN (If multiple CLINS are quoted)
 - 7.5.5 Summary By WBS
 - 7.5.6 Summary By Month *[Suggest that the labor data be provided by month because the span is relatively short and the data can be added by either contractor or government fiscal year.]*
 - 7.5.7 Other Customer Required Data
 - 7.5.8 BOEs
- 7.6 Non-Labor
 - 7.6.1 Procurement Summary - Table of Non-Labor - List PBOEs, Material Total, IWTAs - by CFY
 - 7.6.2 Disclosure of Material System
 - 7.6.3 Priced Material (PBOM), sorted by vendor
 - 7.6.4 PBOM by CLIN (If multiple CLINS are quoted)
 - 7.6.5 Subcontract (PBOEs, when required - BOEs for over \$650k)
 - 7.6.6 Cost details for All sole-source subcontract proposals \$650K and over: Cost Proposal in same detail as that requested for the prime's proposal. ALSO provide prime cost/technical analysis of subcontractor's proposal, including copies of any DCMA/DCAA reports/correspondence. Include details of any prime contractor adjustments to the subcontract cost.

(Note that subcontractors may provide full-up proposals directly to Government.)

(Exception: Commercial items; if commercial furnish proof that you have sold to the general public or is available to public – e.g. via catalog pages – PLUS show proof that competitive price is reasonable – e.g. via competition)

- 7.6.7 Price details for competitive acquisitions \$650K and over: Provide copy of subcontractor's proposal. Provide prime price/technical analysis of subcontractor's proposal, including copies of any DCMA/DCAA reports/correspondence, if applicable. Provide data

showing the degree of competition and the basis for establishing the source and reasonableness of price. For cost-type subcontracts, also include realism evaluation to ensure the proposed cost is not understated. Include details of any prime contractor adjustments to the subcontract cost.

7.6.8 - Cost details for proposals \$650K to \$100K: Provide vendor quotes, history with explanation of build-up, or equivalent

7.6.9 IWTA (Cost Proposal in same detail as that requested for the prime's proposal). Include prime cost/technical analysis of IWTA proposal. Include details of any prime contractor adjustments to the IWTA cost.

If the government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within 10 calendar days of receipt of the government's request or a mutually agreed to date. The government's request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance for the task order; unless such information has already been provided to the contractor via a government request for a task order proposal.

d. The Government may utilize the contractors listed below to provide support during the evaluations of the task order proposals. These contractors are restricted by the "Organizational Conflict of Interest" provision of their respective contracts from participating as a contractor, subcontractor, or consultant on the proposed program other than on a noncompetitive basis under a separate contract with the Government. A "Certificate of Non-Disclosure" will be executed by each individual from these contractors prior to review of the task order proposal. The offeror agrees, by the submission of a proposal, to have it reviewed by these contractors:

Aero Thermo Technologies (AT²), Inc.
 Sparta Corporation
 Computer Sciences Corporation (CSC), Inc.
 Gray Research, Inc.
 Navigation Technology Associates
 Millennium Engineering and Integration Company
 Coleman Technologies, Inc.
 Paradigm Technologies
 Provideo Management, Inc.
 Applied Analytical Solutions, Inc.
 Exodus
 MIT/LL
 Defense Acquisition Inc (DAI)
 JHU/APL
 Venturi, Inc.
 CACI, Inc.
 Science Applications International Corporation (SAIC)
 QinetiQ
 Engineering Management Concepts (EMC)
 Moseley Technical Services Incorporated (MTSI)
 Applied Research and Engineering Sciences Corporation (ARES)
People Tec
Intuitive research and Technology
L-3 Global Security & Engineering Solutions
Draper Laboratories
BFA Systems
ITT Industries, Advance Engineering & Sciences

e. It is anticipated that most, if not all, Task Orders under this contract will be completion type contracts and will be solicited, negotiated and awarded as bilateral agreements utilizing the previously negotiated fee arrangements set forth in Section B of the basic contract. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such unilateral undefinitized task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization), utilizing the previously negotiated fee arrangements set for in Section B of the Basic Contract and a not to exceed ceiling amount provided by the contractor. It is further anticipated that most, if not all, task orders will be Cost Plus Award Fee (CPAF) type contracts; however, the Government reserves the right to utilize the Cost Plus Fixed Fee (CPFF) contract type when determined more appropriate in individual task orders.

f. The previously negotiated fee arrangements which are set forth in Section B of the Basic Contract shall be utilized in pricing all task orders, both bilateral and unilateral, under this contract. Upon receipt of a request for a Task Order proposal, the contractor shall utilize these previously negotiated fee arrangements from Section B to develop his fee structure for the order in question.

g. FAR 52.216-24 (Limitation of Government Liability), DFARS 252.217-7027 (Contract Definitization) and FAR 52.216-26 (Payments of Allowable Costs Before Definitization) are applicable to undefinitized task orders only. The applicable information for the blanks in FAR 52.216-24 and DFARS 252.217-7027 will be provided for each such undefinitized task order issued.

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H-06 INSURANCE (MAY 2005)

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

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

H-07 ALTERNATE DISPUTES RESOLUTION (MAY 2005)

The Government and the Contractor will work together to ensure the success of the MKV program. The parties realize, however, that disagreements and disputes may arise between them. They agree to use their best efforts to resolve all disagreements and disputes quickly, efficiently and fairly. The Government prefers to resolve all issues arising under or related to the contract by negotiation, first at the Contracting Officer level, and if unresolved, at the Program Director/Manager level. If negotiations reach an impasse, the Government and the

Contractor agree to consider using one or more of the ADR processes identified in 5 USC 571. In the event either party rejects the use of ADR procedures, he will inform the other in writing of the specific reasons.

The parties agree that they will establish a written ADR process, tailored to the circumstances, before beginning ADR. Typically, the agreement will address: issues requiring resolution, authorized representatives, appointment of neutrals, audit requirements, confidentiality and duration of the ADR process, suspension of litigation, and a schedule.

In the event that the ADR process does not produce results satisfactory for either party or if either party believes that the issue in controversy is not suitable for ADR techniques, the dispute resolution process set forth in the Contract Disputes Act of 1978, as set forth in FAR Clause 52.233-1, shall be followed.

H-08 PUBLIC RELEASE OF INFORMATION (MAY 2005)

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) when they are located at the MDA National Capital Region (NCR— address same as paragraph j. below), and the contracting officer (who signed contract on cover sheet for contract award, or designated replacement) for all other contracts.

(1) The contractor shall request a copy of MDA form "Clearance Request For Public Release of Information" (.pdf format) or any superseding form from the MDA COR or contracting officer (when COR is external to MDA NCR).

(2) The contractor shall complete Blocks 1, 2, 3 and 6 of the Clearance Request form (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 Clearance Request.

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

(5) The MDA COR or contracting officer (when COR is external to MDA NCR) 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) Seven (7) copies of each item.

- (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 Communications (MDA/DC) is responsible for coordinating the public release review. MDA/DC will work directly with the COR if there are questions or concerns regarding submissions. MDA/DC 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/KV
Attn: (b)(6)
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898
- k. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (MAY 2005)

- 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. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.
- f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause or any other contract.

H-11 MDA VISIT AUTHORIZATION PROCEDURES (MAY 2005)

- a. The contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency, MDA
Visitor Control
106 Wynn Drive
Huntsville, AL 35807
Telephone No.: (256) 313-3995

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

H-12 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS (MAY 2005)

- a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.
- b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:
 - (1) remove the employee from the current Visit Authorization Request/Letter;
 - (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and

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

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

H-14 PERSONNEL QUALIFICATIONS (MAY 2005)

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

POSITION

Program Director
Deputy Program Manager
MKV Business Operations Manager
Chief Engineer

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

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

H-20 SENSITIVE INFORMATION TECHNOLOGY WORK (MAY 2005)

DOD 5200.2-R, DOD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT) systems, to be assigned to positions which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).

IT-II designated positions require a National Agency Check with Law and Credit (NACLC).

IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Organizational Security Division (MDS/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

H-24 SECURITY CERTIFICATION AND ACCREDITATION SUPPORT (JUN 2006)

(a) Security support shall include the development, implementation, and maintenance of all security documents, procedures, and agreements necessary to effect type and site accreditation at all operating locations in accordance with the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP - DODI 5200.40).

(b) The contractor shall be responsible for all the C&A functions assigned to the Certification Authority, Program Manager, and Developer/Integrator as outlined in DoDI 5200.40.

MDA H-31 (MKV-R) EMRL/TRLs/SWRLs

The Contractor will use a disciplined system engineering approach during his design and development of the MKV element and components. They will use Engineering Manufacturing Readiness Level (EMRL), Technology Readiness Level (TRL) and Software Readiness Level (SWRL) metrics as a standard maturity measurement of product hardware and software.

EMRLs, TRLs and SWRLs provide the framework for assessment of technology maturity, design maturity, manufacturing readiness and Contractor progress throughout the program. These metrics will serve as exit criteria for design reviews and the Block Capability Review.

The prime Contractor will continuously assess progress against EMRL, TRL and SWRL metrics to measure the progress of the MKV design and development. The Government and Contractor will agree upon a Contract Work Breakdown Structure (WBS) and format for the Contractor to report EMRL, TRL and SWRL updates to the Government. The Contractor will continually assess EMRLs, TRLs and SWRLs against the Contract WBS. The Contractor will assess EMRLs, TRLs and SWRLs "from the bottom up," from the lowest Contract WBS level to the highest level. The Contractor will direct all of the subcontractors where applicable to assess and report EMRL, TRL and SWRL status. The Contractor will incorporate subcontractor EMRL, TRL and SWRL assessments where applicable into the EMRL, TRL and SWRL reporting to the Government.

EMRL, TRL and SWRL submissions shall be provided in accordance with each task order.

MDA H-32 (MKV-R)GFF/GFE

The Contractor may use on a rent-free, non-interference basis, Government furnished facilities, equipment and/or services required for performance of individual task orders will be specified and proposed in each individual task order. The Contractor is responsible for scheduling the use of all property covered by the referenced contract and providing timely written notification to the Government of any conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized. The contractor will not be relieved of its contractual responsibilities if for any reason GFF/GFE is not available or is not functioning or suitable for the contractor's intended purpose. Accountability for all government furnished facilities and equipment will be in the basic contract (See Section J Attachments).

MDA H-33 (MKV-R)TECHNICAL DATA CONTROL/IDISTR DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

(2) **Scientific and Technical Information.** Communicable knowledge or information resulting from or pertaining to the conduct or management of the MKV development/risk reduction effort under this contract. (Includes programmatic information).

(3) **Technical Data.** Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information and computer software documentation.

b. Except as otherwise set forth in the Contract Data Requirements List (CDRL), DD Form 1423, and paragraph d. below (i) the distribution of any technical documents prepared under this contract, in any stage of development or completion, is prohibited outside of the **Raytheon Company** (defined as US firms only, as consistent with markings contained in b.(2) of this clause) without notification to and concurrence of its release by the MKV Contracting Officer's Representative and (ii) all technical documents prepared under this contract shall be marked with the following distribution statement, warning, and destruction notice:

(1) **DISTRIBUTION STATEMENT F**

- Further dissemination only as directed by the MKV COTR, Missile Defense Agency, ATTN: MDA/KV (b)(6) (b)(6), Bldg 5222, Martin Road, Redstone Arsenal, AL 35898 or higher authority.

(2) **WARNING** This document/software contains technical data/software 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, as amended, (Title 50, U.S.C., App 2401 et seq). 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, Chapter 5, Section 7, or DOD 5200.1 R, Information Security Program Regulation, Chapter 6, Section 7. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement above would provide adequate protection. If so, the Government's concurrence/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

d. Nothing in this clause shall take precedence over any other clause or provision of this contract. Government concurrence, as defined in paragraph b. above, does not in any way affect the technical data rights associated with the data, as defined in paragraph a. above, that is released by **Raytheon Company** under this clause.

MDA H-34 (MKV-R)

TECHNICAL DIRECTION TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The Missile Defense Agency is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. The overall technical monitor and central point of contact for this contract is as follows:

<u>Name</u>	<u>Office Symbol</u>	<u>Phone Number</u>
(b)(6) (Primary)	MDA/KV	(256) 450-2115
(b)(6) (Alternate)	MDA/KV	(256) 450-1978

Individual task orders will have a designated task order monitor who will be authorized to provide technical direction on their task order.

b. Technical direction, 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 or individual task orders, defining interfaces between contractors; approving test plans; approving 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 direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of each task order, and, if this task order is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

MDA H-36 (MKV-R)
TREATY COMPLIANCE

It is the policy of the Defense Department and the Missile Defense Agency to comply fully with all applicable U.S. arms control treaties. However, this Agency is seeking to identify the best solutions available to meet the missile defense challenge. Accordingly, the contractor should not forego any technical, engineering, testing or programmatic solutions that might be useful in achieving effective missile defense because of considerations of treaty compliance. Compliance with U.S. arms control treaties is a responsibility of the Government. The Government will determine whether any treaty does, in fact, constrain a particular solution and, if so, whether to seek treaty relief in order to take advantage of such solution. Under no circumstances will the Government direct a contractor to take any action that would violate a US treaty obligation.

MDA H-37 (MKV-R)
TRAVEL

Costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary for performance of the services under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable and allowable:

- a. Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;
- b. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Reimbursement to the contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the "Allowable Cost and Payment" clause of the contract.

The contractor shall not be paid for travel for contractor personnel who reside in the area in which the services are being performed. Travel shall not be paid for services performed at the contractor's home facility or at any location within a 50 mile driving radius of the contractor's home facility.

The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

Any travel or associated travel costs appearing to be unreasonable, or reflective of an unfavorable trend may be challenged by the Contracting Officer. Accordingly, the Contractor may be required to submit additional information or cost-effectiveness analysis in accordance with contract clauses 52.242-1, Notice of Intent to Disallow Cost and FAR 52.216-7, Allowable Cost and Payment.

MDA H-39 (MKV-R)

BALLISTIC MISSILE DEFENSE SYSTEM (BMDS) INTERFACE SUPPORT, COOPERATION, AND INFORMATION SHARING AMONG MDA CONTRACTORS

a. The Missile Defense Agency (MDA) requires the complete integration of platforms, sensors and other components of the BMDS which were or are under separate development by multiple contractors. To facilitate the complete development and integration of the BMDS, it is critical that all contractors supporting MDA furnish, receive and exchange technical and other information, to include proprietary information. This information may include information regarding interfaces, commonality of parts, processes, and procedures and common efficiencies across the BMDS.

b. Consequently, during the performance of this contract, the contractor shall provide technical and other information (to include proprietary information) to other ballistic missile defense (BMD) contractors and Government agencies to facilitate these agency objectives. Additionally the contractor shall safeguard from unauthorized use or disclosure technical, proprietary, and other information furnished to the contractor by other BMD contractors during performance of this contract.

c. The contractor shall negotiate appropriate associate contractor agreements (ACAs) and non-disclosure agreements (NDAs) with such other BMD contractors as necessary to implement the exchanges of information described above and protect proprietary information from unauthorized disclosure or use. These agreements shall not restrict any of the Government's rights established pursuant to this or any other contract. The contractor shall provide copies of the ACAs and NDAs to the Contracting Officer so that the Government can document the flow of information.

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

e. The contractor shall include the requirements of this clause in each of its subcontracts. This does not relieve the contractor of responsibility to manage your subcontractors effectively nor does it establish privity of contract between the Government and subcontractors.

f. MDA will assess the contractor's performance and ability to effect interface support, cooperate, and share and exchange information with other BMD contractors as part of contractor's annual performance assessment. MDA will input this assessment into the DoD Past Performance Information Retrieval System.

MDA H-40 (MKV-R)

ASSIGNMENT OF RIGHTS (Applicable to individual task orders)

Per DFARS 252.227-7020, Rights in Special Works, *all works* first produced, created, or generated under the contract and required to be delivered must contain the following notice: "(c) (Year date of delivery) United States

Government, as represented by the **Missile Defense Agency**. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract or specifically approved by the Government.

MDA H-41 (MKV-R)

The following provisions are incorporated by reference:

- a. **Missile Defense Agency Assurance Provisions (MAP) MDA-QS-001-MAP-Rev A, dated 29 October 2006**
- b. **Parts, Materials and Process MS Assurance Plan (PMAP), dated 26 Mar 2008**

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt I	Security Requirements (Aug 1996) - Alternate I	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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 Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-7	Notice Of Radioactive Materials	JAN 1997
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
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
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
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	DEC 1991
252.211-7003	Item Identification and Valuation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.223-7001	Hazard Warning Labels	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 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies	SEP 2006
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014 (Dev)	Preference for Domestic Specialty Metals (Deviation 2008- O0002)	JUN 2005
252.225-7014 (Dev) Alt I	Preference for Domestic Specialty Metals Alternate I (Deviation 2008-O0002)	OCT 2007
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Jun 2005) - Alternate I	OCT 2007
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 2006
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 November 2008 through 31 December 2011.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the

Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$100,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2011.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(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)

52.244-2 SUBCONTRACTS (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

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

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

[To be filled in by Contracting Officer]

(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/>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (SEP 2007)

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records

for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records "Active." The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(a) Applicability. This clause applies to works first created, generated, or produced and required to be delivered under this contract.

(b) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Unlimited rights" means the rights to use, modify, reproduce, perform, display, release, or disclose a work in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(6) The term "works" includes computer data bases, computer software, or computer software documentation; literary, musical, choreographic, or dramatic compositions; pantomimes; pictorial, graphic, or sculptural compositions; motion pictures and other audiovisual compositions; sound recordings in any medium; or, items of similar nature.

(c) License rights.

(1) The Government shall have unlimited rights in works first produced, created, or generated and required to be delivered under this contract.

(2) When a work is first produced, created, or generated under this contract, and such work is required to be delivered under this contract, the Contractor shall assign copyright in those works to the Government. The Contractor, unless directed to the contrary by the Contracting Officer, shall place the following notice on such works: "<Copyright> (Year date of delivery) United States Government, as represented by the Secretary of (department). All rights reserved."

For phonorecords, the "<Copyright>" markings shall be replaced by a "P".

(3) The Contractor grants to the Government a royalty-free, world-wide, nonexclusive, irrevocable license to reproduce, prepare derivative works from, distribute, perform, or display, and to have or authorize others to do so, the Contractor's copyrighted works not first produced, created, or generated under this contract that have been incorporated into the works deliverable under this contract.

(d) Third party copyrighted data. The Contractor shall not incorporate, without the written approval of the Contracting Officer, any copyrighted works in the works to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license of the scope identified in paragraph (c)(3) of this clause and, prior to delivery of such works--

(1) Has affixed to the transmittal document a statement of the license rights obtained; or

(2) For computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer.

(e) Indemnification. The Contractor shall indemnify and save and hold harmless the Government, and its officers, agents and employees acting for the Government, against any liability, including costs and expenses, (1) for violation of proprietary rights, copyrights, or rights of privacy or publicity, arising out of the creation, delivery, use, modification, reproduction, release, performance, display, or disclosure of any works furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in such works.

(f) Government-furnished information. Paragraphs (d) and (e) of this clause are not applicable to information furnished to the Contractor by the Government and incorporated in the works delivered under this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS AND EXHIBITS

Table of Contents – Attachments/Exhibits

Attachment/ Exhibit	Title	# Pages	Date
Attachment 1	Statement of Objectives, "Multiple Kill Vehicle" (MKV) Payload Systems Development	2	14 Mar 08
Attachment 2	Multiple Kill Vehicle (MKV-R) Payload System Development Overarching Award Fee Plan	10	TBD
Attachment 3	DD254 - Contract Security Classification Specification	10	TBD
Attachment 4	Raytheon Small Business Subcontracting Plan	27	29 Sep 08
Attachment 5	MKV Government Furnished Property (GFP) List	2	28 Oct 08
Attachment 6	List of Technical Data and Computer Software to be delivered with other than unlimited rights, license.	TBD	TBD
Attachment 7	Department of Defense, Missile Defense Agency, Ballistic Missile Defense System (BMDS) Security Classification Guide, incorporated herein by reference.	TBD	TBD
Attachment 8	Department of Defense, Missile Defense Agency, Multiple Kill Vehicle (MKV) Security Classification Guide, incorporated herein by reference.	TBD	TBD
Attachment 9	MKV MAP requirements Applicability Matrix Overall contract implementation of MDA Mission Assurance Provisions (MAP). See Tailored matrix for each task order.	TBD	TBD
Exhibit A	DD1423 - Contract Data Requirements List (CDRL)	43	27 Oct 08

MULTIPLE KILL VEHICLE (MKV)
PAYLOAD SYSTEM DEVELOPMENT CONTRACT
SOLICITATION NO. HQ0147-08-R-0010
CONTRACT DATA REQUIREMENTS LIST
(DD FORMs 1423)

30 MAY 2008

EXHIBIT A

**CONTRACT DATA REQUIREMENTS LIST (CDRL)
DISTRIBUTION ADDRESSEE CODE LIST**

1. SEE BELOW MAILING ADDRESSES FOR REPORTS TO MISSILE DEFENSE AGENCY. PLEASE USE FOR ALL CODES PRECEDED BY A HYPHEN IN **BLOCK 14** OF THE **DD FORM 1423**.

CLASSIFIED OR UNCLASSIFIED MAIL

MISSILE DEFENSE AGENCY
MDA-(CODES PRECEDED BY A HYPHEN)
BLDG 5222, MARTIN ROAD
REDSTONE ARSENAL, AL 35898-0001

FED EX

MISSILE DEFENSE AGENCY
MDA-(CODES PRECEDED BY A HYPHEN)
VON BRAUN COMPLEX, BLDG 5220
REDSTONE ARSENAL, AL 35898-0001

MDA CLASSIFIED OR UNCLASSIFIED MAIL

MISSILE DEFENSE AGENCY
ATTN MDA/(OFFICE CODES)
7100 DEFENSE PENTAGON
WASHINGTON DC 20301-7100

2. MAILING AND/OR MESSAGE ADDRESSES FOR ALL CODES IN BLOCK 14, DD FORM 1423, ARE AS FOLLOWS:

<u>CODE</u>	<u>ADDRESS</u>
MDA/KV	(b)(6)@mda.mil
MDA/KV	(b)(6).ctr@mda.mil
MDA/DOB	(b)(6)@mda.mil
MDA/DOBS	(b)(6).ctr@mda.mil
Each Range Cited	Send to the Test Range as provided in each Task Order.
DTIC	tr@dtic.mil (unclassified e-mail only); DTIC/OCA, Defense Tech Information Center, 8725 John J. Kingman Road, Suite 0944, Ft. Belvoir, VA 22060-6218 If the document is CLASSIFIED, electronic submission is possible via SIPRNET only. Contact DTIC, Claire Young, 703-767-9030.
MDA/DACC	Elizabeth.moulder@mda.mil

MDA/DACC SHOULD BE ON DISTRIBUTION FOR A COPY OF THE LETTER OF TRANSMITTAL FOR ALL CONTRACT DATA REQUIREMENT LISTS (CDRL) ITEMS UNLESS THE CODE **MDA/DACC** IS LISTED IN BLOCK 14 OF THE DD FORM 1423.

ONE COPY OF ALL TRANSMITTAL LETTERS SHOULD BE SENT TO THE ADMINISTRATIVE CONTRACTING OFFICER (ACO).

MKV CDRL LIST

Data Item Number	Title of Data Item	Subtitle	Authority (DID)
A001	Technical Report – Study/Services	Briefing Package	DI-MISC-80508B
A002	Software Development Plan		DI-IPSC-81427A
A003	Status Report	Monthly Report	
A004	Technical Report – Study/Services	Final Report	DI-MISC-80508B
A005	Technical Report – Study/Services	OPSEC Plan	DI-MISC-80508B
A006	Contract Work break down structure (CWBS)		DI-MGMT-81334C
A007	Contract Performance Report (CPR)		DI-MGMT-81466A
A008	Contract Funds Status Report (CFSR)	Monthly Report	DI-MGMT-81468
A009	Simulation Development Plan		DI-IPSC-81427A
A010	Technical Report – Study/Services	Core Standard Adherence Plan	DI-MISC-80508B
A011	Technical Report – Study/Services	PMAP Plan	DI-MISC-80508B
A00A	Report, Record of Meeting/Minutes	Entrance/Exit Criteria	DI-MISC-80505
A00B	Software Requirements Specification		DI-IPSC-81433A
A00C	Integrated Master Schedule	Monthly Schedule	DI-MISC-81183A
A00D	Technical Report – Study Services	Documents Required by National Ranges	DI-MISC-80508B
A00E	Management Plan	Management Plan	DI-MGMT-80004A
A00F	System/Subsystem Specification		DI-IPSC-81431A
A00G	Test Plan	Master Test Plan	DI-NDTI-80566A
A00H	Test Plan		DI-NDTI-80566A
A00J	Contractor's Configuration Management Plan		DI-CMAN-80858B
A00K	Data Accession List		DI-MGMT-81453A
A00L	Product Drawing and Associated Lists		DI-SESS-81000C
A00M	Test/Inspection Reports		DI-NDTI-80809B
A00N	System Safety Program Plan		DI-SAFT-81626
A00P	System Safety Hazard Analysis Report		DI-SAFT-80101B
A00Q	Cost Data Summary	Contractor Cost Data	DI-FNCL-81565

Data Item Number	Title of Data Item	Subtitle	Authority (DID)
	Report	Report	
A00R	Software Test Plan		DI-IPSC-81438A
A00S	Interface Requirements Specification		DI-IPSC-81434A
A00T	Software Design Description		DI-IPSC-81435A
A00U	Interface Design Description		DI-IPSC-81436A
A00V	Technical Report – Study Services	Cost Analysis Requirements Document	DI-MISC-80508B
A00W	Technical Report – Study/Services	Product Assurance/Quality Assurance Plan	DI-MISC-80508B
A00X	Technical Report – Study/Services	Mission Assurance Implementation Plan/Matrix	DI-MISC-80508B
A00Y	Technical Report – Study/Services	Assessment Report	DI-MISC-80508B
A00Z	Hardware		
A0ZZ	Algorithms, Models and Software		

Supplemental Information

DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

ANNLY	Annually
ASREQ	As Required
MAC	Months after Contract Start
MNTHLY	Monthly
DARC	Days after receipt of Government comments
DARP	Days after reporting period
LT	Letters report only
DAC	Days after contract award
QRTLY	Quarterly
ONE/R	One time with revisions
SEMIA	Every six months
OTIME	One time (does not include draft and submissions)
DPTT	Days prior to test
DATC	Days after test completion
DACM	Days after contract modification

The following statement shall be included on the cover of all CDRL documents:

DISTRIBUTION STATEMENT C

Distribution authorized to U.S. Government Agencies and their contractors only, Critical Technology, Date Determination. Other requests for this documentation shall be referred to Missile Defense Agency, MDA/KV, Bldg 5222, Martin Road Redstone Arsenal, AL 35898

Block 14 Entry

Complete Address

MDA/KV

Missile Defense Agency
MDA/KV
(b)(6)
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898-0001

MDA/KV

Missile Defense Agency
(b)(6)
ATTN: MDA/KV
7100 Defense Pentagon
Washington, DC 20301-7100

MDA/DACC

Missile Defense Agency
MDA/DACC
Elizabeth Moulder
Bldg 5222, Martin Road
Redstone Arsenal, AL 35898-0001

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> OMB NO. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Headquarters Services Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.												
A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM X OTHER								
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company							
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM COST PERFORMANCE REPORT (CPR)			3. SUBTITLE							
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MGMT-81466A			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ MONTHLY	12. DATE OF FIRST SUB SEE BLK 16		14. DISTRIBUTION							
8. APP CODE NO	C	11. AOD SEE BLK 16	13. DATE OF SUBSEQ SUB SEE BLK 16		a. ADDRESSEE		b. COPIES					
						Final						
					Draft	Reg	Repro					
16. REMARKS BLK 4 CONTRACTOR FORMAT IS ACCEPTABLE. IN ADDITION TO A HARDCOPY SUBMITTAL, ELECTRONIC SUBMISSION SHALL BE MADE USING ANSI ASC X 12 TRANSACTION SET 839C, PROJECT COST REPORTING, VERSION 004010. THE GOVERNMENT WILL HAVE ACCESS TO, ON AN AS-REQUIRED BASIS, ELECTRONIC CONTRACTOR COST PERFORMANCE REPORT (CPR) DATA. REPORTING LEVELS SHALL BE IAW THE CONTRACTOR'S WORK BREAKDOWN WBS, STRUCTURE (WBS). FORMAT 1 REPORTING WILL NORMALLY BE LEVEL THREE OF THE BUT LOWER LEVELS MAY BE REQUIRED FOR AREAS OF SIGNIFICANT TECHNICAL, COST AND/OR SCHEDULE RISK. IF THE BUDGETED VALUE OF A LEVEL THREE CWBS ELEMENT BUDGET EXCEEDS 20% OF THE CONTRACT BUDGET BASE (CBB) THEN THAT ELEMENT WILL BE REPORTED AT A LOWER LEVEL UNTIL NONE OF THE LOWER REPORTING ELEMENTS EXCEED 20% OF THE CBB. IF THE BUDGETED VALUE OF A LEVEL TWO CWBS ELEMENT IS LESS THAN 1% OF THE CBB THEN THE ELEMENT SHALL BE REPORTED AT LEVEL TWO, NOT SUBDIVIDED INTO ITS LEVEL THREE COMPONENTS. THE CONTRACTOR, WITH GOVERNMENT APPROVAL, SHALL REVIEW AND UPDATE FORMAT 1 REPORTING LEVELS REQUIREMENTS AT MAJOR PROGRAM TRANSITIONS (E.G., PDR, CDR, START OF TEST PROGRAM). CURRENT MONTH COST (CV) AND SCHEDULE VARIANCE (SV) EXPLANATIONS ARE REQUIRED. FORMAT 5 SHALL INCORPORATE PROBLEM ANALYSES AND NARRATIVE EXPLANATIONS FOR FORMAT 1 ELEMENTS WHEN COST/SCHEDULE VARIANCES FALL WITHIN THE FOLLOWING CATEGORIES: CURRENT PERIOD COST VARIANCES EXCEEDING +/- \$100K AND +/- 10% CURRENT PERIOD SCHEDULE VARIANCES EXCEEDING +/- \$100K AND +/- 10% CUMULATIVE COST VARIANCES EXCEEDING +/- \$200K AND +/- 10% CUMULATIVE SCHEDULE VARIANCES EXCEEDING +/- \$200K AND +/- 10% 5 LARGEST VARIANCES AT COMPLETION EXCEEDING +/- \$300K AND +/- 10% OTHER COST AND SCHEDULE VARIANCES OR TECHNICAL PERFORMANCE ISSUES THAT ARE CAUSING OR ARE LIKELY TO CAUSE SIGNIFICANT SCHEDULE DELAYS OR COST OVERRUNS					-MDA/DACC	1						
										MDA/KV	1	
										MDA/DOB	1	
										MDA/DOBS	1	
										15. TOTAL --->	5	
					G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008		I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE										

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP TM X OTHER			
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES		E. CONTRACT/PR NO.	F. CONTRACTOR Raytheon Missile Systems Company		

16. REMARKS (Continued) (A007)

ALL BUDGET AT COMPLETION (BAC) CHANGES ON FORMAT 1 SHALL BE EXPLAINED IN FORMAT 5. THE COMPOSITION OF UB, INCLUDING ECP NUMBER AND THE ASSOCIATED CONTRACT MODIFICATION DOLLAR VALUES (NTES ETC), SHALL ALSO BE LISTED IN FORMAT 5

FORMATS 3 AND 4 SHALL INCLUDE IDENTICAL FORECAST PERIODS. THESE PERIODS SHALL BE MONTHLY FOR AT LEAST SIX ANY MONTHS, QUARTERLY FOR AT LEAST TWO QUARTERS, AND THEN QUARTERLY, SEMI-ANNUALLY, OR ANNUALLY TO COMPLETION. CHANGE IN THE FORMAT 3 TOTAL PERFORMANCE MEASUREMENT BASELINE (PMB) AND/OR ANY CHANGE IN THE CURRENT OR FORECAST PERIODS THAT EXCEEDS 5% SHALL BE EXPLAINED IN DETAIL IN FORMAT 5. ANY CHANGE IN CURRENT, FORECAST PERIOD, OR TOTAL MANPOWER FOR EACH FORMAT 4 ELEMENT, THAT EXCEEDS 10% SHALL BE EXPLAINED IN FORMAT 5. EXPLANATION OF THE CHANGES TO THE PMB SHALL INCLUDE THE MOVEMENT OF SCOPE, SCHEDULE AND BUDGET FOR ALL PERIODS.

SPECIFIC CORRECTIVE ACTIONS, FORECASTED CLOSURE DATE, AND IMPACT TO THE ESTIMATE AT COMPLETION (EAC) SHALL BE IMPACT INCLUDED IN EACH VARIANCE NARRATIVE. SCHEDULE VARIANCE NARRATIVES SHALL IDENTIFY SIGNIFICANT MISSED MILESTONES, TO MAJOR MILESTONES, AND EXPECTED RECOVERY DATES. CONTRACTOR SHALL GO TO LOWEST CWBS LEVEL NECESSARY TO COMPLETELY EXPLAIN THE VARIANCES.

THE GOVERNMENT RESERVES THE RIGHT TO REVIEW AND MODIFY, THROUGH NEGOTIATIONS, THE VARIANCE ANALYSIS SOONER REQUIREMENTS AND REPORTING LEVELS FOR FORMATS 1, 3, AND 4 DURING THE PERFORMANCE OF THE CONTRACT, BUT NO THAN SIX MONTHS AFTER CONTRACT AWARD.

BLK 11: LAST DAY OF CONTRACTOR'S MONTHLY ACCOUNTING PERIOD.

BLK 12: DUE NLT 25 CALENDAR DAYS AFTER THE END OF THE FIRST COMPLETE ACCOUNTING PERIOD SUBSEQUENT TO THE CONTRACTING OFFICER'S AUTHORITY TO PROCEED (INCLUDING UNDEFINIZED CONTRACTING ACTIONS).

BLOCK 13: FORMATS 1, 3, 4, AND 5 ARE DUE 25 DAYS AFTER THE ACCOUNTING MONTH CLOSE.

PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.

G. PREPARED BY DAN PRESCOTT **H. DATE** 29 MAY 2008 **I. APPROVED BY** KARI POWERS **J. DATE** 30 MAY 2008

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB NO. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Headquarters Services Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY: TDP TM X OTHER							
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company					
1. DATA ITEM NO. A00C		2. TITLE OF DATA ITEM INTEGRATED MASTER SCHEDULE			3. SUBTITLE					
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MISC-81183A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/KV					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ MTHLY	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION						
8. APP CODE NO		11. AOD 0	13. DATE OF SUBSEQ SUB SEE BLK 16	a. ADDRESSEE	b. COPIES					
					Draft	Final				
						Reg Repro				
16. REMARKS TAILOR DID: PARAGRAPH 10.2, REPLACE WITH "CONTENT. MASTER PROGRAM SCHEDULE AND INTERMEDIATE SCHEDULES (IF USED) WILL BE BASED ON THE STATEMENT OF OBJECTIVE (SOO), THE CONTRACT WORK BREAKDOWN STRUCTURE (CWBS), AND INTERMEDIATE SCHEDULES WHICH WILL BE DEVELOPED USING A LOGIC NETWORK STRUCTURE, RELATING TASKS, ACTIVITIES AND MILESTONES. THE IMS SHALL BE DRAWN FROM A RELATIONAL DATABASE TRACEABLE THROUGH THE EARNED VALUE MANAGEMENT SYSTEM (EVMS). IMS SHALL BE STATUSED MONTHLY." DESCRIPTIONS OF THE KEY ELEMENTS ARE AS FOLLOWS: PARAGRAPH 10.2.1 DID, REPLACE WITH "PROGRAM MILESTONES AND DEFINITION. THE IMS SHALL CONTAIN KEY PROGRAMMATIC EVENTS DEFINED BY THE GOV'T AND/OR THE CONTRACTOR (S) WHICH DEFINE PROGRESS AND/OR COMPLETION OF MAJOR WBS ELEMENTS. KEY CONTRACTUAL, GOV'T, AND INTERNAL CONTRACTOR MILESTONES SHALL BE DEPICTED AND IDENTIFIED. A LIST OF ABBREVIATIONS AND ACRONYMS SHALL BE PROVIDED"; PARA 10.2.3 DID, REPLACE AFTER "ELEMENT, " WITH "AS AGREED TO BY THE GOV'T"; PARAGRAPH 10.2.4 DID, DELETE: PARAGRAPH 10.3 DID, DELETE BLOCK 12 AND 13: INITIAL SUBMITTAL 1 WEEK PRIOR TO IBR. SUBSEQUENT SUBMITTALS 2 WORKING DAYS AFTER THE END OF THE CONTRACTOR'S ACCOUNTING MONTH. NOTE: DATA SHALL BE PROVIDED IN MICROSOFT PROJECT 98, 2000 OR IN A LATER VERSION IF APPROVED BY MDA/MK. PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET. MICROSOFT PROJECT FORMAT REQUIRED SUBMIT DRAFT WITH PROPOSAL FOR CONTRACT AND TASK ORDERS ** LETTER OF TRANSMITTAL ONLY				**MDA/DACC	1					
								MDA/KV	1	
								15. TOTAL --->		3
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008	I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008				
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE								

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> <i>OMB NO. 0704-0188</i>	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER			
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company		
1. DATA ITEM NO. A00D		2. TITLE OF DATA ITEM TECHNICAL REPORT-STUDY/SERVICES			3. SUBTITLE DOCUMENTS REQUIRED BY NATIONAL RANGES		
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MISC-80508B			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ SEE BLK 16	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION			
8. APP CODE A		11. AOD SEE BLK 16	13. DATE OF SUBSEQ SUB SEE BLK 16	a. ADDRESSEE		b. COPIES	
	C					Draft	Final
16. REMARKS PROVIDE INPUTS TO GOVERNMENT UNIVERSAL DOCUMENTATION SYSTEM (UDS) SUBMITTALS. INCLUDE RANGE SAFETY DATA PACKAGE IN DOCUMENTS REQUIRED BY NATIONAL RANGES. FLIGHT TEST OPTIONS: OPERATIONS REQUIREMENTS INPUTS: PRELIMINARY NLT 90 DAYS PRIOR TO LAUNCH; REVISE AS REQUIRED PROVIDE DOCUMENTATION IN NEGOTIATED MEDIA AND FORMAT. APPROVAL: G30/C30 **LETTER OF TRANSMITTAL ONLY PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.				MDA/KV			
				**MDA/DACC			
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008		I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE					

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB NO. 0704-0188						
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER								
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company							
1. DATA ITEM NO. A00E		2. TITLE OF DATA ITEM MANAGEMENT PLAN			3. SUBTITLE PROGRAM MANAGEMENT PLAN							
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MGMT-80004A			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ ONE/R	12. DATE OF FIRST SUB SEE BLK 16		14. DISTRIBUTION							
8. APP CODE A		11. AOD AS REQ	13. DATE OF SUBSEQ SUB SEE BLK 16		a. ADDRESSEE	b. COPIES						
				Draft		Final	Reg	Repro				
16. REMARKS APPROVAL: G15/C30 SUBMIT DRAFT PROGRAM MANAGEMENT PLAN WITH PROPOSAL FOR CONTRACT AND TASK ORDERS SUBMIT UPDATE 30 DAYS AFTER COMMENTS RECEIVED OR WHENEVER MAJOR PROGRAM CHANGES OCCUR CONTRACTOR FORMAT ACCEPTABLE IF DID FORMAT IS UTILIZED THE FOLLOWING CHANGES SHALL BE INCORPORATED: PARAGRAPHS 10.3.2 SPECIFIC COMMENTS ADD AFTER THE SENTENCE: "THE SHORT TERM AND LONG TERM PLANS SHALL PROVIDE ADEQUATE INFORMATION TO UNDERSTAND THE CONTRACTOR'S TECHNICAL AND ORGANIZATIONAL APPROACH TO ACCOMPLISHING THE SOO/SOW. AS PART OF THE TECHNICAL APPROACH, DESCRIBE THE SYSTEMS ENGINEERING PROCESS TO BE USED; THE RISK MANAGEMENT PROCESS AND THE RESULTS OF THAT PROCESS; THE DESIGN CONTROL PROCESS AND THE PROCESS FOR THE INTEGRATION OF ALL THE ENGINEERING FUNCTIONS. ADDRESS TECHNICAL PERFORMANCE PARAMETERS. DESCRIBE GOVERNMENT FURNISHED EQUIPMENT (GFE) AND FACILITIES NEEDED FOR THIS EFFORT AND THE NEED DATES. THE CONTENT WILL BE CONSISTENT WITH AND AN UPDATE TO THE PROGRAM MANAGEMENT PLAN SUBMITTED WITH THE PROPOSAL. PARAGRAPH 10.3.5, METHODOLOGY, SUBPARAGRAPH A.: CHANGE LAST LINE TO READ "...MAINTENANCE DOCUMENTATION, CONFIGURATION COTROLS, RISK MANAGEMENT AND DESIGN CONTROLS." ** LETTER OF TRANSMITTAL ONLY PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.					MDA/KV		1					
					**MDA/DACC							
										15. TOTAL -->		3
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008		I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008					
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE										

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER							
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company						
1. DATA ITEM NO. A00F		2. TITLE OF DATA ITEM) SYSTEM/SUBSYSTEM SPECIFICATION			3. SUBTITLE						
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-IPSC-81431A			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ SEE BLK 16	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION							
8. APP CODE A	C	11. AOD N/A	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES					
						Draft		Final			
16. REMARKS APPROVAL: G15/C30 CONTRACTOR FORMAT ACCEPTABLE. FORMAT MUST BE SUBMITTED FOR GOVERNMENT APPROVAL INITIAL SUBMISSION OF SPECIFICATIONS 15 DAYS PRIOR TO SRR SUBMIT UPDATES PRIOR TO EACH KV, CV, OR SYSTEM MAJOR REVIEW I.E. PDR, CDR, SDR, IPR REVISE SPECIFICATION WHEN SIGNIFICANT CHANGES OCCURS. SUBMIT FINAL VERSION FOR APPROVAL 60 DAYS PRIOR TO CONTRACT FINAL REPORT (A004). PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET. ** LETTER OF TRANSMITTAL ONLY				MDA/KV		1					
				**MDA/DACC							
								15. TOTAL --->		2	
				G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008		I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE									

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER			
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company		
1. DATA ITEM NO. A00G		2. TITLE OF DATA ITEM TEST PLAN			3. SUBTITLE MASTER TEST PLAN		
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-NDTI-80566A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/KV		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ASREQ	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION			
8. APP CODE A	9. DIST STATEMENT REQUIRED C	11. AOD N/A	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE		b. COPIES	
						Final	
						Draft	
						Reg	
						Repro	
16. REMARKS							
SUBMIT INITIAL VERSION WITH PROPOSAL.							
TAILOR DID: DELETE 10.3.1 (A), 10.3.9.2 AND 10.3.9.3.							
10.3.9.1 DELETE "BRIEF DESCRIPTION OF TEST TO BE PERFORMED" REPLACE WITH "DESCRIPTION OF EACH TEST TO BE PERFORMED."							
SUBMIT IN DRAFT FOR GOVERNMENT REVIEW OF TECHNICAL CONTENT.							
SUBMIT UPDATE WHEN SIGNIFICANT CHANGES OCCUR							
APPROVAL: G30/C30							
PARAGRAPH 10. DID: ADD AFTER THE FIRST SENTENCE: "THE MASTER TEST PLAN SHALL ADDRESS ALL TESTS TO BE PERFORMED BUT NOT IN AS MUCH DETAIL AS CONTAINED IN THE TEST PLAN SUBMITTED FOR EACH TEST. THE MASTER TEST PLAN SHALL ADDRESS ENTIRE ACQUISITION."							
PARAGRAPH 10.3.7 DID: ADD AFTER FIRST SENTENCE: "THIS INFORMATION SHALL BE IN AGREEMENT WITH THE TEST INFORMATION CONTAINED IN THE INTEGRATED MASTER SCHEDULE."							
PARAGRAPH 10.3.9.13 DID: ADD AFTER FIRST SENTENCE: " IDENTIFY NEED DATES."							
PARAGRAPHS 10.3.9.7, 10.3.9.8, 10.3.9.9, 10.3.9.11, AND 10.3.9.12 DID: ADD TO EACH PARAGRAPH: "CLEARLY IDENTIFY GOVERNMENT SUPPORT REQUIREMENTS AND NEED DATES."							
PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.							
** LETTER OF TRANSMITTAL ONLY							
				15. TOTAL --->		3	
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008	I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE					

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER			
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company		
1. DATA ITEM NO. A00H		2. TITLE OF DATA ITEM TEST PLAN			3. SUBTITLE		
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI- NDTI-80566A			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ONE/R	12. DATE OF FIRST SUB SEE BLK 16	14. DISTRIBUTION			
8. APP CODE NO		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16	a. ADDRESSEE		b. COPIES	
					Draft	Final	
						Reg	Repro
16. REMARKS FOR TESTS AT GOVERNMENT FACILITIES, SUBMIT DETAILED TEST PLANS 180 DPTT. FOR TESTS NOT CONDUCTED AT GOVERNMENT FACILITIES, DETAILED TEST PLANS SHALL BE AVAILABLE AT LEAST 30 DPTT FOR GOVERNMENT REVIEW AT CONTRACTOR FACILITY OR SUBMITTED TO THE GOVERNMENT UPON REQUEST. ** LETTER OF TRANSMITTAL ONLY PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.				MDA/KV		1	
				**MDA/DACC			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER			
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company		
1. DATA ITEM NO. A00J		2. TITLE OF DATA ITEM CONTRACTOR'S CONFIGURATION MANAGEMENT PLAN			3. SUBTITLE		
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-CMAN-80858B			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQ ONE/R	12. DATE OF FIRST SUB 75 DAC	14. DISTRIBUTION			
8. APP CODE A	9. DIST STATEMENT REQUIRED C	11. AOD NO	13. DATE OF SUBSEQ SUB AS REQD	a. ADDRESSEE		b. COPIES	
16. REMARKS APPROVAL: G15/C30 REVISE WHEN SIGNIFICANT CHANGE OCCURS. ** LETTER OF TRANSMITTAL ONLY PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.				MDA/KV		3	
				**MDA/DACC			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <input checked="" type="checkbox"/> OTHER				
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company			
1. DATA ITEM NO. A00M		2. TITLE OF DATA ITEM TEST/INSPECTION REPORTS			3. SUBTITLE			
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-NDTI-80809B			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/KV			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ OTIME	12. DATE OF FIRST SUB SEE BLK 16		14. DISTRIBUTION			
8. APP CODE NO		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16					
16. REMARKS TAILOR DID: PARA 10.2.6.1- CHANGE TO "INCLUDES A SUMMARY DESCRIPTION" BLOCK 4: PARAGRAPH 10.2.6.2 DID, CHANGE TO READ "INCLUDES A SUMMARY DESCRIPTION"; DELETE SUBPARAGRAPHS A THROUGH E; PARAGRAPH 10.2.6.2 DID, GRAPHS ARE INCLUDED; THE CONTRACTOR FACILITY SHALL BE AVAILABLE FOR GOVERNMENT REVIEW. PARAGRAPH 10.2.7 DID, OPTIONAL. BLOCK 12 AND 13: FOR TESTS CONDUCTED AT GOVERNMENT FACILITIES, SUBMIT QUICK LOOK REPORT WITHIN 24 HOURS AND TEST REPORT WITHIN 30 DATC. PROVIDE TEST REPORTS FOR TESTS PERFORMED AT CONTRACTOR FACILITY TO GOVERNMENT UPON REQUEST. CONTRACTOR FORMAT ACCEPTABLE. PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET. ** LETTER OF TRANSMITTAL ONLY					a. ADDRESSEE		b. COPIES	
					MDA/KV		1	
					**MDA/DACC			
					15. TOTAL --->			
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <input checked="" type="checkbox"/> OTHER							
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company						
1. DATA ITEM NO. A00T	2. TITLE OF DATA ITEM SOFTWARE DESIGN DESCRIPTION				3. SUBTITLE						
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-IPSC-81435A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/KV						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ ASREQ	12. DATE OF FIRST SUB SEE BLK 16		14. DISTRIBUTION						
8. APP CODE A		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16		a. ADDRESSEE	b. COPIES					
16. REMARKS G30/C30 BLK 12 AND 13. HAVE AVAILABLE FOR REVIEW AT INITIAL AND SUBSEQUENT IPRS. UPDATE AND SUBMIT 30 DAYS BEFORE PDR AND CDR AND MAJOR SOFTWARE REVIEWS. ** LETTER OF TRANSMITTAL ONLY					MDA/KV	1	1				
					**MDA/DACC						
										15. TOTAL -->	1
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008	I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP _____ TM <u>X</u> OTHER								
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company							
1. DATA ITEM NO. A00U		2. TITLE OF DATA ITEM INTERFACE DESIGN DESCRIPTION			3. SUBTITLE							
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-IPSC-81436A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE MDA/KV							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ ASREQ	12. DATE OF FIRST SUB SEE BLK 16		14. DISTRIBUTION							
8. APP CODE A		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16		a. ADDRESSEE		b. COPIES					
16. REMARKS G30/C30 BLK 12 AND 13. BLK 12. INITIAL SUBMITTAL 30 DAYS PRIOR TO KV CDR. BLK 13. UPDATE AND SUBMIT 30 DAYS BEFORE SUBSEQUENT MAJOR REVIEWS. REVISE DOCUMENT WHEN SIGNIFICANT CHANGES OCCUR. SUBMIT FINAL VERSION FOR APPROVAL 60 DAYS PRIOR TO CONTRACT FINAL REPORT (A004). ** LETTER OF TRANSMITTAL ONLY					MDA/KV	1	1					
					**-MDA/DACC							
					15. TOTAL -->					1	1	
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM X OTHER					
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO.		F. CONTRACTOR Raytheon Missile Systems Company				
1. DATA ITEM NO. A00V		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE COST ANALYSIS REQUIREMENTS DOCUMENT (CARD)				
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MISC-80508B			5. CONTRACT REFERENCE			6. REQUIRING OFFICE MDA/KV			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ ASREQ	12. DATE OF FIRST SUB 90 DAC		14. DISTRIBUTION				
8. APP CODE A		11. AOD N/A	13. DATE OF SUBSEQ SUB SEE BLK 16		a. ADDRESSEE		b. COPIES		
16. REMARKS APPROVAL G30/C30 UPDATE 180 DAYS AFTER TASK ORDER AWARD OR WHEN SIGNIFICANT CHANGES OCCUR. GOVERNMENT PROVIDED FORMAT REFERENCE DOD 5000.4M- 1.0 EXECUTIVE SUMMARY - TO SUMMARIZE CRITICAL PARAMETERS OF THE SYSTEM, IAW THE CWBS, BEING PROCURED TO FACILITATE ACCURATE COST ESTIMATION. LOW LEVEL DESIGN DETAILS ARE NECESSARY FOR PROPER IDENTIFICATION OF THE TECHNOLOGY FAMILY AND MATURITY OF THE ITEM/SYSTEM BEING PROCURED. 1.1 SYSTEM OVERVIEW-BRIEF DESCRIPTION OF MKV IN CONTEXT OF MISSION AND GMD ARCHITECTURE. SPECIFICALLY IDENTIFY ITEMS PROCURED. MKV SYSTEM DESIGN DESCRIPTION: IDENTIFY AND DESCRIBE ELEMENTS OF MKV SYSTEM TO INCLUDE SPECIFIC ARCHITECTURAL SUPPORT ELEMENTS AND INTERCEPTOR ELEMENTS. 1.N..SUBSYSTEM N (I.E KV, CV, BOOSTER INTERFACE,ETC) - GIVE BRIEF COMPONENT BREAKDOWN WITH DESCRIPTIONS OF INTER-RELATIONSHIPS. 1.N. M...- COMPONENT M (I.E. SENSOR, PROPULSION, SOFTWARE, ETC)-GIVE DESCRIPTION OF COMPONENT IDENTIFYING BASIC TECHNOLOGY, CRITICAL PERFORMANCE AND METROLOGICAL CHARACTERISTICS FOR THE COMPONENT/ SUBSYSTEM. BREAK DOWN FURTHER IF NECESSARY FOR CLEAR DESCRIPTION. 2.0 RISK (RISK MANAGEMENT/MITIGATION) 3.0 SYSTEM OPERATION CONCEPT (CONCEPT OF OPERATIONS, LOGISTICS, TRAINING) 4.0 QUANTITIES (HARDWARE/SOFTWARE QTY REQUIREMENTS, LONG LEAD ITEMS) 5.0 MANPOWER 6.0 ACTIVITY RATES 7.0 SYSTEM MILESTONES/SCHEDULES 8.0 SYSTEM ACQUISITION PLAN; DESCRIBE HARDWARE, SOFTWARE, AND SUPPORT EQUIPMENT PROCURED RELATIVE TO PROGRAM OBJECTIVES, CRITICAL MILESTONES AND ATTENDANT PHASING IN THE OVERALL ACQUISITION PROGRAM. INCLUDE DEVELOPMENT AND SUPPORT FACILITIES NECESSARY TO ACHIEVE THE PROGRAM MILESTONES. 9.0 SYSTEM DEVELOPMENT PLAN (SYSTEM TEST & EVAL, DEVELOPMENT TEST, COMPONENT DT/OT, TEST RESOURCES/INFRASTRUCTURE, TEST OPERATIONS, ETC) 10.0 SYSTEM FACILITIES/INFRASTRUCTURE. PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET. ** LETTER OF TRANSMITTAL ONLY					MDA/KV		Draft	Final	
					**MDA/DACC		1	Reg	Repro
					15. TOTAL --->				
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008		I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008		
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE							

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					<i>Form Approved</i> OMB NO. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden, estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington, Headquarters Services Directorate for Information and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR NO listed in Block E.							
F. CONTRACT LINE ITEM NO.		B. EXHIBIT	C. CATEGORY:				
			TDP TM X OTHER				
D. SYSTEM/ITEM MULTIPLE KILL VEHICLES			E. CONTRACT/PR NO. HQ0147-08-R-0010		F. CONTRACTOR Raytheon Missile Systems Company		
1. DATA ITEM NO.		2. TITLE OF DATA ITEM			3. SUBTITLE		
A0ZZ		MODELS, ALGORITHMS & SOFTWARE					
4. AUTHORITY <i>(DATA ACQUISITION DOC NO.)</i> DI-MISC-80508A			5. CONTRACT REFERENCE SOO # SW-KEID-13-03		6. REQUIRING OFFICE MDA/MK		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQ ASREQ	12. DATE OF FIRST SUB ASREQ	14. DISTRIBUTION			
8. APP CODE A		11. AOD N/A	13. DATE OF SUBSEQ SUB ASREQ	a. ADDRESSEE	b. COPIES		
					Draft	Final	
16. REMARKS APPROVAL: G30/C30 MODEL, ALGORITHM AND SOFTWARE DELIVERIES DELIVERY OF MODELS, AND SOFTWARE SHALL INCLUDE 2 COPIES IN COMMERCIAL DISK FORMAT (ACCESSIBLE BY A PC) CONTAINING EXECUTABLE CODE; SOURCE COE, APPLICABLE CODE DOCUMENTATION (TO INCLUDE ALGORITHM DESCRIPTIONS) AND ASSOCIATED DATA FILES. THIS SHALL INCLUDE ALL LIBRARIES REQUIRED TO COMPILE THE SOFTWARE AND MODELS. PREFER ELECTRONIC SUBMISSION BY DISK OR E-MAIL. HARD COPY MAY BE REQUIRED. E-MAIL ADDRESSES ARE ON DISTRIBUTION SHEET.				MDA/KV		1	
				MDA/DACC		1	
G. PREPARED BY DAN PRESCOTT			H. DATE 29 MAY 2008	I. APPROVED BY KARI POWERS		J. DATE 30 MAY 2008	
17. PRICE GROUP		18. ESTIMATED TOTAL PRICE					

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 12

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HQ0147-09-D-0001				2. DELIVERY ORDER/ CALL NO. 0001		3. DATE OF ORDER/CALL (YYYYMMDD) 2008 Nov 01		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001				CODE HQ0147		7. ADMINISTERED BY (if other than 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337				CODE S0305A	
										8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR RAYTHEON COMPANY NAME 1151 E HERMANS RD AND TUCSON AZ 85706-9367 ADDRESS				CODE 15090		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
										12. DISCOUNT TERMS	
										13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	
14. SHIP TO MISSILE DEFENSE AGENCY (MDA) JENNIFER KOURY, MDA/KV CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001				CODE HQ0147		15. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATION P.O. BOX 182381 COLUMBUS OH 43218-2381				CODE HQ0339	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNIT PRICE		23. AMOUNT
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: 256-450-1014 EMAIL: Elizabeth.Moulder@mda.mil BY: ELIZABETH H. MOULDER				<i>Elizabeth H. Moulder</i> CONTRACTING / ORDERING OFFICER		25. TOTAL	\$54,013,313.00
27a. QUANTITY IN COLUMN 20 HAS BEEN										26. DIFFERENCES	
<input type="checkbox"/>	INSPECTED	<input type="checkbox"/>	RECEIVED	<input type="checkbox"/>	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT				34. CHECK NUMBER	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	\$0.00
	MKV Task Order 0001				
	CPAF				
	Statement of Work entitled, "Multiple Kill Vehicle Multiple Kill Vehicle – Raytheon Systems Engineering for SRR, Task Order 0001," dated 28 October 2008.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MK9JWH90235-0001				
				MAX COST	UNDEFINED
				BASE FEE	\$0.00
				<hr/>	
				SUBTOTAL MAX COST + BASE	\$0.00
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA		UNDEFINED	Dollars, U.S.	UNDEFINED	\$45,911,316.00
	MKV Task Order 0001				
	CPAF				
	See CLIN 0001 for description. The CLIN is for COST only.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: MK9JWH90235				
				MAX COST	\$45,911,316.00
				BASE FEE	\$0.00
				<hr/>	
				SUBTOTAL MAX COST + BASE	\$45,911,316.00
				MAX AWARD FEE	\$0.00
				TOTAL MAX COST + FEE	\$45,911,316.00
	ACRN AA				
	CIN: MK9JWH902350001				
					\$24,920,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB		UNDEFINED	Dollars, U.S.	UNDEFINED	\$8,101,997.00

MKV Task Order 0001

CPAF

See CLIN 0001 for description. This CLIN is for AWARD FEE only.

FOB: Destination

PURCHASE REQUEST NUMBER: MK9JWH90235-0001

MAX COST	\$0.00
BASE FEE	\$0.00
SUBTOTAL MAX COST + BASE	\$0.00
MAX AWARD FEE	\$8,101,997.00
TOTAL MAX COST + FEE	\$8,101,997.00

ACRN AA

CIN: 00000000000000000000000000000000

\$4,397,000.00

B06

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated in accordance with the process described in the Award Fee Determination Plan clause in Section H hereto.

b. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

AWARD FEE PERIOD	AWARD FEE AVAILABLE	AWARD FEE EARNED	AWARD FEE NOT EARNED REMOVED FROM CONTRACT
First	<u>\$8,101,997</u>	<u>\$ *</u>	<u>\$ *</u>

*To be completed after award fee evaluations.

Section C - Descriptions and Specifications

STATEMENT OF WORK

STATEMENT OF WORK
Multiple Kill Vehicle –Raytheon
Systems Engineering for SRR
Task Order 0001
Dated 29 Oct 2008

1.0 Multiple Kill Vehicle Concept Development

The Kinetic Energy Interceptors contract will require a kill vehicle. Based upon its threat assessment, the Missile Defense Agency has determined that a unitary warhead will not be capable or provide the robustness required to defeat existing and anticipated threat countermeasures. Consequently, the agency has determined that kill vehicle development must focus on multiple kill vehicles to defeat increasingly complex threat countermeasures, decoys and warheads. Due to competing priorities and resource constraints, the agency cannot afford to develop a unique kill vehicle for each possible booster in the missile defense arsenal (e.g., KI, GMD, and Aegis SM-3). Since all kill vehicles must be scaleable, and capable of integration and use across all intercept platforms, common components shall be utilized to the maximum extent possible.

2.0 System Concept

To meet BMDS requirements and commitments to allies of the United States, the contractor shall define the Multiple Kill Vehicle system concept.

Concept development shall include the following factors:

- A deployable Multiple Kill Vehicle payload system design for integration with the Kinetic Energy Interceptor, with a payload system design which is compatible with the Ballistic Missile Defense System architecture.
- Payload design concepts to maximize the commonality with the Kinetic Energy Interceptor booster, SM-3 Block IIA, and the Orbital Boost Vehicle (2 and 3 stage variants).

The contractor shall also complete the following documents and tasks pertaining to the MKV system concept:

- Document preferred concepts, proposed knowledge points, initial risk assessment, program schedule, development cost estimates, and production cost goals. (TIMs and Final Report)
- Complete proposed preliminary common interface standards and modularity to maximize component commonality among payload applications. (TIMs and Final Report)
- Implement and maintain a risk management process to include planning, assessing, handling and monitoring program risks.
- Propose follow-on development schedule and requirements. The proposed requirements are to include the risk management process and trade studies. The plan is to address key follow-on deliverables including Systems Functional Specifications, System Verification Plan, and Preliminary Design Review. (TIMs and Final Report)
- Define a ground and flight test campaign to verify capability, and validate the models and simulations describing the performance of the Multiple Kill Vehicle payload system. The flight test campaign shall demonstrate a production-representative, stable design/constant quality Multiple Kill Vehicle payload system with two flight tests on Ballistic Missile Defense System boosters intercepting complex target suites. (TIMs and Final Report)
- Identify the appropriate nuclear hardness development path to achieve a HAENS Level 2 compliant Payload component. (TIMs and Final Report)
- Conduct trade studies to define future development spirals.

- Develop Modeling and Simulation for the system that is Open Architecture Simulation System (OASiS) compliant. (TIMs and Final Report)

3.0 Scope

The scope is to update the program plan and complete the systems engineering effort necessary to integrate the Multiple Kill Vehicle payload system into the Ballistic Missile Defense System through the payload level Systems Requirements Review.

3.1 Systems Engineering

The contractor shall perform system engineering including assessing the threat; decomposing the system capability needs; developing alternative concepts and assessing performance, cost, schedule and risk of those alternatives; allocating functional and performance requirements among the system components for the selected concept(s); developing models and simulations for the program and in support of mission success and key performance events. The major milestones for is the System Requirements Review (SRR). The SRR ensures the system design requirements adequately represent the system design capabilities, delivery of the Non-Realtime MKV Simulation and delivery of the Realtime MKV Simulation Demonstration

3.2 Program Planning

The contractor shall plan the program outlined in the scope (paragraph 1.0). The contractor shall perform top-level planning by defining milestones, schedules, and cost estimates for all activities necessary to meet overall program objectives.

3.3 Component Development and Test

The contractor shall define and initiate component development and test activities to reduce risk and demonstrate key component technologies. They will define each component development and test activity schedule and specific technical objectives. The technical objectives will demonstrate technical progress in program risk areas and will contribute to achieving knowledge points. The contractor and the Government will agree on the component development and test activities that are relevant to program technical challenges.

3.4 Mission Assurance

The contractor shall develop a Mission Assurance Plan Matrix in response to the Missile Defense Agency's Mission Assurance Provisions. The contractor shall execute in accordance with the approved matrix to achieve mission success and evaluate mission assurance implementation. The contractor shall document the audit criteria.

4.0 Deliverables

CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
A001	Technical Report – Study/Services	Briefing Package	DI-MISC-80508B	As Required
A006	Contract Work break down structure (CWBS)		DI-MGMT-81334C	As Required
A007	Contract Performance Report (CPR)		DI-MGMT-81466A	Monthly
A008	Contract Funds Status Report (CFSR)	Monthly Report	DI-MGMT-81468	Quarterly
A009	Simulation Development Plan		DI-IPSC-81427A	As Required
A010	Technical Report –	Core Standard	DI-MISC-80508B	As Required

CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
	Study/Services	Adherence Plan		
A011	Technical Report – Study/Services	PMP	DI-MISC-81276	As Required
A00C	Integrated Master Schedule	Monthly Schedule	DI-MISC-81183A	As Required
A00F	System/Subsystem Specification		DI-IPSC-81431A	As Required
A00Q	Cost Data Summary Report	Contractor Cost Data Report	DI-FNCL-81565	30 Days after SRR
A00S	Interface Requirements Specification		DI-IPSC-81434A	As Required
A00U	Interface Design Description		DI-IPSC-81436A	As Required
A00V	Technical Report – Study Services	Cost Analysis Requirements Document	DI-MISC-80508B	As Required
A00X	Technical Report – Study/Services	Mission Assurance Implementation Plan/Matrix	DI-MISC-80508B	As Required

4.0 MISSION ASSURANCE

The contractor shall develop a Mission Assurance Plan Matrix in response to the Missile Defense Agency's Mission Assurance Provisions. The contractor shall execute task order in accordance with the approved matrix to achieve mission success and shall identify in the Integrated Master Schedule the audit points where they will evaluate mission assurance implementation. The contractor shall document the audit criteria.

5.0 Program Management

The contractor shall ensure integrated cost, schedule, and technical performance management and shall conduct periodic reviews to assess the progress of technical and programmatic efforts. The contractor shall implement, document, and use an earned value based management system compliant with industry standard. The MDA is not requiring a stand alone EVMS Reporting requirement for this Task Order.

6.0 Period of Performance 1 November 2008 – 1 November 2009

7.0 Task Order Monitor

The Task Order Monitor for this effort is Ms. (b)(6) (256) 450-2115
 Alternate Task Order Monitor for this effort is Mr. (b)(6)
 (703) 614-1252.

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	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-NOV-2008 TO 01-NOV-2009	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/KV CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001 256-450-2115 FOB: Destination	HQ0147
0001AA	POP 01-NOV-2008 TO 01-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147
0001AB	POP 01-NOV-2008 TO 01-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0147

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9790400.2520 9 BM 2520 40603894C00 255Y S12135 MD9W115C0C0235 920362

AMOUNT: \$29,317,000.00

CIN 00000000000000000000000000000000: \$4,397,000.00

CIN MK9JWH902350001: \$24,920,000.00

AWARD FEE INVOICING

The Contractor may submit vouchers for provisional monthly payments as set forth in the basic contract provisions.

G06LOF

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLIN 0001:

(1) Amount Required for Full Funding, Including Fee(s):	\$54,013,313
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$24,920,000
(3) Amount Separately Obligated for Payment of Fee:	<u>\$4,397,000</u>
(4) Total Amount Allotted and Obligated:	\$29,317,000
(5) Net Amount Required for Full Funding:	\$24,696,313
(6) Estimated Period of Performance the Allotted Amount Will Cover:	TBD

Section H - Special Contract Requirements

AWARD FEE DETERMINATION PLAN

Task Order 0001 Annex

Task order 0001 defines a portion of the systems engineering and program planning effort necessary for developing and testing the Raytheon Multiple Kill Vehicle (MKV-R) payload system in the Ballistic Missile Defense System. Accordingly, we developed this award fee plan to focus the contractor's efforts on collaboratively defining the payload system characteristics within the context of the Ballistic Missile Defense System and developing a comprehensive plan to achieve our goal.

ORGANIZATION

The Fee Determining Official is the Executive Director, Missile Defense Agency. He establishes an Award Fee Review Board consisting of the following members:

- | | |
|----------------------|------------------------------------|
| Co-Chairman | KV Program Director |
| Co-Chairman | MDA Deputy for Engineering |
| Voting Member | MDA Deputy for Agency Operations |
| Voting Member | MDA Deputy for Acquisition |
| Voting Member | KV Integration and Test Director |
| Voting Member | KV Business Operations Director |
| Voting Member | KV Systems Engineering Director |
| Voting Member | KV Acquisition Management Director |
| Voting Member | DCMA-Tucson Commander |
| Advisor (non-voting) | Raytheon Program Official |
| Advisor (non-voting) | KV Contracting Officer |
| Advisor (non-voting) | MDA General Counsel |

AWARD FEE ELEMENTS AND WEIGHTS:

Award Fee Criteria	Percentage Weighting
Contract Performance Element (CPE):	
Cost Management	25%
Program/Technical Management	25%
Key Performance Event (KPE)	0%
Mission Success Element (MSE)	50%
Total	100%

AWARD FEE POOL

The total award fee pool is 15% of the negotiated cost of task order 0001.

The following table specifies the Contract Performance Elements and Mission Success Elements Award Fee Pool percentages specified for each particular period. The task orders will annotate the computed award fee pool in dollars at the conclusion of negotiations.

Award Fee Period	Time Frame	Cost, Program and MSE Award Fee Pool	Absolute Percentage
1	1 November 2008 – 31 October 2009	100%	100%
Total		100%	100%

KEY PERFORMANCE ELEMENTS: There are no Key Performance Events on this task order.

MISSION SUCCESS ELEMENTS: We will evaluate completion of System Requirements Review as a Mission Success Element. The Government will emphasize and evaluate the contractor's performance of the following:

Path to System Requirements Review

- 1) Define payload external interfaces
- 2) Complete trade studies and analyses to derive payload performance, external interface, and design and construction requirements
- 3) Deliver, demonstrate, and use non-real time flexible concept digital simulation to provide System Requirements Review analysis data
- 4) Complete key trade studies and analyses to derive Kill Vehicle requirements and establish Kill Vehicle architecture feasibility
- 5) Review and analyze Ballistic Missile Defense System capabilities/needs and priorities
- 6) Develop Payload system operational concept
- 7) Complete weapon system performance requirements allocated to the Payload
- 8) Complete system cost effectiveness analysis
- 9) Assess system performance via verified simulation for Aegis-Ballistic Missile Defense, Kinetic Energy Interceptors, and Ground-Based Missile Defense
- 10) Develop MKV-R System Specification, and MKV-R Payload Specification with KEI and GMD specification sheets
- 11) Develop Payload External Interface Specifications with Kinetic Energy Interceptors, and Ground-Based Missile Defense
- 12) Establish Kill Vehicle draft specifications with key performance requirements
- 13) Establish payload internal interface draft specifications with key interface requirements
- 14) Define requirements to proceed to Preliminary Design Review
- 15) Complete Preliminary Design Review and Knowledge Point plans

Complete System Requirements Review based on Task Order 0001 Statement of Work.

System Requirements Review

- 1) Baseline and control configuration of Payload Requirements
 - a) Payload Functional and Physical Architecture
 - b) Specifications
- 2) Release and control configuration of the following Technical Program Plans
 - a) Program Management Plan
 - b) System Engineering Management Plan
 - c) Parts and Materials Management Plan

- d) Master Test Plan
- e) Simulation Development Plan
- f) Software Development Plan
- g) Manufacturing Plan
- 3) Assess Risks and Develop Mitigation Plans
- 4) Identify Production Cost Targets
- 5) Update Development and Test Cost Estimates
- 6) Complete Program Integrated Master Plan /Integrated Master Schedule through Payload Development and Test

Simulation Development

- 1) Collaborate on development and verification of OASIS framework and models with the OASIS developer
- 2) Include model-based software development approach
- 3) Develop and use model-based software development processes
- 4) Develop the following documents:
 - a) End-to-end Simulation Software Requirements Specification
 - b) Kill Vehicle Simulation Design Document
 - c) Kill Vehicle Simulation Requirements Document
 - d) Kill Vehicle Test Plan
 - e) Kill Vehicle Verification Report
 - f) Sensor to Simulation Interface Requirements
 - g) Real time OASIS to Scene Generator Interface
 - h) End-to-End Simulation Interface Design Document
 - i) End-to-End Simulation Design Document
 - j) End-to-End Verification Test Plan
 - k) End-to-End Simulation Test Plan
 - l) End-to-End Verification Report
 - m) Verification, Validation, and Accreditation Matrix

PRE-NEGOTIATED AWARD FEE

Pre-Negotiated Fee Arrangements: The Award Fee established for this task order is 15%.

CLAUSES INCORPORATED BY FULL TEXT

52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 17-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001-0001
			X	10B. DATED (SEE ITEM 13) 01-Nov-2008
CODE 15090	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.232-22 Limitation of Funds				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjcarpen09727 The purpose of this modification is to provide incremental funds in the amount of \$7,283,000.00.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER / CONTRACTING OFFICER TEL: 256-450-1014 EMAIL: Elizabeth.Moulder@mda.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elizabeth H. Moulder</i> (Signature of Contracting Officer)		16C. DATE SIGNED 18-Dec-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$7,283,000.00 from \$29,317,000.00 to \$36,600,000.00.

SUBCLIN 0001AA:

AA: 9790400.2520 9 BM 2520 40603894C00 255Y S12135 MD9W115C0C0235 920362 (CIN MK9JWH902350001) was increased by \$6,190,550.00 from \$24,920,000.00 to \$31,110,550.00

SUBCLIN 0001AB:

AA: 9790400.2520 9 BM 2520 40603894C00 255Y S12135 MD9W115C0C0235 920362 (CIN 00000000000000000000000000000000) was increased by \$1,092,450.00 from \$4,397,000.00 to \$5,489,450.00

The following have been modified:

G06LOF

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLIN 0001:

(1) Amount Required for Full Funding, Including Fee(s):	\$54,013,313
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$31,110,550
(3) Amount Separately Obligated for Payment of Fee:	<u>\$5,489,450</u>
(4) Total Amount Allotted and Obligated:	\$36,600,000
(5) Net Amount Required for Full Funding:	\$17,413,313
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 June 2009

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				R	1 5
2. AMENDMENT/MODIFICATION NO. 0001-02	3. EFFECTIVE DATE 28-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S 04 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85706-8267			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001-0001		
			X 10B. DATED (SEE ITEM 13) 01-Nov-2008		
CODE 15090		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement between parties					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjmcmil091018 The purpose of this modification is to make administrative changes to the award fee annex and to correct the cost and award fee amount.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) ISAAC KEATING, Sr. CONTRACTS NEG			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER Contracting Officer EMAIL:		
15B. CONTRACTOR/OFFEROR <i>A. Keating</i> (Signature of person authorized to sign)		15C. DATE SIGNED 1/28/09	16B. UNITED STATES OF AMERICA BY <i>Elizabeth H. Moulder</i> (Signature of Contracting Officer)		16C. DATE SIGNED 29 Jan 2009

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				R	1	5
2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE 28-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36888-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 MS D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85708-9967				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001-0001		
				X 10B. DATED (SEE ITEM 13) 01-Nov-2008		
CODE 15090		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Mutual Agreement between parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjmcmill091018 The purpose of this modification is to make administrative changes to the award fee annex and to correct the cost and award fee amount.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER / CONTRACTING OFFICER TEL: 256-450-1014 EMAIL: Elizabeth.Moulder@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elizabeth H. Moulder</i> (Signature of Contracting Officer)		16C. DATE SIGNED 29-Jan-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The estimated/max cost has increased by \$1,096,729.00 from \$45,911,316.00 to \$47,008,045.00.
The total cost of this line item has increased by \$1,096,729.00 from \$45,911,316.00 to \$47,008,045.00.

SUBCLIN 0001AB

The award fee has decreased by \$1,096,729.00 from \$8,101,997.00 to \$7,005,268.00.
The total cost of this line item has decreased by \$1,096,729.00 from \$8,101,997.00 to \$7,005,268.00.

The following have been modified:

B06

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated in accordance with the process described in the Award Fee Determination Plan clause in Section H hereto.

b. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

AWARD FEE PERIOD	AWARD FEE AVAILABLE	AWARD FEE EARNED	AWARD FEE NOT EARNED REMOVED FROM CONTRACT
First	\$7,005,268	\$ *	\$ *

*To be completed after award fee evaluations.

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

G06LOF

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

a. CLIN 0001:

- | | |
|--|--------------|
| (1) Amount Required for Full Funding, Including Fee(s): | \$54,013,313 |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | \$31,110,550 |

(3) Amount Separately Obligated for Payment of Fee:	<u>\$5,489,450</u>
(4) Total Amount Allotted and Obligated:	\$36,600,000
(5) Net Amount Required for Full Funding:	\$17,413,313
(6) Estimated Period of Performance the Allotted Amount Will Cover:	30 June 2009

Note: Based on mutual agreement the following amounts are applicable to this task order:

Cost:	\$ 46,701,784
FCCOM:	\$ 306,261
Award Fee:	<u>\$ 7,005,268</u>
Total CPAF:	\$ 54,013,313

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

AWARD FEE DETERMINATION PLAN

Task Order 0001 Annex

Task order 0001 defines a portion of the systems engineering and program planning effort necessary for developing and testing the Raytheon Multiple Kill Vehicle (MKV-R) payload system in the Ballistic Missile Defense System. Accordingly, we developed this award fee plan to focus the contractor's efforts on collaboratively defining the payload system characteristics within the context of the Ballistic Missile Defense System and developing a comprehensive plan to achieve our goal.

ORGANIZATION

The Fee Determining Official is the Executive Director, Missile Defense Agency. He establishes an Award Fee Review Board consisting of the following members:

Co-Chairman	KV Program Director
Co-Chairman	MDA Deputy for Engineering
Voting Member	MDA Deputy for Agency Operations
Voting Member	MDA Deputy for Acquisition
Voting Member	KV Integration and Test Director
Voting Member	KV Business Operations Director
Voting Member	KV Systems Engineering Director
Voting Member	KV Acquisition Management Director
Voting Member	DCMA-Tucson Commander
Advisor (non-voting)	Raytheon Program Official
Advisor (non-voting)	KV Contracting Officer
Advisor (non-voting)	MDA General Counsel

AWARD FEE ELEMENTS AND WEIGHTS:

Award Fee Criteria	Percentage Weighting
Contract Performance Element (CPE):	
Cost Management	25%
Program/Technical Management	25%
Key Performance Event (KPE)	0%
Mission Success Element (MSE)	50%
Total	100%

AWARD FEE POOL

The total award fee pool is 15% of the negotiated cost of task order 0001.

The following table specifies the Contract Performance Elements and Mission Success Elements Award Fee Pool percentages specified for each particular period. The task orders will annotate the computed award fee pool in dollars at the conclusion of negotiations.

Award Fee Period	Time Frame	Cost, Program and MSE Award Fee Pool	Absolute Percentage
1	1 November 2008 – 1 November 2009	100%	100%
Total		100%	100%

KEY PERFORMANCE ELEMENTS: There are no Key Performance Events on this task order.

MISSION SUCCESS ELEMENTS: We will evaluate completion of System Requirements Review as a Mission Success Element. The Government will emphasize and evaluate the contractor's performance of the following:

Path to System Requirements Review

- 1) Define payload external interfaces
- 2) Complete trade studies and analyses to derive payload performance, external interface, and design and construction requirements
- 3) Deliver and use non-real time flexible concept digital simulation to provide System Requirements Review analysis data
- 4) Complete key trade studies and analyses to derive Kill Vehicle requirements and establish Kill Vehicle architecture feasibility
- 5) Review and analyze Ballistic Missile Defense System capabilities/needs and priorities
- 6) Develop Payload system operational concept
- 7) Complete weapon system performance requirements allocated to the Payload
- 8) Complete system cost effectiveness analysis
- 9) Assess system performance via verified simulation for Aegis-Ballistic Missile Defense, Kinetic Energy Interceptors, and Ground-Based Missile Defense
- 10) Develop MKV-R Payload Specification with KEI and GMD

- 11) Develop Payload External Interface Specifications with Kinetic Energy Interceptors, and Ground-Based Missile Defense
- 12) Establish Kill Vehicle draft specifications with key performance requirements
- 13) Establish payload internal interface draft specifications with key interface requirements
- 14) Define requirements to proceed to Preliminary Design Review
- 15) Complete Preliminary Design Review and Knowledge Point plans

Complete System Requirements Review based on Task Order 0001 Statement of Work.

System Requirements Review

- 1) Baseline and control configuration of Payload Requirements
 - a) Payload Functional and Physical Architecture
 - b) Specifications
- 2) Release and control configuration of the following Technical Program Plans
 - a) Program Management Plan
 - b) System Engineering Management Plan
 - c) Parts and Materials Management Plan
 - d) Master Test Plan
 - e) Simulation Development Plan
 - f) Software Development Plan
 - g) Manufacturing Plan
- 3) Assess Risks and Develop Mitigation Plans
- 4) Identify Production Cost Targets
- 5) Update Development and Test Cost Estimates
- 6) Complete Program Integrated Master Plan /Integrated Master Schedule through Payload Development and Test

Simulation Development

- 1) Collaborate on development and verification of OASIS framework and models with the OASIS developer
- 2) Include model-based software development approach
- 3) Develop and use model-based software development processes
- 4) Develop the following documents:
 - a) End-to-end Simulation Software Requirements Specification
 - b) Sensor to Simulation Interface Requirements
 - c) Real time OASIS to Scene Generator Interface
 - d) End-to-End Simulation Interface Design Document
 - e) End-to-End Simulation Design Document
 - f) End-to-End Verification Test Plan
 - g) End-to-End Simulation Test Plan
 - h) End-to-End Verification Report
 - i) Verification, Validation, and Accreditation Matrix

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0001-03		3. EFFECTIVE DATE 05-Feb-2009		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
5. PROJECT NO. (If applicable)					
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35896-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1307		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85706-0287			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001-0001		
			X 10B. DATED (SEE ITEM 13) 01-Nov-2008		
CODE 15090		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjballe091105 The purpose of this modification is to revise the Task Order 1 Statement of Work dated 29 Oct 09.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) ISABEL KEATING SR CONT. NEG.			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER Contracting Officer		
15B. CONTRACTOR/OFFEROR J. Keating (Signature of person authorized to sign)			15C. DATE SIGNED 2/13/09		16B. UNITED STATES OF AMERICA BY Elizabeth H. Moulder (Signature of Contracting Officer)
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		16C. DATE SIGNED 13 Feb 2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

(End of Summary of Changes)

STATEMENT OF WORK
Multiple Kill Vehicle –Raytheon
Systems Engineering Task Order 0001
Dated 05 Feb 09

1.0 Multiple Kill Vehicle Concept Development

The Interceptors integral to the BMDS (OBV, KEI and SM-3) all require a kill vehicle. Based upon its threat assessment, the Missile Defense Agency has determined that a unitary warhead will not be capable or provide the robustness required to defeat existing and anticipated threat countermeasures. Consequently, the agency has determined that kill vehicle development must focus on multiple kill vehicles to defeat increasingly complex threat countermeasures, decoys and warheads. Due to competing priorities and resource constraints, the agency cannot afford to develop a unique kill vehicle for each possible booster in the missile defense arsenal (e.g., KI, GMD, and Aegis SM-3). Since all kill vehicles must be scaleable, and capable of integration and use across all intercept platforms, common components shall be utilized to the maximum extent possible.

2.0 System Concept

To meet BMDS requirements and commitments to allies of the United States, the contractor shall define the Multiple Kill Vehicle system concept.

Concept development shall include the following factors:

- A deployable Multiple Kill Vehicle payload system design which is compatible with the Ballistic Missile Defense System architecture.
- Payload design concepts to maximize the commonality with the Kinetic Energy Interceptor booster, SM-3 Block IIA, and the Orbital Boost Vehicle (2 and 3 stage variants).

The contractor shall also complete the following documents and tasks pertaining to the MKV system concept:

- Document preferred concepts, proposed knowledge points, initial risk assessment, program schedule, development cost estimates, and production cost goals. [A001]
- Complete proposed preliminary common interface standards and modularity to maximize component commonality among payload applications. [A001]
- Implement and maintain a risk management process to include planning, assessing, handling and monitoring program risks.
- Propose follow-on development schedule and requirements. The proposed requirements are to include the risk management process and trade studies. The plan is to address key follow-on deliverables including Systems

Functional Specifications, System Verification Plan, and Preliminary Design Review. [A001]

- Define a ground and flight test campaign to verify capability, and validate the models and simulations describing the performance of the Multiple Kill Vehicle payload system. The flight test campaign shall demonstrate a production-representative, stable design/constant quality Multiple Kill Vehicle payload system with two flight tests on Ballistic Missile Defense System boosters intercepting complex target suites. [A001]
- Identify the appropriate nuclear hardness development path to achieve a HAENS Level 2 compliant Payload component. [A001]
- Conduct trade studies to define future development spirals.
- Develop Modeling and Simulation for the system that is Open Architecture Simulation System (OASiS) compliant. [A001]

3.0 Scope

The scope is to update the program plan and complete the systems engineering effort necessary to integrate the Multiple Kill Vehicle payload system into the Ballistic Missile Defense System, and early preliminary design work for common MKV-R to UKW components only.

3.1 Systems Engineering

The contractor shall perform system engineering including assessing the threat; decomposing the system capability needs; developing alternative concepts and assessing performance, cost, schedule and risk of those alternatives; allocating functional and performance requirements among the system components for the selected concept(s); developing models and simulations for the program and in support of mission success and key performance events. The major milestones is the System Requirements Review (SRR). The SRR ensures the system design requirements adequately represent the system design capabilities. The contractor shall deliver all simulations and software used in design and requirements development

3.2 Program Planning

The contractor shall plan the program outlined in the scope (paragraph 1.0). The contractor shall perform top-level planning by defining milestones, schedules, and cost estimates for all activities necessary to meet overall program objectives.

3.3 Special Studies

The contractor shall conduct Special Studies to include technical evaluations on a limited basis. These Special Studies may include definition and initiation of component development and test (CD&T) activities to reduce risk and demonstrate key component technologies. All Special Studies must be approved by the COR prior to initiating.

3.4 Mission Assurance

The contractor shall develop a Mission Assurance Plan Matrix in response to the Missile Defense Agency's Mission Assurance Provisions. The contractor shall execute task order in accordance with the approved matrix to achieve mission success and shall identify in the Integrated Master Schedule the audit points where they will evaluate mission assurance implementation. The contractor shall document the audit criteria.

4.0 Deliverables

CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
A001	Technical Report – Study/Services	IBR package WS Pre-SRR package WS SRR package Payload SRR package Final Report (Exec. Summary)	DI-MISC-80508B	As Required
A006	Contract Work break down structure (CWBS)		DI-MGMT-81334C	As Required
A007	Contract Performance Report (CPR)		DI-MGMT-81466A	Monthly
A008	Contract Funds Status Report (CFSR)		DI-MGMT-81468	Quarterly
A009	Simulation Development Plan		DI-IPSC-81427A	As Required
A010	Technical Report – Study/Services	Core Standard Adherence Plan	DI-MISC-80508B	As Required
A011	Technical Report – Study/Services	PMAP	DI-MISC-81276	As Required
A00C	Integrated Master Schedule	Monthly Schedule	DI-MISC-81183A	As Required
A00F	System/Subsystem Specification		DI-IPSC-81431A	As Required
A00Q	Cost Data Summary	Contractor Cost Data	DI-FNCL-81565	30 Days after

CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
	Report	Report		SRR
A00S	Interface Requirements Specification		DI-IPSC-81434A	As Required
A00U	Interface Design Description		DI-IPSC-81436A	As Required
A00V	Technical Report – Study Services	Cost Analysis Requirements Document	DI-MISC-80508B	As Required
A00X	Technical Report – Study/Services	Mission Assurance Implementation Plan/Matrix	DI-MISC-80508B	As Required

5.0 Program Management

The contractor shall ensure integrated cost, schedule, and technical performance management and shall conduct periodic reviews to assess the progress of technical and programmatic efforts. The contractor shall implement, document, and use an earned value based management system compliant with industry standard.

6.0 Period of Performance 1 November 2008 – 1 November 2009

7.0 Task Order Monitor

The Task Order Monitor for this effort is Ms. (b)(6), (256) 450-2115
 Alternate Task Order Monitor for this effort is Mr. Dean Ridgely,
 (703) 614-1252.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				R	1	4
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 16-Dec-2008	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 36888-0001		CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85708-8087				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001	
				X	10B. DATED (SEE ITEM 13) 01-Nov-2008	
CODE 15090		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjarpen09634 The purpose of this modification is to incorporate DD 254 and Revise Section G-05 Clause inserting correct ACO.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) ISABEL KEATING SI. CONTRACTS NEGOTIATOR			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER TEL: Contracting Officer EMAIL:			
15B. CONTRACTOR/OFFEROR A. Keating (Signature of person authorized to sign)		15C. DATE SIGNED JAN 7, 2009		16B. UNITED STATES OF AMERICA BY Elizabeth H. Maulder (Signature of Contracting Officer)		16C. DATE SIGNED 08-Jan 2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

**G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)**

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, 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 at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA is **HQ0147**). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

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

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

5. The WAWF Training Links are located on the Internet at <https://wawf.eb.mil> under "About WAWF".

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

DISA WESTHEM
Area Command Ogden
Customer Service Center
CONUS ONLY: 1-866-618-5988
COMMERCIAL: 801-605-7095
DSN: 338-7095
FAX COMMERCIAL: 801-605-7453
FAX DSN: 388-7453
cscassig@ogden.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.

c. 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. The contractor shall submit the final voucher to the cognizant DCAA office and ACO, if applicable.

d. Special Requirements

1. The contractor is instructed to utilize WAWF for submission of invoices and utilize either a Services 2-in-1 or Combo document type, as applicable for services versus deliverables, and identify the approving agency as MDA, DoDAAC code. One copy of each voucher shall be provided electronically to the cognizant ACO for review and to the Procurement Contracting Officer (PCO).

2. Concurrent with submission of invoices to the paying office, an electronic copy of the invoice shall be provided to the PCO/COR/ACO and as follows:

Ms. Elizabeth H. Moulder, Contracting Officer, Elizabeth.Moulder@mda.mil

Mr. (b)(6) Contract Specialist, (b)(6) ctr@mda.mil

Ms. (b)(6), Contracting Officer Representative, (b)(6)@mda.mil

Mr. (b)(6), Administrative Contracting Officer, (b)(6)@dcma.mil

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS AND EXHIBITS

Table of Contents – Attachments/Exhibits

Attachment/ Exhibit	Title	# Pages	Date
Attachment 1	Statement of Objectives, "Multiple Kill Vehicle" (MKV) Payload Systems Development	2	14 Mar 08
Attachment 2	Multiple Kill Vehicle (MKV-R) Payload System Development Overarching Award Fee Plan	10	TBD
Attachment 3	DD254 - Contract Security Classification Specification	16	05 Dec 08
Attachment 4	Raytheon Small Business Subcontracting Plan	27	29 Sep 08
Attachment 5	MKV Government Furnished Property (GFP) List	2	28 Oct 08
Attachment 6	List of Technical Data and Computer Software) to be delivered with other than unlimited rights, license.	TBD	TBD
Attachment 7	Department of Defense, Missile Defense Agency, Ballistic Missile Defense System (BMDS) Security Classification Guide, incorporated herein by reference.	TBD	TBD
Attachment 8	Department of Defense, Missile Defense Agency, Multiple Kill Vehicle (MKV) Security Classification Guide, incorporated herein by reference.	TBD	TBD
Attachment 9	MKV MAP requirements Applicability Matrix Overall contract implementation of MDA Mission Assurance Provisions (MAP). See Tailored matrix for each task order.	TBD	TBD
Exhibit A	DD1423 - Contract Data Requirements List (CDRL)	43	27 Oct 08

(End of Summary of Changes)

HQ0147-09-D-0001

Attachment 1

**Statement of Objectives
“Multiple Kill Vehicle” (MKV) Payload
Systems Development”**

**Multiple Kill Vehicle (MKV)
Payload System Development**

STATEMENT OF OBJECTIVES

14 March 2008

2.1 Background

The Missile Defense Agency will acquire Multiple Kill Vehicle payload systems as an integral part of Kinetic Energy Interceptor Program and the Ballistic Missile Defense System. The Agency plans to use an evolutionary, spiral approach to achieve increasingly greater and more robust capability over time against ballistic missiles in the ascent, mid-course and exo-atmospheric terminal phases of flight. The plan is to first demonstrate a multiple kill vehicle against ballistic missiles in the ascent and midcourse phases of flight from missile defense booster components. We will mature the capability using a flexible, decision based approach with knowledge points and key component and development test events early in the program.

2.2 Multiple Kill Vehicle Development and Test Objectives

- Develop a deployable Multiple Kill Vehicle payload system design.
- Design the payload interfaces to ensure the payload is compatible with candidate boosters, their associated weapon systems and the Ballistic Missile Defense System. The candidate weapon system elements include the Ground Based Midcourse Defense, Kinetic Energy Interceptor, and Aegis Ballistic Missile Defense.
- Design the payload with open architecture, common interfaces and standards. Optimize commonality across kill vehicle product lines.
- Develop a Payload Capability Specification in coordination with the Agency's Director for Engineering to align the multiple kill vehicle program with the Ballistic Missile Defense System.
- Develop an event-based Integrated Master Schedule with clearly defined knowledge points.
- Implement and maintain a risk management process to include assessing, mitigating and monitoring program risks.
- Develop a System Engineering Management Plan and a System Verification Plan for completing payload system development and test

based on Engineering and Manufacturing Readiness Level and Software Readiness Level criteria.

- Develop a payload system unit production cost commitment and execute trades throughout the design process treating cost as a technical requirement.
- Develop a payload system that adheres to a tailored set of the Agency's core standards (e.g. Identify the appropriate nuclear hardness development path to achieve a HAENS Level 2 compliant Payload component).
- Conduct trade studies to define future development spirals.
- Develop Modeling and Simulation for the system that is Open Architecture Simulation Interface Specification (OASIS) compliant and maximize the use of model-based code generation.
- Define and execute a successful ground and flight test campaign verifying capability and validating the models and simulations describing the performance of the payload system.
- Demonstrate a production-representative, stable design/constant quality payload system integrated with a weapon system element in two flight tests intercepting complex target suites.

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Raytheon Missile Systems

MULTIPLE KILL VEHICLE PAYLOAD SYSTEM DEVELOPMENT

Kill Vehicle Commonality Pathfinder

Risk Reduction Component Development and Test Effort

TASK ORDER (TO) NUMBER 0001

6 June 2008

1.0 TASK DESCRIPTION

This Task Order defines the kill vehicle commonality effort required to build and hover test kill vehicles. This activity will integrate selected government furnished equipment divert and attitude control component systems into kill vehicle(s) and execute hover tests at the National Hover Test Facility (NHTF), Edwards AFB, CA.

2.0 TASK

2.1 Background

This section is provided for information only and does not add scope or provide direction under this Task Order. The Missile Defense Agency will acquire Multiple Kill Vehicle payload systems as an integral part of the Ballistic Missile Defense System. The Agency plans to use an evolutionary, spiral approach to achieve increasingly greater and more robust capability over time against ballistic missiles in the ascent, mid-course and exo-atmospheric terminal phases of flight. The plan is to first demonstrate a multiple kill vehicle against ballistic missiles in the ascent and midcourse phases of flight from missile defense booster components. We will mature the capability using a flexible, decision based approach with knowledge points and key component and development test events early in the program. Under the FY08 Northrop-Grumman KEI contract, CLIN 14, the subcontractor will have collaborated with Lockheed-Martin and the Government to design the common kill vehicle architecture and interfaces.

2.2 Scope

The Task Order requires that the contractor: 1) collaborate in the design and development of the divert and attitude control system; 2) design and develop kill vehicle(s) using selected DACS units; 3) integrate and hover test the vehicle; and 4) perform post test analysis. This effort will validate the commonality approach and verify technology maturity, propulsion system performance, and integrated kill vehicle system performance.

2.2.1 Kill Vehicle Common Architecture and Interfaces

The Government/MDA requires the contractor to leverage past and future experience and effort expended on other MDA contracts that have common components and common processes. This requirement is for all past, present and future work that was or is on contract. All effort under this contract shall minimize cost through elimination of duplicated effort with these various

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contracts. In particular, the contractor shall leverage common Architecture and interfaces which have been developed or will be concurrently developed on other MDA contract vehicles.

2.2.2 Collaborative Divert and Attitude Control System Design

2.2.2.1 Design Activities

The contractor shall utilize architecture and interfaces developed under other vehicles in the integration of a Government-furnished Divert and Attitude Control System into a Pathfinder kill vehicle. The contractor shall participate in DACS design reviews to assess technical progress of selected DACS hover concepts. The contractor shall review static-fire test plans, procedures, set-up, instrumentation, and data reduction plans and analyze the resulting data.

2.2.3 Design and Develop Pathfinder Kill Vehicle

2.2.3.1 Pathfinder Conceptual Design Baseline Review

Under the FY08 Northrop-Grummon KEI contract, CLIN 14, the subcontractor will have developed kill vehicle concept(s) for hover using Government-furnished propulsion systems; common architecture; a model-based, open architecture, software approach; and incorporating design features including modularity, maintainability, and testability. The contractor shall define the joint pathfinder kill vehicle conceptual design baseline that will culminate in a joint Raytheon/Lockheed-Martin Conceptual Design Baseline Review, which will include kill vehicle architecture, interface standards, and preliminary requirements for kill vehicle concepts, supported by modeling and simulation results.

2.2.3.2 Design and Develop Vehicle

The contractor shall develop avionics using open architectures and commercial off-the-shelf based electronics. The contractor shall develop a modular avionics system with the objective of reducing integration risk and the cost of specialized test and support equipment.

The contractor shall develop a closed loop control system to control the kill vehicle during hover. The Government will provide a flight profile before execution. The contractor shall design the kill vehicle to take data from an inertial measurement unit and the on-board sensor, and calculate control commands for the propulsion system based on the target. The contractor shall ensure that the software is open architecture, model generated software that allows rapid software development, hardware integration, and maximum reuse for subsequent tests.

The contractor shall select, procure, and integrate an on-board sensor for target acquisition and track. The driving requirement shall be interface simplicity with the avionics system. The contractor shall select, procure, and integrate a battery and required power converters for the kill vehicle. The contractor shall develop or procure and integrate special test equipment as required to support the kill vehicle. The contractor shall verify its kill vehicle design through near-real-time and real-time software simulations prior to hover test. The contractor shall develop the kill

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vehicle, including appropriate spares, for reuse in multiple hover tests with various DACS assemblies.

The contractor shall provide an Initial Design Review (IDR) and Final Design Review (FDR) as a part of their Vehicle Design and Development activity.

2.2.3.2.1 Initial Design Review (IDR)

The initial design review shall include the kill vehicle architecture with complete schematic diagrams and design concept, document the parts list and instrumentation, all interfaces defined and documented, and preliminary requirements for kill vehicle concepts, supported by modeling and simulation results. They shall complete preliminary design drawings and documents and define preliminary integration and test support plans. The contractor shall document the test/verification matrix and complete all make/buy decisions. They shall complete key analyses with documented performance and margins of safety. The contractor shall continue to collect and track commonality metrics and commonality lessons learned. They shall identify and document all program and technical risk, including mitigation plans. (CDRL A004)

2.2.3.2.2 Final Design Review (FDR)

The final design review shall include the closure of all action items from the Initial Design Review (IDR). The contractor shall have the schematic diagrams, drawings, specifications, and interfaces under configuration management. They shall have the complete system performance and predictions, supported by modeling and simulation results. The contractor shall complete and have under configuration management the integration and test support plans. They shall complete all environments analyses, including self-induced dynamics, random vibration, and shock. The contractor shall have all software tested and under configuration control. They shall continue to collect and track commonality metrics and commonality lessons learned. The contractor shall document the draft hover test success criteria and ensure that all non-conformances have received government concurrence. (CDRL A004)

2.2.4 Hover Vehicle Integration and Test

The contractor shall assemble and integrate (both hardware and software) pathfinder kill vehicle(s) using selected Government-furnished propulsion systems, and perform a hover tests at the National Hover Test Facility, Edwards AFB, CA. The Government will provide the National Hover Test facility as a Government Furnished Facility. The contractor shall be fully responsible to comply with all safety and environmental requirements associated with test operations at the National Hover Test Facility. The kill vehicle(s) shall execute the following functionality during hover testing: free flight, closed loop control, imaging of a reference target, and telemeter video and flight data. The contractor shall develop or procure and integrate special test equipment and ground support equipment, as required, to support the kill vehicle, compatible with the NHTF infrastructure.

2.2.5 Post Test Analysis

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The contractor shall analyze the data and hardware after the test and anchor the kill vehicle models with test results. Any test anomalies shall be handled through appropriate failure review boards to ensure determination of root cause. (CDRL A008)

2.2.6 Commonality Metrics, Lessons Learned, and Final Report

The contractor shall identify, collect, track, and report on commonality metrics. The contractor shall collect commonality lessons learned in the Lessons Learned database. The contractor shall generate a final report on Commonality Accomplishments.

3.0 DELIVERABLES

Description	CDRL Number	Submittal
Task Order Management Plan	A001	ATP + 30 days
Integrated Master Schedule	A002	Monthly
Cost Performance Report	A003	Monthly
Briefing Packages	A004	As Required
Models, Flight Control Algorithms, Flight Software	A006	As Required
Pathfinder Hover Test Plan	A007	IDR draft, FDR final
Test Report and Summary Video	A008	As Required
System Safety Plan	A009	30-days prior to Hover KV FDR
PMAP Plan	A011	As Required
Program Introduction Document	A00A	15 days prior to Hover KV Conceptual Design Baseline Review
Facility Requirements Document	A00B	15 days prior to Hover KV IDR
Packaging, Shipping, Handling, and Transportation Plan	A00C	IDR draft, FDR final
Kill Vehicle FMECA	A00D	IDR draft, FDR final
Pathfinder System Specification	A00E	IDR final
Interface Requirements Specification	A00F	15 days prior to Hover KV Conceptual Design Baseline Review
Interface Control Document	A00G	IDR draft, FDR final

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Interface Design Description	A00H	ATP + 90 days
Commonality Lessons Learned	A00I	As Required
Final Report on Commonality Accomplishments	A00J	At Completion
Mission Assurance Plan Matrix	A00X	ATP + 90 days

4.0 MISSION ASSURANCE.

The contractor shall structure a mission assurance plan based on sound auditable engineering processes including quality, safety, and product assurance. The contractor shall identify in the Integrated Master Schedule the audit points, subject to Government concurrence, where the contractor will evaluate mission assurance implementation and shall document the audit criteria. The contractor shall conduct a series of readiness reviews leading up to the test events. (CDRL A002)

The contractor shall conduct a Failure Mode, Effects, and Criticality Analysis (FMECA) (using MIL-STD-1629A for guidance, tailored as needed, with Government concurrence) on the hover vehicle in order to mitigate risk associated with the conduct of the hover test and to provide insight into the suitability of the hover vehicle design. The contractor shall implement risk mitigation tasks based on the results of the FMECA. The contractor shall integrate the DACS vendors' FMECA into their overall hover vehicle FMECA.

5.0 PERIOD OF PERFORMANCE: 31 October 2008 – 31 March 2011

6.0 TASK ORDER MONITOR

The Task Order Monitor for this effort is Mr. (b)(6), (256) 450-1978.

Alternate Task Order Monitor for this effort is Mr. (b)(6), (703) 614-1252.

Contracting Officer Representative for this effort is Ms. (b)(6), (256) 450-1938

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STATEMENT OF WORK
Multiple Kill Vehicle –Raytheon
Systems Engineering for SRR
Task Order 0002
(Dated XX Jun 2008)

1.0 Multiple Kill Vehicle Concept Development

The Kinetic Energy Interceptors contract will require a kill vehicle. Based upon its threat assessment, the Missile Defense Agency has determined that a unitary warhead will not be capable or provide the robustness required to defeat existing and anticipated threat countermeasures. Consequently, the agency has determined that kill vehicle development must focus on multiple kill vehicles to defeat increasingly complex threat countermeasures, decoys and warheads. Due to competing priorities and resource constraints, the agency cannot afford to develop a unique kill vehicle for each possible booster in the missile defense arsenal (e.g., KI, GMD, and Aegis SM-3). Since all kill vehicles must be scaleable, and capable of integration and use across all intercept platforms, common components shall be utilized to the maximum extent possible.

2.0 System Concept

To meet KEI and BMDS requirements and commitments to allies of the United States, the contractor shall define the Multiple Kill Vehicle system concept.

Concept development shall include the following factors:

- A deployable Multiple Kill Vehicle payload system design for integration with the Kinetic Energy Interceptor, with a payload system design which is compatible with the Ballistic Missile Defense System architecture.
- Payload design concepts to maximize the commonality with the Kinetic Energy Interceptor booster, SM-3 Block IIA, and the Orbital Boost Vehicle (2 and 3 stage variants).

The contractor shall also complete the following documents and tasks pertaining to the MKV system concept:

- Document preferred concepts, proposed knowledge points, initial risk assessment, program schedule, development cost estimates, and production cost goals. (TIMs and Final Report)
- Complete proposed preliminary common interface standards and modularity to maximize component commonality among payload applications. (TIMs and Final Report)
- Implement and maintain a risk management process to include planning, assessing, handling and monitoring program risks.

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- Propose follow-on development schedule and requirements. The proposed requirements are to include the risk management process and trade studies. The plan is to address key follow-on deliverables including Systems Functional Specifications, System Verification Plan, and Preliminary Design Review. (TIMs and Final Report)
- Define a ground and flight test campaign to verify capability, and validate the models and simulations describing the performance of the Multiple Kill Vehicle payload system. The flight test campaign shall demonstrate a production-representative, stable design/constant quality Multiple Kill Vehicle payload system with two flight tests on Ballistic Missile Defense System boosters intercepting complex target suites. (TIMs and Final Report)
- Identify the appropriate nuclear hardness development path to achieve a HAENS Level 2 compliant Payload component. (TIMs and Final Report)
- Conduct trade studies to define future development spirals.
- Develop Modeling and Simulation for the system that is Open Architecture Simulation System (OASiS) compliant. (TIMs and Final Report)

3.0 Scope

The scope is to update the program plan and complete the systems engineering effort necessary to integrate the Multiple Kill Vehicle payload system into the Ballistic Missile Defense System through the payload level Systems Requirements Review.

3.1 Systems Engineering

The contractor shall perform system engineering including assessing the threat; decomposing the system capability needs; developing alternative concepts and assessing performance, cost, schedule and risk of those alternatives; allocating functional and performance requirements among the system components for the selected concept(s); developing models and simulations for the program and in support of mission success and key performance events. The major milestones for is the System Requirements Review (SRR). The SRR ensures the system design requirements adequately represent the system design capabilities, delivery of the Non-Realtime MKV Simulation and delivery of the Realtime MKV Simulation Demonstration

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3.2 Program Planning

The contractor shall plan the program outlined in the scope (paragraph 1.0). The contractor shall perform top-level planning by defining milestones, schedules, and cost estimates for all activities necessary to meet overall program objectives.

3.3 Component Development and Test

The contractor shall define and initiate component development and test activities to reduce risk and demonstrate key component technologies. They will define each component development and test activity schedule and specific technical objectives. The technical objectives will demonstrate technical progress in program risk areas and will contribute to achieving knowledge points. The contractor and the Government will agree on the component development and test activities that are relevant to program technical challenges.

3.4 Mission Assurance

The contractor shall develop a Mission Assurance Plan Matrix in response to the Missile Defense Agency's Mission Assurance Provisions. The contractor shall execute in accordance with the approved matrix to achieve mission success and evaluate mission assurance implementation. The contractor shall document the audit criteria.

4.0 Deliverables

CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
A001	Technical Report – Study/Services	Briefing Package	DI-MISC-80508B	As Required
A006	Contract Work break down structure (CWBS)		DI-MGMT-81334C	As Required
A007	Contract Performance Report (CPR)		DI-MGMT-81466A	Monthly
A008	Contract Funds Status Report (CFSR)	Monthly Report	DI-MGMT-81468	Quarterly
A009	Simulation Development Plan		DI-IPSC-81427A	As Required
A010	Technical Report – Study/Services	Core Standard Adherence Plan	DI-MISC-80508B	As Required
A011	Technical Report – Study/Services	PMAP	DI-MISC-81276	As Required
A00C	Integrated Master Schedule	Monthly Schedule	DI-MISC-81183A	As Required

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CDRL Number	Title of Data Item	Subtitle	Authority (DID)	Delivery
A00F	System/Subsystem Specification		DI-IPSC-81431A	As Required
A00Q	Cost Data Summary Report	Contractor Cost Data Report	DI-FNCL-81565	30 Days after SRR
A00S	Interface Requirements Specification		DI-IPSC-81434A	As Required
A00U	Interface Design Description		DI-IPSC-81436A	As Required
A00V	Technical Report – Study Services	Cost Analysis Requirements Document	DI-MISC-80508B	As Required
A00X	Technical Report – Study/Services	Mission Assurance Implementation Plan/Matrix	DI-MISC-80508B	As Required

4.0 MISSION ASSURANCE

The contractor shall develop a Mission Assurance Plan Matrix in response to the Missile Defense Agency's Mission Assurance Provisions. The contractor shall execute task order in accordance with the approved matrix to achieve mission success and shall identify in the Integrated Master Schedule the audit points where they will evaluate mission assurance implementation. The contractor shall document the audit criteria.

5.0 Program Management

The contractor shall ensure integrated cost, schedule, and technical performance management and shall conduct periodic reviews to assess the progress of technical and programmatic efforts. The contractor shall implement, document, and use an earned value based management system compliant with the contractor's earned value management system currently performed on the KEI Program. The MDA is not requiring a stand alone EVMS Reporting requirement for this Task Order, but it will integrate with the current KEI Program's reporting requirements.

6.0 Period of Performance Date of Task Order award – 30 June 2009

7.0 Task Order Monitor

The Task Order Monitor for this effort is Ms. (b)(6), (256) 450-1938
 Alternate Task Order Monitor for this effort is Mr. (b)(6),
 (703) 614-1252.

HQ0147-09-D-0001

Attachment 2

**Multiple Kill Vehicle (MKV-R) Payload
System Development
Overarching Award Fee Plan**

MISSILE DEFENSE AGENCY
7100 DEFENSE PENTAGON
WASHINGTON, DC 20301-7100

AWARD FEE PLAN

FOR THE

RAYTHEON Multiple Kill Vehicle (MKV-R) Payload System Development

OCT 31 2008

(FDO Date of Approval)

Approved:
Program Director



RICHARD S. MATLOCK, SES
Program Director, BMDS Kill Vehicles

Approved:
Fee Determining Official



D. M. ALTWEGG
Executive Director, Missile Defense Agency

1.0 INTRODUCTION

The Missile Defense Agency wants to acquire Multiple Kill Vehicle payload systems as an integral part of the Ballistic Missile Defense System. The Agency intends to use an evolutionary, spiral approach to achieve increasingly greater and more robust capability over time against ballistic missiles in the ascent, mid-course and exo-atmospheric terminal phases of flight. The plan is first to demonstrate a multiple kill vehicle against ballistic missiles in the ascent and midcourse phases of flight from missile defense booster components. The goal is to fly in the BMDS Test Bed following Block D.

This award fee plan is the basis for evaluating the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official. It describes specific criteria and procedures we will use to assess the contractor's performance and to determine the amount of award fee earned. Actual award fee determinations, and the methodology for determining award fee, are unilateral, subjective decisions made solely at the discretion of the Government.

The contractor receives the award fee through contract modifications. The Fee Determining Official determines the award fee earned and payable based upon review of the contractor's performance against the criteria set forth in this plan. The Fee Determining Official may unilaterally change this plan, with the exception of established Key Performance Events (KPEs) and associated fee allocation, prior to the beginning of an evaluation period. The Contracting Officer notifies the contractor of changes to the plan and/or specific areas of emphasis and performance expectations in writing 15 days prior to the start of the affected evaluation period. Award fee criteria and evaluation percentage changes incorporated after the start of award fee periods, as well as changes to Key Performance Events and their associated fee, require consent of both parties.

2.0 ORGANIZATION AND RESPONSIBILITIES

The award fee organization consists of the following: the Fee Determining Official; an Award Fee Advisory Board (AFAB); an Award Fee Review Board (AFRB) that consists of a Chairperson, the Contracting Officer (CO), other functional area participants, and advisory members; and the Performance Monitors. The Award Fee Review Board members are specific to each task order and are listed in the Annexes.

- 2.1 **Fee Determining Official:** The Fee Determining Official is responsible for ensuring the integrity of the award fee process. The FDO approves this Award Fee Plan and authorizes any substantive changes. The FDO reviews

the recommendations of the Boards, considers all appropriate data, and notifies the contractor and Contracting Officer of the final Award Fee.

- 2.2 **Award Fee Advisory Board:** The Award Fee Advisory Board establishes an advisory fee rating based on the Award Fee Review Board input. The Award Fee Advisory Board will advise the Fee Determining Official.

The standing Award Fee Advisory Board for all Task Orders consists of the following members:

Deputy Director (MDA/DD)
Executive Director (MDA/DX)
Deputy for Acquisition (MDA/DA)
Deputy for Engineering (MDA/DE)
Deputy for Agency Operations (MDA/DO)
Deputy for Test, Integration, and Fielding (MDA/DT/DF)
General Counsel (MDA/GC)
Quality, Safety and Mission Assurance (MDA/QS)
Contracting Directorate (MDA/DAC)

- 2.3 **Award Fee Review Board:** AFRB members are responsible for evaluating the contractor's performance. The board reviews the award fee milestone completion and advises the Fee Determining Official. They evaluate the contractor's performance, consider all information from pertinent sources, and recommend an award. The board may also recommend changes to the award fee plan.
- 2.4 **Contracting Officer:** The Contracting Officer is responsible for executing all required contractual actions. These actions include: 1) notifying the contractor in writing of any changes we propose to the award fee plan; 2) transmitting the award fee decision letter to the contractor; 3) preparing and distributing the contract modification awarding any fee; and 4) documenting all actions in the official contract file.
- 2.5 **Performance Monitors:** Performance Monitors maintain written records of the contractor's performance against metrics identified in their assigned evaluation area(s) to obtain a fair and accurate evaluation. They prepare interim and end-of-period evaluation reports.
- 3.0 **AWARD FEE DETERMINATION PROCESS**
- 3.1 **Within ten (10) working days after award fee period midpoint, the lead performance monitor provides the contractor interim evaluation results with**

strengths and weaknesses for the current period. The Contracting Officer may issue letters to highlight areas of Government concern at any time.

- 3.2 Within five (5) working days after completion of each award fee period, the contractor submits a written self-evaluation in the contractor's format.
- 3.3 Within fifteen (15) working days after completion of each award fee evaluation period, the Award Fee Review Board evaluates the contractor's performance according to criteria and information in paragraph 4.0 and submits recommendations to the Award Fee Advisory Board and Fee Determining Official.
- 3.4 The Fee Determining Official gives the contractor a written decision that discusses contractor performance, specifies the amount of fee earned, and describes areas of emphasis for the next award fee period. The Fee Determining Official gives this document to the contractor within thirty (30) working days after the end of each period.
- 3.5 The Contracting Officer modifies the contract to incorporate the fee determining official's fee decision within three (3) working days after the decision.

4.0 AWARD FEE PROCESSES

- 4.1 Available Award Fee Amount: Each task order annex specifies the available award fee for each evaluation period. The contractor earns and receives fee based on the contractor's performance of the Contract Performance Elements (CPEs) and the Mission Success Elements (MSEs) during each evaluation period, as well as, the evaluation of any Key Performance Events (KPEs) completed during the evaluation period. Each evaluation period is one year in duration. The evaluation periods end 31 March each year. The evaluation of the contractor's performance under a particular Task Order will commence upon the Task Order Award.
- 4.2 Evaluation Criteria: The Fee Determining Official approves all changes to the existing Evaluation Criteria. The Contracting Officer modifies the contract to reflect such changes. If the Contracting Officer does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, the same criteria listed for the preceding period will apply in the subsequent award fee evaluation period. The Government may unilaterally change the following:

- 1) Contract Performance Elements and/or Mission Success Elements

- 2) Evaluation criteria/factors under the Contract Performance Elements and/or Mission Success Elements
- 3) The relative importance of the Contract Performance Elements and Mission Success Elements, including the percentage weightings and associated award fee dollars

4.3 End-of-Period Evaluations. Performance monitors submit their evaluation reports to the Award Fee Review Board seven (7) business days after the end of the evaluation period. The Award Fee Review Board prepares its evaluation report and recommendation of earned award fee. The Award Fee Review Board Chair provides the evaluation report and recommendation to the Award Fee Advisory Board and Fee Determining Official. The Fee Determining Official determines the overall rating and earned award fee amount for the evaluation period. This decision as to the amount of fee earned shall be unilateral and final, subject to the "Disputes" clause of the contract. The Fee Determining Official letter informs the contractor of the earned award fee amount. The Contracting Officer issues a contract modification within three (3) business days after the Fee Determining Official's decision authorizing payment of the earned-award fee amount.

4.4 Contractor's Participation: The contractor shall have one senior, non-voting member that will participate in Award Fee Review Board deliberations.

4.5 The Deputy for Acquisition (MDA/DA) will appoint Award Fee Review Board members.

5.0 CONTRACT TERMINATION

In the event the Government cancels any portion of a Task Order pursuant to the "Termination" provisions of the task order, the Fee Determining Official determines the award fee based on the contractor's progress.

6.0 BASE FEE

The base fee for this effort is zero (0). In the event that Raytheon Missile Systems does not perform in accordance with the performance objectives, the Fee Determining Official has the discretion to award zero (0) award fee.

7.0 ROLLOVER

Rollover is not automatic and will be permitted only at the discretion of the Fee Determining Official

8.0 EVALUATION CRITERIA

8.1 Award Fee Elements and Weights:

The task order annexes specify the percentage weighting of the Award Fee Elements.

Award Fee Criteria	Percentage Weighting
Contract Performance Element (CPE):	
Cost Management	Task Order Specific
Program/Technical Management	Task Order Specific
Key Performance Event (KPE)	Task Order Specific
Mission Success Element (MSE)	Task Order Specific
Total	100%

8.2 Descriptions of the Award Fee Elements: The Contracting Officer will provide the contractor notice in writing of any change to the evaluation criteria within the award fee elements, as well as any specific areas of emphasis and performance expectations prior to the start of an evaluation period. The following paragraphs provide an overview of the award fee elements applied in the task order annexes.

8.2.1 Contract Performance Element: Contract Performance Elements assess contractor performance in two areas: Program/Technical Management and Cost Management. MDA emphasizes a proactive approach to cost and program management focused on early planning, monitoring, and prompt Government notification as described below.

8.2.1.1 Program Management: This area evaluates the contractor's ability to manage task order activities. The contractor shall:

- 1) Implement program plans that follow Agency System Engineering processes
- 2) Define team responsibilities and relationships including teaming and management of key suppliers
- 3) Establish methodologies for identifying cost, schedule, performance and risk management issues and tradeoffs
- 4) Manage suppliers to meet cost, schedule, and performance objectives
- 5) Complete, in a timely manner, initial and periodic Integrated Baseline Reviews

- 6) Execute program via integrated plans, schedule, and activities with flow-down throughout the organization including suppliers
- 7) Track schedule milestone and ensure projections are accurate and prevent program impact
- 8) Develop working relationships with external organizations
- 9) Respond to Government changes in direction and requests for information in a timely manner

8.2.1.2 Cost Management: This area evaluates the contractor's performance in the area of cost management, control, and reporting. The Government program office emphasizes a proactive approach to cost management centered on early planning, notification, and mitigation. The contractor earns 50% of this element's award fee by performing within established yearly and total cost controls for each task order and up to 50% through the evaluation of their performance in:

- 1) Developing and validating realistic task order baselines within 60 days of award
- 2) Developing timely and accurate EVMS cost data reporting with complete and traceable cost data within and between reports
- 3) Developing realistic, current, and adequate cost estimates, proposals, Bases of Estimates (BOE), and Bills of Materials (BOM)
- 4) Providing proactive notice of possible sources of cost growth, program impacts, and plans of action to implement mitigation solutions

8.2.2 Key Performance Event: The annexes for each Task Order specify Key Performance Events including success criteria, completion date, and the associated fee. When a Key Performance Event occurs during an award fee period, the Fee Determining Official determines the amount of fee earned for the event, and notifies the contractor in the evaluation for that award fee period. The Government will evaluate the contractor's performance on:

- 1) Successfully satisfying entrance and exit criteria (when applicable) and the timely execution of Key Performance Events within the award fee period as specified in the task order annexes
- 2) Successfully satisfying Key Performance Event award fee criteria defined in the task order annexes

8.2.3 Mission Success Elements: Timely and effective accomplishment of Mission Success Elements is critical to the overall success of the MKV mission and the successful integration of the Elements into the Ballistic Missile Defense System. The task order annexes include Task Order-

specific Mission Success Elements. The various Mission Success Elements the Government considers for all task orders include:

- 1) Implementing Mission Assurance processes and Mission Assurance Plan Matrix compliance
- 2) Developing simulations that support Government users in all venues
- 3) Executing Requirements/Design Reviews and Technical Interchange Meetings on schedule and the timely closure of action items
- 4) Conducting tests that contribute to the maturation of the MKV-R design
- 5) Developing and maintaining test beds to demonstrate MKV-R readiness and validate requirements
- 6) Verifying alignment of supplier processes and products with program objectives and Mission Assurance provisions
- 7) Verifying system, subsystem and component test requirements to ensure mission readiness
- 8) Developing plans, processes and procedures to ensure successful events
- 9) Implementing software development processes in compliance with MDA Software Development and Modeling & Simulation Standards
- 10) Implementing MDA core standards

9.0 AWARD FEE POOL

The task order annexes specify the total award fee pool as a percentage of the total task order cost, the Cost Performance Elements and Mission Success Elements award fee pool for each particular period, and the Key Performance Event award fee pool for each event. The task orders will annotate the computed award fee and express it in dollars at the conclusion of negotiations.

Award Fee available for Key Performance Events: The Government bases the available award fee pool on the contractor's ability to accomplish the award fee criteria for each Key Performance Event by the specified timetable. If the contractor successfully completes a Key Performance Event prior to or on the first date listed in the schedule performance chart, the contractor will earn 100% of the award fee pool allocated to that Key Performance Event. The Government may progressively reduce the available award fee pool for each Key Performance Event in accordance with the tables.

The Government will not apply such sliding-scale reductions to the available award fee pool in a purely mechanical manner, but instead, will subjectively consider all facts and circumstances (to include Government cooperation and interaction) leading up to successful Key Performance Event completion. In

addition, the Government will not penalize the contractor for acts, circumstances, and events that are beyond the reasonable control of the contractor and their subcontractors.

Once the AFRB has determined the final available award fee pool for the Key Performance Event based on the completion date, the Fee Determining Official makes the final determination on the fee earned. While the Award Fee Pool tables reflect the possible award fee the contractor can earn, the presumption is that the Government will determine the actual award amount based on a positive fee scale with a zero-base fee. The available award fee for a period must be earned for performance and results rather than decremented for non-performance.

10.0 RATING SCALE

The following table depicts the percentage range of available award fee at each rating level, and the representative characteristics for each adjectival rating used under this clause.

ADJECTIVE RATING	PERCENTAGE RANGE OF AWARD FEE EARNED	TYPICAL CHARACTERISTICS
Unsatisfactory	0%	Contractor has failed to meet basic (minimum essential) requirements of the contract. In addition, contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective. Overall unsatisfactory performance shall not earn an award fee.
Satisfactory	50% or Less	Contractor has met the basic requirements of the contract. Performance of most contract tasks is adequate with few tangible benefits to the Government due to contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in other areas.
Good	50% - 75%	Contractor has met the basic minimum essential requirements of the contract, and

		has met at least 50% of the planned award criteria. Performance of most contract tasks is better than adequate and provides some tangible benefits to the Government in several significant areas. While the remainder of the contractor's effort generally meets the contract requirements, areas requiring improvement are more than offset by better performance in other areas.
Excellent	75% - 90%	Contractor has met the basic minimum essential requirements of the contract, and has met at least 75% of the planned award criteria. Contractor's performance of most contract tasks is consistently above standard and provides numerous significant tangible and intangible benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). Although some areas may require improvement, these areas are minor and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and contractor takes satisfactory corrective action.
Outstanding	90% - 100%	Contractor has met the basic minimum essential requirements of the contract, and has met at least 90% of the planned award criteria. Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

DD FORM 254

PAGES 158 - 174

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(2)

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Attachment 3

DD254

Contract Security Classification Specification

SUBCONTRACTING PLAN

PAGES 175 - 202

WITHHELD IN TOTAL

FOIA EXEMPTION (b)(4)

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Attachment 4

Small Business Subcontracting Plan

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Attachment 5

Government Furnished Property (GFP) List

HQ0147-09-D-0001

Attachment 5

Approved Government Furnished Property (GFP) List

28 Oct 08

Item	Document Title or Nomenclature	Need Date	Reason for Need	Current Contract Number	Program Owner	MDA/KV POC	Status / Comments
1	Receive Initial Threats and Scenarios (TSD) from DEEZ (for MKV-R Payload SRR)	11/1/08	Initial performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)	(b)(6)	
2	Receive Interim Threats and Scenarios (TSD) from DEEZ (for MKV-R Payload SRR)	1/5/09	Interim Performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)		
3	Receive Final Threats and Scenarios (TSD) from DEEZ (for MKV-R Payload SRR)	3/2/09	Final Performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)		
4	Receive QoS data from MDA/KV (WS Reviews)	11/1/08	Initial performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)		
5	Receive QoS data from MDA/KV (for Interim MKV-R Payload SRR)	1/5/09	Interim Performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)		
6	Receive QoS data from MDA/KV (for Final MKV-R Payload SRR)	60 days prior to MKV-R SRR	Final Performance analysis for MKV-R Payload SRR	N/A	MDA/DE (Barnhart)		
7	Defended Area AGD Update (for WS Reviews)	11/1/08	MKV-R Simulation support	N/A	MDA/DE (Barnhart)		
8	Receive Booster flyout fans from KI	11/1/08	MKV-R Simulation support for performance analysis	HQ0006-04-C-0004	MDA/KI		
9	Receive Booster flyout fans from KI	90 days prior to MKV-R SRR	MKV-R Simulation support for performance analysis	HQ0006-04-C-0004	MDA/KI		
10	Receive Booster flyout fans from GM	11/1/08	MKV-R Simulation support for performance analysis	HQ0006-01-C-0001	MDA/GM		
11	Receive Booster flyout fans from GM	90 days prior to MKV-R SRR	MKV-R Simulation support for performance analysis	HQ0006-01-C-0001	MDA/GM		
12	Receive GMD Environments	11/1/08	Requirements Development	HQ0006-01-C-0001	MDA/GM		
13	Receive GMD Environments	90 days prior to MKV-R SRR	Requirements Development	HQ0006-01-C-0001	MDA/GM		
14	Receive KEI Environments	11/1/08	Requirements Development	HQ0006-04-C-0004	MDA/KI		
15	Receive KEI Environments	90 days prior to MKV-R SRR	Requirements Development	HQ0006-04-C-0004	MDA/KI		
16	Receive MDA MKV Payload Capability Performance Specification	11/1/08	Requirements Development	N/A	MDA/DE		
17	Receive MDA MKV Payload Capability Performance Specification	90 days prior to MKV-R SRR	Requirements Development	N/A	MDA/DE		
18	KEI Booster Mass Constraints, Dynamic Envelopes, Mechanical Interfaces	11/1/2008	Payload Analyses	HQ0006-04-C-0004	MDA/KI		
19	GMD Booster Mass Constraints, Dynamic Envelopes, Mechanical Interfaces	11/1/2008	Payload Analyses	HQ0006-01-C-0001	MDA/GM		
20	EKV Classified Timeline	11/1/2008	Requirements Development	HQ0006-01-C-0001	MDA/GM		
21	GMD Interface Documents/Specifications (ICDs, SW, HW)	11/1/2008	Requirements Development	HQ0006-01-C-0001	MDA/GM		
22	GMD Interface Documents/Specifications (ICDs, SW, HW)	90 days prior to MKV-R SRR	Requirements Development	HQ0006-01-C-0001	MDA/GM		
23	KEI Interface Documents/Specifications (ICDs, SW, HW)	11/1/2008	Requirements Development	HQ0006-04-C-0004	MDA/KI		
24	KEI Interface Documents/Specifications (ICDs, SW, HW)	90 days prior to MKV-R SRR	Requirements Development	HQ0006-04-C-0004	MDA/KI		

HQ0147-09-D-0001

Attachment 5

Approved Government Furnished Property (GFP) List

Asset ID	Top Assy Number	Description	28 Oct 08 Model Number	Serial Number	Manufacturer
G-0R15393	-0403467	TE CABINET 2BAY	2BAY	NONE	CABRAC CO
G-0R15394	-0403467	DIGITAL RECORDER	MET64SCNA	1002107BB03	SYPRIS DATA SYSTEMS
G-0R15395	-0403467	DIGITAL RACKMOUNT	3500109	0001	SILICONRAX-SLIGER INC
G-0R15396	-0403467	VIDEO RACKMOUNT	3500108	001	SILICONRAX-SLIGER INC
G-0R15397	-0403467	DATA PROCESSOR	2225	016	ACROAMATICS INC
G-0R17135	-0403459	POWER SUPPLY	SU1400RM2U	AS0246211192	AMERICAN POWER CONVERSION
G-0R17146	-0403459	PRINTER	C7044A	CNC4071097	HEWLETT PACKARD
G-0R17151	-0403459	VXI CHASSIS	CT100B		4EICA
G-0R17153	-0403459	TEMP CONTROLLER	332S	NONE	LAKE SHORE CRYO
G-0R17167	-0403459	CHASSIS	562-1006-F00-00	V04X504A7	NATIONAL INSTRUMENTS CORP
G-0R17169	-0403459	POWER SUPPLY	XFR100-28	E00083262	XANTREX
G-0R17170	-0403459	POWER SUPPLY	XFR40-30	E00083168	XANTREX
G-0R17171	-0403459	POWER SUPPLY	XFR40-30	E00083169	XANTREX
G-0R17174	-0403459	POWER SUPPLY MAINFRAME	66000A	MY40001988	AGILENT TECHNOLOGIES
G-0R17175	-0403459	POWER MODULE	66101A	MY40002442	AGILENT TECHNOLOGIES
G-0R17176	-0403459	POWER MODULE	66101A	MY40002073	AGILENT TECHNOLOGIES
G-0R17177	-0403459	MODULE	66102A	MY4003812	AGILENT TECHNOLOGIES
G-0R17178	-0403459	MODULE	66102A	MY40003816	AGILENT TECHNOLOGIES
G-0R17179	-0403459	POWER MODULE	66103A	MY40002744	AGILENT TECHNOLOGIES
G-0R17180	-0403459	POWER MODULE	66103A	MY40002739	AGILENT TECHNOLOGIES
G-0R17181	-0403459	POWER SUPPLY MODULE	66104A	MY40001609	AGILENT TECHNOLOGIES
G-0R17182	-0403459	POWER SUPPLY MODULE	66104A	MY40001608	AGILENT TECHNOLOGIES
G-0R17211	-0403459	CABINET 2 BAY	CSP-1374-63-1437A	NONE	CABRAC CO
G-0R17216	-0403459	MAINFRAME VXI13 SLOT	E8404A	MY41000509	AGILENT TECHNOLOGIES
G-0R17221	-0403459	COMPUTER CPU MICRO/PERSL	SIP-SPR-1009D	03103	SYSTEMS INTEGRATION PLUS
G-0R17680	-0403459	POWER SUPPLY	XFR40-30	E00087079A	XANTREX
G-0R18394	-0403459	POWER SUPPLY	XFR100-28	E00088452	XANTREX

Part Number	Serial #	Description	Qty
2259017-1	1	KVCC SELF TEST BOX	1
2259370-1	2	KV Simulator Assy	1
2259390	n/a	LAUNCH CRADLE CONTROL UNIT	1
D2222660-1	2	EKV Universal Breakout Box	1
D2222660-1	1	EKV Universal Breakout Box	1
D2222660-1	2	EKV Universal Breakout Box	1
D2222660-1	none	EKV Universal Breakout Box	3

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MULTIPLE KILL VEHICLE (MKV)
PAYLOAD SYSTEM DEVELOPMENT
AWARD FEE PLAN
With
ANNEXES for Task Orders 0001 & 0002

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1.0 INTRODUCTION

The Missile Defense Agency wants to acquire Multiple Kill Vehicle payload systems as an integral part of the Ballistic Missile Defense System. The Agency intends to use an evolutionary, spiral approach to achieve increasingly greater and more robust capability over time against ballistic missiles in the ascent, mid-course and exo-atmospheric terminal phases of flight. The plan is first to demonstrate a multiple kill vehicle against ballistic missiles in the ascent and midcourse phases of flight from missile defense booster components. The goal is to fly in the Test bed during Block 12 (January 1, 2012 – December 31, 2013)/Block 14 (January 1, 2014 – December 31, 2015).

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 - 2) Evaluation criteria/factors under the Contract Performance Elements and/or Mission Success Elements

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- 3) The relative importance of the Contract Performance Elements and Mission Success Elements, including the percentage weightings and associated award fee dollars

4.3 End-of-Period Evaluations. Performance monitors submit their evaluation reports to the Award Fee Review Board seven (7) business days after the end of the evaluation period. The Award Fee Review Board prepares its evaluation report and recommendation of earned award fee. The Award Fee Review Board Chairman provides the evaluation report and recommendation to the Award Fee Advisory Board and Fee Determining Official. The Fee Determining Official determines the overall grade and earned award fee amount for the evaluation period. This decision as to the amount of fee earned shall be unilateral and final, subject to the "Disputes" clause of the contract. The Fee Determining Official letter informs the contractor of the earned award fee amount. The Contracting Officer issues a contract modification within three (3) business days after the Fee Determining Official's decision authorizing payment of the earned-award fee amount.

4.4 Contractor's Participation: The contractor shall have one senior, non-voting member that will participate in Award Fee Review Board deliberations.

4.5 The Deputy for Acquisition (MDA/DA) will appoint Award Fee Review Board members.

5.0 CONTRACT TERMINATION

In the event the Government cancels any portion of a Task Order pursuant to the "Termination" provisions of the task order, the Fee Determining Official determines the award fee based on the contractor's progress.

6.0 BASE FEE

The base fee for this effort is zero (0). In the event that Raytheon Missile Systems does not perform in accordance with the performance objectives, the Fee Determining Official has the discretion to award zero (0) award fee.

7.0 ROLLOVER

Rollover is not automatic and will be permitted only at the discretion of the Fee Determining Official

8.0 EVALUATION CRITERIA

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8.1 Award Fee Elements and Weights:

The task order annexes specify the percentage weighting of the Award Fee Elements.

Award Fee Criteria	Percentage Weighting
Contract Performance Element (CPE):	
Cost Management	Task Order Specific
Program/Technical Management	Task Order Specific
Key Performance Event (KPE)	Task Order Specific
Mission Success Element (MSE)	Task Order Specific
Total	100%

8.2 Descriptions of the Award Fee Elements: The Contracting Officer will provide the contractor notice in writing of any change to the evaluation criteria within the award fee elements, as well as any specific areas of emphasis and performance expectations prior to the start of an evaluation period. The following paragraphs provide an overview of the award fee elements applied in the task order annexes.

8.2.1 Contract Performance Element: Contract Performance Elements assess contractor performance in two areas: Program/Technical Management and Cost Management. MDA emphasizes a proactive approach to cost and program management focused on early planning, monitoring, and prompt Government notification as described below.

8.2.1.1 Program Management: This area evaluates the contractor's ability to manage task order activities. The contractor shall:

- 1) Implement program plans that follow Agency System Engineering processes
- 2) Define team responsibilities and relationships including teaming and management of key suppliers
- 3) Establish methodologies for identifying cost, schedule, performance and risk management issues and tradeoffs
- 4) Manage suppliers to meet cost, schedule, and performance objectives
- 5) Complete, in a timely manner, initial and periodic Integrated Baseline Reviews
- 6) Execute program via integrated plans, schedule, and activities with flow-down throughout the organization including suppliers

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- 7) Track schedule milestone and ensure projections are accurate and prevent program impact
- 8) Develop working relationships with external organizations
- 9) Respond to Government changes in direction and requests for information in a timely manner

8.2.1.2 Cost Management: This area evaluates the contractor's performance in the area of cost management, control, and reporting. The Government program office emphasizes a proactive approach to cost management centered on early planning, notification, and mitigation. The contractor earns 50% of this element's award fee by performing within established yearly and total cost controls for each task order and up to 50% through the evaluation of their performance in:

- 1) Developing and validating realistic task order baselines within 60 days of award
- 2) Developing timely and accurate EVMS cost data reporting with complete and traceable cost data within and between reports
- 3) Developing realistic, current, and adequate cost estimates, proposals and Basis of Estimates
- 4) Providing proactive notice of possible sources of cost growth, program impacts, and plans of action to implement mitigation solutions

8.2.2 Key Performance Event: The annexes for each Task Order specify Key Performance Events including success criteria, completion date, and the associated fee. When a Key Performance Event occurs during an award fee period, the Fee Determining Official determines the amount of fee earned for the event, and notifies the contractor in the evaluation for that award fee period. The Government will evaluate the contractor's performance on:

- 1) Successfully satisfying entrance and exit criteria (when applicable) and the timely execution of Key Performance Events within the award fee period as specified in the task order annexes
- 2) Successfully satisfying Key Performance Event award fee criteria defined in the task order annexes

8.2.3 Mission Success Elements: Timely and effective accomplishment of Mission Success Elements is critical to the overall success of the MKV mission and the successful integration of the Elements into the Ballistic Missile Defense System. The task order annexes include Task Order-specific Mission Success Elements. The various Mission Success Elements the Government may consider for all task orders include:

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- 1) Implementing Mission Assurance processes and Mission Assurance Plan Matrix compliance
- 2) Developing simulations that support Government users in all venues
- 3) Executing Requirements/Design Reviews and Technical Interchange Meetings on schedule and the timely closure of action items
- 4) Conducting tests that contribute to the maturation of the MKV design
- 5) Developing and maintaining testbeds to demonstrate MKV readiness and validate requirements
- 6) Verifying that supplier processes and products are aligned with program objectives and Mission Assurance provisions
- 7) Verifying system, subsystem and component test requirements to ensure mission preparedness
- 8) Developing plans, processes and procedures to ensure successful events
- 9) Implementing software development processes in compliance with MDA Software Development and Modeling & Simulation Standards
- 10) Implementing MDA core standards

9.0 AWARD FEE POOL

The task order annexes specify the total award fee pool as a percentage of the total task order cost, the Cost Performance Elements and Mission Success Elements award fee pool for each particular period, and the Key Performance Event award fee pool for each event. The task orders will annotate the computed award fee and express it in dollars at the conclusion of negotiations.

Award Fee available for Key Performance Events: The available award fee pool is based on the contractor's ability to accomplish the award fee criteria for each Key Performance Event by the specified timetable. If the contractor successfully completes a Key Performance Event prior to or on the first date listed in the schedule performance chart, 100% of the award fee pool allocated to that Key Performance Event will be earned. The Government may progressively reduce the available award fee pool for each Key Performance Event in accordance with the tables.

The Government will not apply such sliding-scale reductions to the available award fee pool in a purely mechanical manner, but instead, will subjectively consider all facts and circumstances (to include Government cooperation and interaction) leading up to successful Key Performance Event completion. In addition, the Government will not penalize the contractor for acts, circumstances and events that are beyond the reasonable control of the contractor and their subcontractors.

Once the AFRB has determined the final available award fee pool for the Key Performance Event based on the completion date, the Fee Determining Official makes the

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final determination on the fee earned. While the Award Fee Pool tables reflect the possible award fee the contractor can earn, the presumption is that the Government will determine the actual award amount based on a positive fee scale with a zero-base fee. The available award fee for a period must be earned for performance and results rather than decremented for non-performance.

10.0 RATING SCALE

The following table depicts the percentage range of available award fee at each rating level, and the representative characteristics for each adjectival rating used under this clause.

ADJECTIVE RATING	PERCENTAGE RANGE OF AWARD FEE EARNED	TYPICAL CHARACTERISTICS
Unsatisfactory	0%	Contractor has failed to meet basic (minimum essential) requirements of the contract. In addition, contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective. Overall unsatisfactory performance shall not earn an award fee.
Satisfactory	50% or Less	Contractor has met the basic requirements of the contract. Performance of most contract tasks is adequate with few tangible benefits to the Government due to contractor's effort or initiative. Although there are areas of good or better performance, these are more or less offset by lower-rated performance in other areas.
Good	50% - 75%	Contractor has met the basic minimum essential requirements of the contract, and has met at least 50% of the planned award criteria. Performance of most contract tasks is better than adequate and provides some tangible benefits to the Government in several significant areas. While the remainder of the contractor's effort generally meets the contract requirements, areas requiring improvement are more than offset by better performance in other areas.
Excellent	75% - 90%	Contractor has met the basic minimum essential requirements of the contract, and has met at least 75% of the planned award criteria. Contractor's performance of most contract tasks is consistently above standard and provides numerous significant tangible and intangible

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		benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). Although some areas may require improvement, these areas are minor and are more than offset by better performance in other areas. Few, if any, recurring problems have been noted, and contractor takes satisfactory corrective action.
Outstanding	90% - 100%	Contractor has met the basic minimum essential requirements of the contract, and has met at least 90% of the planned award criteria. Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government. The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

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Task Order 0001 Annex

The Missile Defense Agency will acquire Multiple Kill Vehicle payload systems as an integral part of the Ballistic Missile Defense System. The Agency plans to use an evolutionary, spiral approach to achieve increasingly greater and more robust capability over time against ballistic missiles in the ascent, mid-course and exo-atmospheric terminal phases of flight. The plan is first to demonstrate a multiple kill vehicle against ballistic missiles in the ascent and midcourse phases of flight from missile defense booster components. We will mature the capability using a flexible, decision based approach with knowledge points and key component and development test events early in the program. This award fee plan focuses the contractor's efforts for working collaboratively with the Government and Lockheed Martin to develop, integrate, and hover test a pathfinder kill vehicle, proving the benefits of commonality.

ORGANIZATION

The Fee Determining Official is the Director, Missile Defense Agency. He establishes an Award Fee Review Board consisting of the following members:

Co-Chairman	KV Program Director
Co-Chairman	MDA Deputy for Test, Integration, and Fielding
Voting Member	MDA Deputy for Agency Operations
Voting Member	MDA Deputy for Acquisition
Voting Member	MDA Deputy for Engineering
Voting Member	KV Integration and Test Director
Voting Member	KV Business Operations Director
Voting Member	KV Systems Engineering Director
Voting Member	KV Acquisition Management Director
Advisor (non-voting)	KV Component Development and Test Lead
Advisor (non-voting)	KV Contracting Officer
Advisor (non-voting)	MDA General Counsel

AWARD FEE ELEMENTS AND WEIGHTS:

Award Fee Criteria	Percentage Weighting
Cost Management	20%
Program/Technical Management	20%
Key Performance Event (KPE)	30%
Mission Success Element (MSE)	30%

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Total	100%
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AWARD FEE POOL

The total award fee pool is 15% of the negotiated cost of Task Order 0001.

The following table specifies the Contract Performance Element and Mission Success Element Award Fee Pool percentages specified for each particular period. The task orders will annotate the computed award fee and expressed in dollars at the conclusion of negotiations.

Award Fee Period	Time Frame	Cost, Program and MSE Award Fee Pool	Absolute Percentage
1	Contract Award – 28 Feb 2009	20%	14%
2	1 Mar 2009 – 28 Feb 2010	40%	28%
3	1 Mar 2010 – 31 Mar 2011	40%	28%
Total		100%	70%

The following table specifies the Key Performance Event Award Fee Pool percentages.

Event	Description	KPE Award Fee Pool Percentage	Absolute Percentage
Key Performance Event I	Pathfinder KV Hover Test	100%	30%
Total		100%	30%

KEY PERFORMANCE EVENTS: The Government will assess the contractor's performance of the following Key Performance Event:

Key Performance Event I: Commonality Pathfinder Kill Vehicle Hover Test

Completion Date	Available Award Fee Pool
by 31 December 2010	100%
by 15 January 2011	80%
by 31 January 2011	60%
by 15 February 2011	40%
by 28 February 2011	20%
by 15 March 2011 or later	10%

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Conduct a Pathfinder Kill Vehicle Hover Test at the National Hover Test Facility. The Government will evaluate the contractor based on the following award fee criteria:

1. Execute full Kill Vehicle Hover Test flight profile within tolerances
2. Validate system models with pre-hover test data
3. No unacceptable system anomalies or failures
4. Meet all primary test objectives and 80% of secondary test objectives
5. Collect data demonstrating 95% of system pressures and temperature within predicted tolerances during nominal flight profile
6. Collect data demonstrating 90% of additional test data within predicted tolerances during nominal flight profile
7. Complete a Post-Test Summary Report covering:
 - a. Test execution
 - b. Hardware performance
 - c. Comparisons of actual to predicted behavior
 - d. Post-test hardware condition assessment
 - e. Discussion of preparation and execution lessons learned

MISSION SUCCESS ELEMENTS: The Government will evaluate the contractor's performance of the following Mission Success Events:

- 1) **Commonality Architecture.** The Government will evaluate the contractor based on the following award fee criteria:
 1. Deliver completed joint unrestricted supplier qualification requirements for common components
 2. Complete a joint Configuration Management process for common items with Raytheon and MDA/KV
 3. Deliver the common KV architecture, including interface requirements, commonality standards, and common component requirements
- 2) **Conduct a Pathfinder Kill Vehicle System Requirements Review.** The Government will evaluate the contractor based on the following award fee criteria:
 - a. Define Pathfinder Kill Vehicle external interfaces to the Hover Test Bed
 - b. Deliver and use non-realtime flexible concept simulation to provide SRR analysis data
 - c. Complete key trade studies and analyses to derive Kill Vehicle requirements and establish Kill Vehicle architecture
 - d. Develop Pathfinder Kill Vehicle system operational concept
 - e. Assess Pathfinder Kill Vehicle system performance via verified simulation
 - f. Release and configuration control the System Engineering Management Plan
 - g. Release and configuration control the Simulation/Software Development Plan

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- h. Updated Risk Mitigation matrix with all technical and schedule risks identified and documented with individual mitigation plans
 - i. Complete System and component level design implementation trade studies
 - j. Complete fully linked IMP/IMS, to include major subassemblies and NHTF
 - k. Deliver a verified Kill Vehicle model to conduct hover test system level trade studies
 - l. Develop initial hover test flight profile with no TBDs
 - m. Establish Kill Vehicle draft specifications with zero TBDs on key performance requirements
 - n. Complete initial Risk Mitigation Matrix and individual mitigation plans for all red and yellow risks
 - o. Establish payload internal interface draft specifications with less than 10% of key Commonality Architecture interface values TBR
- 3) Conduct a Pathfinder Kill Vehicle Critical Design Review. The Government will evaluate the contractor based on the following award fee criteria:
- a. Complete a Pathfinder Kill Vehicle integration plan and integrated range test schedule
 - b. Demonstrate completed structural, thermal, and performance prediction models using open architecture and model-based code generation practices (at least 90% Simulink)
 - c. Complete closure of all action items from the Preliminary Design Review
 - d. Allocate requirements changes since PDR down to affected components
 - e. Deliver software for testing for defined hover operation
 - f. Develop detailed electrical, mechanical, functional schematics and 90% of drawings for both test hardware and STE
 - g. Demonstrate completed environments analysis including: self-induced dynamic, random vibration, shock, rough combustion response
 - h. Establish Pathfinder Kill Vehicle Packaging, Handling & Transportation requirements, including design and analysis of the shipping container
 - i. Deliver a DACS static hot fire post-test analysis
 - j. Complete closure of all action items from the Critical Design Review
 - k. Provide Program Introduction Document, Facility Requirements Document, and Pressurant and Fueling Requirements Document to NHTF for hover test
 - l. System, subsystem, and component specifications under configuration management with no TBDs/TBRs or redlines
 - m. Complete system, subsystem, and component drawings under configuration management
 - n. Mechanical and electrical interfaces defined and 95% of drawings released, with less than 10% of values redlined on remainder
 - o. Deliver the FMECA Final Report and the associated risk mitigation tasks

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- p. Complete all key analyses with performance and margin of safety results, key assumptions, confidence levels, and demonstrate results meet requirements:
 - a. Thermo-mechanical stress
 - b. Dynamics
 - c. Thermal
 - d. Fluid dynamics (water hammer)

- 3) Commonality Pathfinder Kill Vehicle Hover Test Mission Assurance
 - a. Deliver final Pathfinder Kill Vehicle integration plan and integrated range test schedule
 - b. Assess the accuracy of the pre-event model predictions, update the component designs, and/or refine the modeling capability as part of a formal verification and validation process
 - c. Complete a Test Readiness Review including a peer review of pre-test behavior prediction
 - d. Deliver Final Report on Commonality accomplishments and lessons learned

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Task Order 0002 Annex

Task Order 0002 defines a portion of the systems engineering and program planning effort necessary for developing and testing the Multiple Kill Vehicle payload system in the Ballistic Missile Defense System. Accordingly, we developed this award fee plan to focus the contractor's efforts on collaboratively defining the payload system characteristics within the context of the Ballistic Missile Defense System and developing a comprehensive plan to achieve our goal.

ORGANIZATION

The Fee Determining Official is the Director, Missile Defense Agency. He establishes an Award Fee Review Board consisting of the following members:

Co-Chairman	KV Program Director
Co-Chairman	MDA Deputy for Engineering
Voting Member	MDA Deputy for Agency Operations
Voting Member	MDA Deputy for Acquisition
Voting Member	KV Integration and Test Director
Voting Member	KV Business Operations Director
Voting Member	KV Systems Engineering Director
Voting Member	KV Acquisition Management Director
Advisor (non-voting)	KV Contracting Officer
Advisor (non-voting)	MDA General Counsel

AWARD FEE ELEMENTS AND WEIGHTS:

Award Fee Criteria	Percentage Weighting
Contract Performance Element (CPE):	
Cost Management	25%
Program/Technical Management	25%
Key Performance Event (KPE)	0%
Mission Success Element (MSE)	50%
Total	100%

AWARD FEE POOL

The total award fee pool is 15% of the negotiated cost of Task Order 0002.

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The following table specifies the Contract Performance Elements and Mission Success Elements Award Fee Pool percentages specified for each particular period. The task orders will annotate the computed award fee pool in dollars at the conclusion of negotiations.

Award Fee Period	Time Frame	Cost, Program and MSE Award Fee Pool	Absolute Percentage
1	Contract Award – 30 Jun 2009	100%	100%
Total		100%	100%

KEY PERFORMANCE ELEMENTS: Without delivery of an end-to-end simulation, there will be no KPEs on this task order.

MISSION SUCCESS ELEMENTS: The Government will emphasize and evaluate the contractor's performance of the following Mission Success Elements:

Path to System Requirements Review

- 1) Define payload external interfaces to GMD/KEI/Aegis-BMD & BMDS
- 2) Complete trade studies and analyses to derive payload performance, external interface, and design & construction requirements
- 3) Deliver and use non-realtime flexible concept simulation to provide SRR analysis data
- 4) Complete key trade studies and analyses to derive Carrier Vehicle and Kill Vehicle requirements and establish Carrier Vehicle and Kill Vehicle architecture feasibility
- 5) Review and analyze Ballistic Missile Defense System capabilities/needs and priorities
- 6) Develop MKV Payload system operational concept
- 7) Complete weapon system performance requirements allocated to MKV Payload, MKV Payload Mission Analysis
- 8) Complete system cost effectiveness analysis
- 9) Assess MKV system performance via verified simulation for Aegis-BMD, KEI, and GMD
- 10) Develop MKV System Specification, and MKV Payload Specification with KEI, GMD, and Aegis-BMD specification sheets
- 11) Develop Payload External I/F Specifications with KEI, GMD, Aegis-BMD, and C2BMC
- 12) Establish Carrier Vehicle and Kill Vehicle draft specifications with key performance requirements

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- 13) Establish payload internal interface draft specifications with key interface requirements
- 14) Define requirements to proceed to Preliminary Design Review
- 15) Complete Preliminary Design Review and Knowledge Point plans

Complete System Requirements Review based on Task Order 0002 Statement of Work and the following System Requirements Review Award Fee Criteria:

- 1) Baseline and control configuration of MKV Payload Requirements
 - a) MKV Payload Functional and Physical Architecture
 - b) MKV Specifications
- 2) Release and control configuration of the following Technical Program Plans.
 - a) Program Management Plan
 - b) System Engineering Management Plan
 - c) Parts and Materials Management Plan
 - d) Master Test Plan
 - e) Simulation Development Plan
 - f) Software Development Plan
 - g) Manufacturing Plan
- 3) Assess Risks and Develop Mitigation Plans
- 4) Identify Production Cost Targets
- 5) Update Development and Test Cost Estimates
- 6) Complete Program Integrated Master Plan /Integrated Master Schedule through Development and Test

Simulation Development:

- 1) Collaborate on development and verification of OASIS framework and models with the OASIS developer
- 2) Include model-based software development approach
- 3) Develop and use model-based software development processes
- 4) Develop the following documents :
 - a) MKV End-to-end Simulation Software Requirements Specification
 - b) Carrier Vehicle Simulation Design Document
 - c) Carrier Vehicle Simulation Requirements Document
 - d) Carrier Vehicle Test Plan
 - e) Carrier Vehicle Verification Report
 - f) Kill Vehicle Simulation Design Document
 - g) Kill Vehicle Simulation Requirements Document
 - h) Kill Vehicle Test Plan
 - i) Kill Vehicle Verification Report
 - j) Sensor to Simulation Interface Requirements

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- k) Realtime OASIS to Scene Generator Interface
- l) End-to-End Simulation Interface Design Document
- m) End-to-End Simulation Design Document
- n) End-to-End Verification Test Plan
- o) End-to-End Simulation Test Plan
- p) End-to-End Verification Report
- q) Verification, Validation, and Accreditation Matrix

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			R	1	2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 29-Apr-2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE BLDG 5222 MARTIN RD REDSTONE ARSENAL AL 35898-0001	CODE HQ0147	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85706-9367			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. HQ0147-09-D-0001	
			X	10B. DATED (SEE ITEM 13) 01-Nov-2008	
CODE 15090	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hjcarpen091953 The purpose of this modification is to change the Contract Data Requirements List, and update Section J to reflect the new Contract Data Requirements List and addition of the Security Classification Guide.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ELIZABETH H. MOULDER / CONTRACTING OFFICER TEL: 256-450-1014 EMAIL: Elizabeth.Moulder@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Elizabeth H. Moulder</i> (Signature of Contracting Officer)		16C. DATE SIGNED 14-May-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS AND EXHIBITS
Table of Contents -- Attachments/Exhibits

Attachment/ Exhibit	Title	# Pages	Date
Attachment 1	Statement of Objectives, "Multiple Kill Vehicle" (MKV) Payload Systems Development	2	14 Mar 08
Attachment 2	Multiple Kill Vehicle (MKV-R) Payload System Development Overarching Award Fee Plan	10	TBD
Attachment 3	DD254 - Contract Security Classification Specification	16	05 Dec 08
Attachment 4	Raytheon Small Business Subcontracting Plan	27	29 Sep 08
Attachment 5	MKV Government Furnished Property (GFP) List	2	28 Oct 08
Attachment 6	List of Technical Data and Computer Software) to be delivered with other than unlimited rights, license.	TBD	TBD
Attachment 7	Department of Defense, Missile Defense Agency, Multiple Kill Vehicles (MKV) Security Classification Guide , incorporated herein by reference. Upon request, the Contracting will provide.	90	05 Dec 08
Attachment 8	Department of Defense, Missile Defense Agency, Multiple Kill Vehicle (MKV) Security Classification Guide, incorporated herein by reference.	TBD	TBD
Attachment 9	MKV MAP requirements Applicability Matrix Overall contract implementation of MDA Mission Assurance Provisions (MAP). See Tailored matrix for each task order.	TBD	TBD
Exhibit A	DD1423 - Contract Data Requirements List (CDRL)	43	28 Apr 09

(End of Summary of Changes)