

MISSILE DEFENSE AGENCY

SM-3 MANUFACTURING STATEMENT OF WORK

HQ0276-13-C-0001 P00033 ATTACHMENT 3 November 26, 2014

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I. INTRODUCTION

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

The Contractor is the Manufacturer of multiple configurations of the SM-3 missile and in that capacity shall deliver missiles to the customer. The following definitions apply:

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

II. SCOPE

This Statement of Work (SOW) provides task descriptions associated with the manufacture, assembly, test, and delivery of SM-3 BLK IB Guided Missile Rounds using the Government Furnished Property (GFP) specified in Attachment 6. Missile performance shall meet requirements of the Performance Specification, Item Specification for the Aegis BMD SM-3 Top Level Requirements (TLR) (Component Capability Specification), WS33744 for BLK IA and WS35176 for BLK IB. The Contractor is not authorized to use Class I Ozone Depleting Substances during the execution of this contract. In addition, the Contractor shall provide the engineering manufacturing support required in the recertification, surveillance and obsolescence monitoring of GFP.

CLIN 0001 - The Contractor shall procure the material and long lead items required to	complete
fabrication, test and delivery of up to $(b)(5)$ AURs in accordance with this S	tatement
of Work and delivery quantities as described in Attachment 5. Additionally, as part of	the
Government's Manufacturing Surveillance, an added quantity o(b)(5) of the I	Divert and
Attitude Control System (DACS) and Third Stage Rocket Motors (TSRM) shall be del	ivered.

Manufacturing Surveillance Units	QTY.E
Divert and Attitude Control System](b)
(DACS)	(5)
Third Stage Rocket Motor (TSRM)	
	l l

Additionally, the Contractor shall fabricate, test and deliver up to (b)(5) AURs from the material procured. This task shall be completed using, but not limited to, the GFP specified in Attachment 6. Additionally, the Contractor shall fabricate each SM-3 Blk IB AUR that will be used for flight testing with a Flight Termination System (FTS). The non-flight test AURs will be "Tactical" AURs. Delivery will be in accordance with Attachment 5.

CLIN 0002 – (RESERVED)

CLIN 0003 (RESERVED)

CLIN 0004

The Contractor shall support SM-3 Aegis BMD production programs by providing support for the design and manufacture of SM-3 Missiles, as required. The scope of Production Support and

Engineering provides engineering manufacturing support, analysis and trade studies in support of SM-3 Block IA re-certification and Block IB manufacture.

CLIN 0005

The Contractor shall perform maintenance and support activities associated with the recertification and repair of GFE SM-3 BLK IA AURs/Missiles/Sections and support equipment. The scope of these efforts includes recertification and repair of SM-3 BLK IA AURs, repair of SM-3 BLK IA sections, repair of Test Equipment Repairable Assemblies, supply support, logistics planning, logistics documentation, program management, training, data and database management, engineering support for the AUR scheduled for recertification in CY13

CLIN 0006 (Option)

The Contractor shall perform maintenance and support activities associated with the recertification and repair of GFE SM-3 BLK IA AURs/Missiles/Sections and support equipment. The scope of these efforts includes recertification and repair of SM-3 BLK IA AURs, repair of SM-3 BLK IA sections, repair of Test Equipment Repairable Assemblies, supply support, logistics planning, logistics documentation, program management, training, data and database management, engineering support for the AUR scheduled for recertification in CY14.

CLIN 0007 (Option)

The Contractor shall perform maintenance and support activities associated with the recertification and repair of GFE SM-3 BLK IA AURs/Missiles/Sections and support equipment. The scope of these efforts includes recertification and repair of SM-3 BLK IA AURs, repair of SM-3 BLK IA sections, repair of Test Equipment Repairable Assemblies, supply support, logistics planning, logistics documentation, program management, training, data and database management, engineering support for the AUR scheduled for recertification in CY15.

CLIN 0008 (Option)

The Contractor shall fabricate, test and deliver (b)(5) SM-3 Block IB Missile Rounds in accordance with this SOW and applicable requirements of this contract. (b)(5) will be identified and configured for use as a flight test round for a live fire event. The Contractor shall use the Government Furnished Equipment/Material (GFE/M) specified in Attachment 5 and deliver quantities as described in Attachment 5.

CLIN 0009

The Contractor shall furnish data for CLINs 0001, 0002, 0004, 0005, 0006, 0007 and 0008. Unless otherwise specified, the Contractor shall schedule the dates of first submission and subsequent revisions of the data in the Integrated Performance Management Report (IPMR) and the Top Level Program Schedule. The Contractor shall maintain the data current with design modifications and changes in program requirements. As specified herein, agreed upon data shall be delivered to the Government's Aegis Ballistic Missile Defense database or to other databases as specified in the Contract Data Requirements List, DD Form 1423, Exhibit A. Revisions to the data shall be submitted electronically and available real-time through a mutually agreed upon method. The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

CLIN 0010 (Option)

The Contractor shall fabricate, test and deliver the surveillance hardware in accordance with this SOW and applicable requirements of this contract.

CLIN 0011 (Option) Additional Quality Assurance and Security Provisions

The Contractor shall provide and maintain a Quality Assurance program that applies quality through design, while promoting continuous process improvement.

The Contractor shall develop and implement a comprehensive security program to include Information Security, Program Protection, and Communications Security (COMSEC) device, keymat, loading device and fill cable protection in accordance with the policies, issuances, and standards listed in Section IV; Applicable Documents.

CLIN 0012 Foreign Military Sales (FMS) Support

The Contractor shall provide FMS SM-3 Blk IA recertification support Japan. All missile recertifications shall be in accordance with an approved Japan Recertification Plan and follow the SM-3 All-Up-Round (AUR) Processing and Recertification Requirements Document, MD 57579, Revision E dated February 2013 as guidance.

CLIN 0013 Material - Foreign Military Sales (FMS) Support

The Contractor shall procure the material items required to complete the FMS SM-3 Blk IA recertification effort.

III. BACKGROUND & ASSUMPTIONS

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

IV. APPLICABLE DOCUMENTS

The following documents shall be utilized:

Military Standards/Specifications and Other Documentation

Document Number	Document Title	Date (See Note)
MDA Directive 3002.03	Ballistic Missile Defense System Test Policy	21 Jun 2010
MDA Instruction 4161.01-INS	Accountability and Reporting of MDA Property	29 Mar 2011
MDA Directive 4161.02	Item Unique Identification	Apr 2010
MDA Directive 4250.02	MDA Directive 4250.02 – MDA Cost Estimates	26 Aug 2006
MDA Directive 5200.01	Security Policy	12 Jun 2012
(b)(5)	•	

(b)(5)		
MDA-QS-001-MAP	MDA Assurance Provisions Revision A, Including Change 1	20 May 2009
MDA-QS-003-PMAP- REVB	MDA Parts Materials and Processes Mission Assurance Plan	02 Mar 2012
MDA Plan 8500.02-P	MDA Information Assurance Program Plan	03 Oct 2007
DoDI S-5230.28	Low Observable and Counter Low Observable	26 May 2005
2008-2 BMDS	Adversary Data Package for BMDS Integrated Build D	12 Jun 2008
2008-2.1 BMDS	Adversary Data Package for BMDS Integrated Build D Addendum 1, European Capability Rev A	12 Jun 2008
MDA/AB, AB-08- Aegis BMD.CMP.001 Rev B	Configuration Management Plan for The Aegis BMD Program PD452	14 May 2008
AB-09-SM-3.MAIP- Rev A	SM-3 Mission Assurance Implementation Plan	14 Jan 2010
AB-10-SM-3-CMP- 001	Configuration Management Plan for the SM-3 Program PD452	10 Aug 2010
AB03927, Rev 5	Aegis Ballistic Missile Defense Risk Management Plan	07 Sep 2012
AB.10,ISSMP,Rev B	Integrated System Safety Management Plan for The Aegis Ballistic Missile Defense Program	Mar 2011
	Ballistic Missile Defense System Integrated Test Plan Version 11.1	23 Feb 2011
	Ballistic Missile Defense System Specification	Jun 2008
QS-05-5000-SOP- 000023-03	MDA Audit Program Standard Operating Procedures	20 Oct 2008
QS-FORM-06	MDA/QS Facility Checklist	30 Oct 2012
MDA PM 50	Purchasing Electronic Parts	27 Jul 2012
MIL-STD-129P(4)	Military Marking for Shipment and Storage	19 Sep 2007
MIL-STD-130N	Identification Marking of U. S. Military Property	17 Dec 2007
MIL-HDBK-454B	General Guidelines for Electronic Equipment	15 Apr 2007
MIL-STD-882E	System Safety	11 May 2012
MIL-STD-1285D	Marking of Electrical and Electronic Parts	07 Sep 2004
MIL-STD-1686C	Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices)	25 Oct 1995
MIL-STD-31000	DoD Standard Practice Technical Data Packages	05 Nov 2009
AN\$I/I\$O/A\$Q(E) Q9001-2008	Quality Management Systems Requirements	15 Nov 2008
ANSI/EIA 748	Earned Value Management Systems	
ASTM D 3951-98	Standard Practice for Commercial Packaging	13 Dec 1998
DoDD 2000.12	DoD Antiterrorism Program	01 Mar 2012
DoDD 3020.40	DOD Policy & Responsibilities for Critical Infrastructure	14 Jan 2010

DoDI 3020.45	Defense Critical Infrastructure Program	•	
DODI SOZOAS	Management		
DoDI 3200.12	DoD Scientific and Technical Inforantion Program	28 Jun 2001	
DoD I 3200.14	Principles and Operational Parameters of the DOD	28 Jun 2001	
ENCORP E COMPONE E V	STIP		
DoDD 3600.3	Technical Assurance Standard for Computer	22 Apr 2010	
	Network Attack (I) Capabilities		
DoDD 4140.1	Supply Chain Material Management Policy	14 Dec 2011	
DoD 4145.26-M	DOD Contractors Safety Manual for Ammunition	Mar 2008	
	and Explosives		
HR 4310	National Defense Authority Act (Section 833)	02 Jan 2013	
	Contracting Responsibilities in Regulations		
	Relating to Detection and Avoidance of Counterfeit		
	Electronic Parts		
DoDD 4500.09E	Transportation and Traffic Management	2007	
DoDD 5000.01	The Defense Acquisition System	20 Nov 2007	
DoD 5000.4-M-1	Cost and Software Data Reporting Manual	18 Apr 2007	
DoD 5000.4-M-2	Interim Software Resources Data Report Manual	20 Feb 2004	
DoDI 5000.02	Operation of the Defense Acquisition System	08 Dec 2008	
DoDD 5000.60	Defense Industrial Capabilities Assessments	09 Jan 12	
DoDI 5000.64	Accountability and Management of DoD	May 2011	
	Equipment and Other Accountable Property		
DoD 5100.76-M	Physical Security of Sensitive Conventional Arms,	12 Aug 2000	
	Ammunition, and Explosives		
DoDI 5105.42	Defense Security Services	31 Mar 2011	
DoDM 5200.01	Acquisition Systems Protection Program Vol 1-4	24 Feb 2012	
DoDD 5200.1-PH	DoD Guide to Marking Classified Documents	Apr 1997	
DoDD C-5200.19	Control of Compromising Emanations	16May 1995	
DoD 5200.08-R	Physical Security Program	27 May 2009	
DoDI 5200.39,	Critical Program Information Protection	28 Dec 2010	
Change 1			
DoDI 5200.44	Protection of Mission Critical Functions to Achieve	12 Nov 2012	
	Trusted Systems and Networks		
DoDM 5200.45	Instructions for Developing Security Classificatin	Nov 1999	
	Guides		
DoDD 5205.02-E	DoD Operations Security Program	20 Jun 2012	
DoDM 5205.02-M	DoD Operations Security Program Manual	23 Nov 2008	
DoDI 5205.13	Defense Industrial Base Cybersecurity/Information	29 Jan 2010	
	Assurance Program Security Classification		
	Activities		
DoDM 5205.13	Defense Industrial Base Cybersecurity/Information	26 Apr 2012	
	Assurance Program Security Classification Manual		
DoDD S-5230.28	Low Observable/Counter Low Observable	26 May 2005	
	Programs		
DoDD 5400.7-R	Freedom of Information Act Program	02 Jan 2008	

DoDD 5400.11-R	DoD Privacy Program	14 May 2007
DoDI 5505.15	DoD Contractor Disclosure Program	08 Aug 2012
DoDD 5210.02	Access to and Dissemination of Restricted Data and Formerly Restricted Data O3 Jun 2011	
DoDD 5210.50	Unauthroized Disclosure of Classified Information to the Public	22 Jul 2005
DoDI 5220.22	National Industrial Security Program	18 Mar 2011
DoDD 5220.22-M	National Industrial Security Program Operation Manuel	Dec 1985
DoDD 5220.22-R	Industrial Security Regulation	28 Feb 2006
DoDD 5230.09	Clearance of DoD Information for Public Release	22 Aug 2008
DoDD 5230.11	Disclosure of Classified Military Information to Foreign Governments	16 Jun 1992
DoDD 5230.24	Distribution Statements on Technical Documents	23 Aug 2012
DoDD 5230.25	Withholding of Unclassified Technical Data from Public Disclosure	18 Aug 1995
DoDI 5230.29	Security and Policy Review of DoD Information for Public Release	08 Jan 2009
DoDD 5400.04	Provision of Information to Congress	17 Mar 2009
DoDD 5400.07	DoD Freedom of Information Act Program	02 Jan 2008 – 02 Jan 2015
DoDD 5400.11	DoD Privacy Program	01 Sep 2011
DoDD 5405.2	Release of Official Information in Litigation and Testimony	21 Nov 2003
DoDD 5530.3	International Agreements	21 Nov 2003
DoDD 8140.aa	Cybersecurity Workforce Management	2012
DoDI 8523.01	Communications Security	22 Apr 2008
DoDD 8500.01E	Information Assurance	23 Apr 2007
DoDI 8500.02	IA Implementation	06 Feb 2003
DoDI 8510.01	DoD IA Certification and Accreditation Process	28 Nov 2007
DoDI 8520.02	Public Key Infrastruction and Public Key Enabling	24 Mar 2011
DoDD 8530.1	Computer Network Defense	2001
DoDM 8530.1M	CMD service Provider Certification and Accreditation Program	17 Dec 2003
DoDI 8530.2	Support to CND	09 Mar 2001
DoDD 8551.01	Ports, Protocols and Services Management	2012
DoDI 8560.01	COMSEC Monitoring and Information Assurance Readiness Testing	09 Oct 2007
DoDI 8570.01	IA Training, Certification and Workforce Management	23 Apr 2007
DoDM 8570.01-M	IA Workforce Improvement Program	24 Jan 2012
	IA in the Defense Acquisition System	09 Jul 2004
DoDI 8580.01	n's in the Detense requisition 5 yacin	

	Control Document	
IEEE/EIA 12207	Information Technology – Software Life Cycle Processes	27 May 1998
MD 56145	Test Equipment Secondary Change Control Board Configuration Management Plan	14 Jul 1995
MD 56658A	Naval Weapons Station and Contractor Support Facility Tracking and Handling Procedures for Standard Missile IOMs, ITMs, and Special Project Hardware	
MD 57104A, Change	Standard Missile Program Quality and Reliability Program Provisions	26 Jun 2000
MD 57579, Rev E	SM-3 All-Up-Round Processing and Recertification Requirements	Feb 2013
MD 31460 Rev 26	SM Round Major Parts Interchangeability & Service Life Data	08 Jun 2011
2265275 Rev B	SM3 Major Parts Interchangeability & Service Life	30 Sep 2011
NAVSEA SO3000- BU-GYD-010	Government Industry Data Exchange Program Requirements Guide	Apr 2008
NAVSEA SG420-AP- MMA-010	Periodic Testing Arrangements For Ordnance Handling Equipment	Various
NAVSEA SW020- AC-SAF-010 Rev 15	Transportation and Storage Data for Ammunition, Explosives and Related Hazardous Materials	01 Mar 2012
NAVSEAINST 5400.52A	Industrial Engineering for Surface Missile and Propulsion Processing Documentation	16 Sep 1986
NAVSEAINST 8020.8B		
NAVSEAINST 8020.9B	Ammunition and Explosives Personnel Qualification and Certification Program	21 May 2001
Special Packaging Instructions (SPI)	Ordnance Requirement, Packing Standard Missile in Shipping and Storage Container	Various
OR-99	Intermediate and Support Maintenance of Weapons Packaging, Handling, Storage and Transportation Equipment	Various
INST-SM3-008	Raytheon Missile Systems SM-3 Critical Handling Process	04 Apr 2006
WS33744	Aegis BMD S004 SM-3 Top Level Requirements	23 Mar 2005
WS35176, Rev D	SM-3 BLK IB Top Level Requirements	23 Apr 2010
AS9100 Rev C	Quality Management Systems – Requirements for Aviation, Space and Defense Organizations	Jan 2009
SP 800-53	Recommended Security Controls for Federal Information Systems	Aug 2009
TIS 10136-2	Technical Instruction for SM-3 AUR Mission Assurance Kit	07 Sep 2007
FIPS 199	Standards for Security Categorization of Federal Inforantion and Inforantion Systems	Feb 2004
FIPS 140-2	Security Requirements for Cryptographic Modules	03 Dec 2002

FIP\$ 200	Minimum Security Requirements for Federal	Mar 2006
	Inforamtion Systems	
CNSSI 1001	National Instruction on Classified Information Spillage	Jun 2006
CNSSI 1253	Security Categorization and Control Selection for National Security Systems Ver 2	15 Mar 2012
CNSSP 1	National Policy for Safeguarding and Control of COMSEC Material	Sep 2004
CNSSP 6	National Policy for C&A of National Security telecom and Informations Systems	Oct 2005
CNSSP 12	National IA Policy for Space Systems Used to Support National Security Missions	20 Mar 2007
CNSSP 14	National Policy Governing Release of IA Products and Services	Nov 2002
CNSSP 15	National Policy on the Use of AES to Prtest National Security Systems	2003
CNSSP 17	National Information Assurance Policy on Wireless Capabilities	May 2010
CNSSP 18	National Policy on Classified Information Spillage	Jun 2006
CNSSP 19	National Policy Governming the Use of HAIPE Products	Feb 2007
CNSSP 21		
Commerce	Export Administration Regulations	10 Dec 2012
MTCR	Missile Technology Control Regime – Equipment, Software and Technology Annex	09 Jan 2008
NACSI 6002	Protection of Government Contracot Telecommunications	04 Jun 1984
NDP I	United States National Disclosure Policy	2001
NSTISSI 1000	National Information Assurance C&A Process	Apr 2000
NTISSP 11	National Information Assurance Acquisition Policy	2001

1.0 SM-3 BLK IB Missiles

The Contractor shall provide management, material, and services to manufacture and deliver, via DD-250, BLK IB SM-3 AURs, as stated herein. The BLK IB AURs shall be delivered as either tactical or flight test configured rounds as specified in Attachment 5.

1.1 Hardware

The Contractor shall procure the materials, as required by BLK IB Production Planning; provide manufacturing engineering support (including facilities, tools/tooling, fabrication and manufacturing equipment) and test engineering; and provide touch labor; to assemble, test and deliver sufficient hardware elements defined under the SM3 BLK IB Production Plan to meet the required quantity of AURs, as described in the following lower tier paragraphs.

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

1.1.1 Hardware Engineering. Not Used.

1.1.2 First Stage

The main element of the First Stage of the BLK IB Missile is the MK72 Booster that includes a Thrust Vector Assembly. The Contractor shall procure sufficient MK72 Boosters to deliver the required quantity of AURs.

1.1.3 Second Stage

The main elements of the Second Stage of the SM-3 BLK IB Missile are the Steering Control Section (SCS), the Dual Thrust Rocket Motor (DTRM), and the Staging Assembly (SA).

1.1.3.1 Steering Control Section

The Contractor shall provide sufficient Steering Control Sections (SCS) to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.3.2 Dual Thrust Rocket Motor

The Contractor shall provide sufficient MK104 DTRM to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.3.3 Staging Assembly

The Contractor shall provide sufficient Staging Assemblies to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.4 Third Stage

The main elements of the Third Stage of the SM-3 BLK IB Missile are the Guidance Section and Third Stage Rocket Motor (TSRM).

1.1.4.1 Guidance Section

The Contractor shall provide sufficient Guidance Sections to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.4.2 Third Stage Rocket Motor

The Contractor shall provide sufficient Third Stage Rocket Motors (TSRM) to deliver the required quantity of AURs as specified in this SOW and Attachment 5. The Contractor shall also procure, test, and deliver TSRM Manufacturing Surveillance Motors (MSMs) to be used for surveillance testing at Contractor provided facility to assess if rocket motor performance meets

the requirements in the Prime Item Development Specification/Critical Item Development Specification (PIDS/CIDS).

1.1.5 Fourth Stage

The main element of the Fourth Stage of the SM-3 BLK IB Missile is the Kinetic Warhead (KW) which includes the following main subassemblies: the KW Kit, Other KW Hardware, and Throttleable Divert Attitude Control System (TDACS). The Contractor shall provide sufficient KW subassemblies to support the required number of BLK IB AURs as specified in this SOW and Attachment 5. The Contractor shall also provide, test, and deliver TDACS MSM s to be used for surveillance testing at Contractor provided facility to assess that performance meets the requirements in the PIDS/CIDS.

1.1.6 Nosecone

The Contractor shall provide sufficient Nosecones for the BLK IB to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.7 Guided Missile Assembly Kit

The Contractor shall provide sufficient BLK IB Guided Missile Assembly Kits to deliver the required quantity of AURs as specified in this SOW and Attachment 5.

1.1.8 All-Up-Round

An SM-3 BLK IB AUR consists of the SM3 BLK IB Guided Missile Assembly in a MK21 MOD2 canister. The Contractor shall assemble, integrate, and test the GMA and Subassemblies and shall encan the SM-3 GMA with the MK21 Mod 2 Canister (provided as GFE). The Contractor shall provide the required quantity of SM-3 BLK IB AURs as defined in Attachment 5 and this SOW. For Final Assembly, the Contractor shall perform or provide the following:

- a. The Contractor shall provide a Missile Log (which consists of the Missile/Propulsion Unit Log (M/PUL) as described by DI-ALSS-81548) with each AUR as it leaves the Production/Processing Facility. The Contractor shall capture, retain and provide test data and as-built versus as-designed configuration data for each AUR to Corona (include POC/address). As-built-configuration data shall include manufacture, manufacture lot number and manufacture date for all service life components listed in MD 31460 service life tables for SM-3 BLK IB. Data collection in Contractor's formatted database is acceptable. Electronic data reporting shall be provided in a mutually agreed upon format and frequency.
- b. AUR Processing: The Contractor shall be responsible for the assembly, test, and inspection of AUR (missile in a MK 21 MOD 2 VLS canister). Final acceptance by the government shall be made via the DD250 form.
- c. Test Equipment (TE): The Vertical Launching System (VLS) Integrity and Canister Functional Test shall be performed using a Combined Missile Test Set (CMTS), MK 680 MOD 2 or Modular Ordnance Test Set (MOTS). In the event the CMTS/MOTS is inoperative, the MK 674 MOD 1 Umbilical Breakout Box (UBOB), MK 21 Continuity

Test Plugs, and an Igniter Circuit Tester shall be used to verify missile-to-canister integrity. In this situation, all test data shall be recorded and retained on site at the Contractor All Up Round Facility (AURF) for inclusion in the Accept Test data set. The Contractor shall maintain the capability to perform special missile-to-canister continuity tests as well as verify continuity of the VLS Canister wiring harness and various canister functions for troubleshooting purposes.

1.2 Integration, Test and Analysis. Not Used.

1.2.1 Test Equipment (TE) Maintenance and Support

The Contractor shall maintain a SM-3 TE Logistics Support Requirements Document to define the requirements for life-cycle support of all SM-3 TE. The document addresses requirements and plans for operation and maintenance of the TE, alignment/calibration, initial and replenishment spares provisioning, technical documentation, technical training, environmental, power and space, data collection and configuration management, and self-certification. The Contractor shall continue the use of the tooling and test equipment program in accordance with TECP-100A tailored procedures. The Contractor shall provide maintenance and repair of Government-Owned TE used to produce the product.

1.3 Production Engineering and Operations Support. Not used.

1.3.1 Explosive Mishap Prevention

The Contractor shall comply with the requirements of, DOD 4145.26-M DOD Contractors Safety Manual for Ammunition and Explosives (A&E) for the safety requirements contained within the contract, and any other safety requirements contained within the contract. The Contractor shall develop and implement a demonstrable safety program, including operational procedures, intended to prevent A&E-related mishaps.

The Contractor shall designate qualified individuals to administer and implement this safety program. The Contractor shall provide information to the administrative contracting officer (ACO) pertaining to subcontractors retained for A&E work. The Contractor shall conduct mishap investigations in accordance with, but not limited to, provisions of DoD 4145.26-M, dated March 2008.

1.3.2 Integrated Logistics Support (ILS)

a. ILS

The Contractor shall establish, implement, and maintain a logistics program of all missile configurations and shall identify new or modified support resources required prior to deployment. The Integrated Logistics Support program shall include the development and maintenance of an Integrated Logistics Support Plan, demilitarization (Demil) plans, STANDARD Missile Major Parts Interchangeability and Service Life Data - MD 31460, MD57579 and other logistics documentation as required. The contractor shall participate in planning activities to establish depot level processes of SM-3 BLK IB configurations. The

Raytheon All-Up-Round Facility shall be responsible to report all AURs to Ordnance Information System (OIS) through standard inventory systems and in accordance with CDRL A009 (ILSP). The Contractor shall coordinate new packaging, handling, storage and transportation (PHS&T) with the Government. The Contractor shall maintain and store SM-3 data and information in a Contractor's formatted database and shall provide database access to the Government. The Contractor shall maintain, track, and update logistics databases as necessary to reflect production changes. The Contractor shall utilize Naval Ammunition Logistics Codes (NALCs), as defined in MD 31460, as necessary in meeting the requirements of this contract.

The Contraquetor shall coordinate with the Government in planning and executing an effective surveillance program.

b. Reliability

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

c. Systems Safety Program

The Contractor shall maintain a safety program in accordance with MIL-STD-882, including specific tasks to meet CDRL A005 requirements, and DOD 4145.26-M – DOD Contractors Safety Manual for Ammunition and any other safety requirements contained within the contract. The SM-3 System Safety Program shall include the development and maintenance of a System Safety Support Plan. The SM-3 System Safety Program shall be established in accordance with the SM-3 Integrated System Safety Program Plan (updated for Block IB with ENB SM3B-02.04.01-RR96846) and shall ensure that safety is integrated throughout all phases of the program. The System Safety Program Plan shall include various analyses as outlined in CDRL A005 (SM3 System Safety Program Documentation). System safety engineers shall initiate reports, identify hazards, and recommend appropriate corrective actions eliminate or control the hazard(s).

Government Owned Containers.

The Contractor shall maintain all empty Government owned containers in accordance with applicable Intermediate and Support Maintenance of Weapons Packaging, Handling, Storage and Transportation Equipment - OR-99 document. The Contractor shall maintain the container inventory. Container dunnage, saddles, straps, etc. shall be stored within the container for re-use. Empty containers shall be reported to Ordnance Information System (OIS) through standard inventory systems. Empty Containers shall be shipped per direction of the Navy Technical Representative.

e. Usage/Maintenance/Test/Certification of Government Furnished Packaging, Handling, Storage and Transportation (PHS&T) Equipment and Ordnance Handling Equipment (OHE).

The Contractor shall be responsible for conducting preventive and corrective maintenance on all OHE equipment used in support of this contract, including the weight testing of this equipment in accordance with NAVSEA SG 420-AP-MMA-010.

- 1. The Contractor shall be responsible for maintenance and repair of OHE and canister PHS&T in accordance with the applicable maintenance document (OR-99). The Contractor shall have the maintenance document approved by the Naval PHST Center, NSWC IHD Det Picatinny Code G11.
- 2. Substitution or modification of OHE or canister PHS&T may be authorized by the Administrative Contracting Officer (ACO) upon technical approval from Naval PHST Center, NSWC IHD Det Picatinny Code G11.

1.3.3 Responsible Engineering Authority (Production)

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

1.3.4 Production Control and Operations Support

1.3.4.1 Production Control

The Contractor shall maintain a Manufacturing Assembly Parts Listing (MAPL), and provide periodically to MDA/AB-QS as requested. The contractor shall also generate purchase requisitions and provide material tracking necessary and sufficient to support the manufacture and delivery of the required BLK IB missiles.

1.3.4.2 Operations Support

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

2.0 Production Support and Engineering (CLIN 0004)

The Contractor shall support SM-3 Aegis BMD production programs by providing support for the manufacture of BLK IA/IB missiles. The Contractor shall be the Responsible Engineering Authority (REA) for the BLK IA/IB design including configuration maintenance. The Contractor shall provide planning, coordination, and oversight of hardware and software activities associated with support of the Aegis BMD SM-3 BLK IA/IB Missile. This support shall include cost account management preparation, maintenance, and reporting as well as technical leadership and support.

2.1 First Stage

The Contractor shall provide support for the maintenance of the MK 72 Rocket Motor (Booster) and Thrust Vector Assembly (TVA).

2.2 Second Stage

The Contractor shall provide support for the maintenance of the Mk 104 Dual Thrust Rocket Motor (DTRM) and Steering Control Section (SCS). The Contractor shall provide support for the maintenance of the Staging Assembly (SA).

2.3 Third Stage

The Contractor shall provide support for the maintenance of the Third Stage Rocket Motor (TSRM) and Guidance Section (GS).

2.4 Fourth Stage

The Contractor shall provide support for the maintenance of the Kinetic Warhead (KW).

2.5 Nosecone

The Contractor shall provide support for the maintenance of the Nosecone.

2.6 All-Up-Round

The Contractor shall provide support for All-Up-Round integration and support FACO and Camden/Huntsville operations, as required. The Contractor shall provide support and planning for the maintenance of the BLK IA/IB All-Up-Rounds.

2.7 Software

The Contractor shall provide software manufacturing support for the BLK IA/IB production rounds and provide software resurces data reports in accordance with CDRL A011.

2.8 Special Test Equipment

The Contractor shall provide Special Test Equipment maintenance and support for BLK IA/IB production rounds.

2.9 Systems Engineering

2.9.1 Requirements

The Contractor shall maintain and update, as required, the BLK IA/IB requirements baseline.

2.9.2 Design Verification

The Contractor shall perform System Design and Requirements verification activities, as required, to maintain and support the BLK IA/IB production rounds. This activity includes Engineering Review Boards and completion of the CM process.

2.9.3 System Safety

The Contractor shall perform System Safety planning and management, as required, to maintain and support the BLK IA/IB production rounds including support to the Safety working groups.

2.10 Specialty Engineering

The Contractor shall continue to perform BLK IA/IB System Reliability management and support. The Contractor shall maintain a logistics program for current missile configurations. The Integrated Logistics Support program shall include the maintenance of an Integrated

Logistics Support Plan, demilitarization (Demil) plans, and other logistics documentation to include spares forecasting.

2.11 Functional Design

The Contractor shall provide support for algorithm performance analysis as required to support BLKIA/IB production rounds. The Contractor shall perform simulation verification, validation, and accreditation (VV&A) of the 6DOF simulation, as required. The Contractor shall provide performance analysis support for BLKIA/IB production rounds.

2.12 Obsolescence

The Contractor shall develop, maintain, and execute an obsolescence management, tracking and mitigation program for all components of the SM-3 AUR, based on the SM-3 BLK IA/IB Parts and Materials Obsolescence Management Plan, Raytheon Doc. 2291766, Rev A, as applicable. The Contractor shall:

- Provide updates, as required, to the SM-3 BLK IA/IB Parts and Materials Obsolescence Management Plan.
- Manage the loss or impending loss of manufacturers or suppliers of components, assemblies, and materials used in the manufacturing process
- Select parts and materials that meet or exceed prescribed quality and reliability requirements, facilitate producibility, and optimize the material supportability of the hardware through its life cycle
- Assess the feasibility of Life of Type buys as well as design and qualification of components for the purpose of mitigating and replacing obsolete missile subsystems and test equipment
- Update the obsolete parts list for all missile configurations in manufacturing
- Provide monthly metrics to the Government that include analysis of parts at risk of becoming obsolete, and proposed mitigation approaches to include implementation set-back schedules, informal estimates of cost and assessment of manufacturing schedule impacts
- Provide a semi-annual Obsolescence Assessment of the Bill of Materials (BOM)
- Document the scope of minimal re-designs and related qualification, if required, to include recommendations for parts procurement required to replace obsolete parts
- Establish and maintain Diminishing Manufacturing Sources and Material Shortages (DMSMS) cases using data to track and report on the status of the program, and to aid in assessing parts, materials and suppliers periodically to minimize the risk of obsolescence

Changes considered necessary by the Contractor to ensure the continued manufacture of the BLK IA/IB hardware shall be made in accordance with the configuration management requirements of this contract and coordinated with SM-3 Technical Representative.

2.13 Government Furnished Property (GFP) Repair

The Contractor shall provide the materials, facility and services as necessary to support the repair of GFE for the SM-3 Program to include AURs, sections, assemblies, sub-assemblies, and components as directed by the SM-3 Technical Representative. The Contractor shall repair and test GFP items as required to support program test and flight hardware. The Contractor shall modify as required, fabricate and checkout Special Test Equipment (STE) in sufficient quantity to support avionics suite, guidance section kinetic warhead, third state, round level testing, and field level testing for the STE identified in Attachment 9.

2.13.1 Government Furnished Property Monitoring

Government Property - The Contractor shall track and manage GFE/M in accordance with FAR 52.245-1, DoD Instruction 5000.64, and MDA Instruction 4161.01-INS, Accountability and Reporting of MDA Property. The Contractor shall provide the following CDRLs: 1) Physical Inventory Schedule and Reports (CDRL A013), and 2) Final Property Identification Listing (CDRL A014). The Contractor shall provide an electronic status report, in accordance with the applicable CDRL, describing the condition and usage status of GFP received under this contract. CDRL reporting shall exclude material purchased by the Contractor for use in deliverable end items and scrapped material consumed in testing.

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

3.0 Recertification of SM-3 IA Missiles (CLINs 0005/0006/0007)

The Contractor shall support maintenance and support activities associated with the recertification and associated section replacement/limited repair of GFE SM-3 IA AURs/Missiles/Sections and support equipment at the Raytheon AUR facility. These activities, the scope of which shall be specifically defined by Technical Instruction, may include: Recertification and repair of SM-3 IA AURs, repair of SM-3 BLK IA sections, repair of Test Equipment Repairable Assemblies, supply support, logistics planning, logistics documentation, program management, training, data and database management, and engineering support.

- a) AURs returned as a result of Maintenance Due Date (MDD) expirations shall be de-canned, tested, and en-canned upon successful testing on the MK 698 Test Set.
- b) Rounds that fail testing shall be evaluated from MK 698/F986 test results and spare part/section availability. As authorized by Navy TECHREP, the defective component/section shall be replaced and the round shall be retested. If testing is successful, the missile shall be encanned and made available to the fleet.
- c) Rounds that fail testing and that do not have spares to repair the faulted section shall be evaluated by Raytheon for disposition. Disposition should result in temporary storage if parts will become available, or tear down to decal for use as spares for other maintenance actions.
- d) In the occurrence of a fleet wet down, the returned AUR shall be immediately de-canned and a thorough evaluation performed to determine whether the round is salvageable. Raytheon will perform a wet down evaluation.
- e) All Intermediate Level Maintenance shall be performed at a Raytheon AUR facility (AURF) with minimal technical/engineering assistance provided by (b)(4)

f) The contractor shall work toward a goal of 90 days or less (Raytheon dock-to-dock) Turn-Around-Time (TAT) on missile repairs. ILMF Turn Around time shall start after receipt and induction of an AUR delivered from the government to the Contractor's shipping dock at the AURF and shall end with return to the government a Code "A" AUR at the Contractor's AURF shipping dock.

- g) Upon completion of re-certification, the contractor shall provide the following documentation that will serve as notification of completion and compliance:
 - i. Form DD1149(or equivalent)
 - ii. Certification of Compliance(CofC)

4.0 Surveillance Hardware (CLIN 0010)

4.1 First Stage

The Contractor shall procure sufficient Periodic Conformance Inspection (PCI) boosters and conduct PCI tests as required by the MK72 Booster Specification and provide hardware for the government Ordnance Assessment Activities as specified in the chart below:

Item	Part Number	Quantity
Thermal Battery, Thrust Vector	7227214 (CH251485)	16 per lot
Assembly (TVA)		
PCI Carton Samples, Booster	N/A	2 Cartons per Batch
Propellant, Bond		_
PCI Carton Samples, Booster	N/A	2 Cartons per Batch
Propellant, Bulk		
Booster, Release Initiator, Gas	L6520656	16 per lot
Generator Squib		
Arm-Fire Device (AFD), Booster	L6520476	6 per lot
Igniter Assembly	L6521392	6 per lot

4.2 Second Stage

4.2.1 Steering Control Section

The Contractor shall provide SCS thermal batteries per lot of batteries for government Ordnance Assessment Activities as specified in the chart below:

Item	Part Number	Quantity
Thermal Battery, Steering	7227251 (CH251484)	16 per lot
Control Section		

4.2.2 Dual Thrust Rocket Motor

The Contractor shall provide double lined and insulated propellant carton samples per PCI to government Ordnance Assessment Activities as specified in the chart below:

Item	Part Number	Quantity
Lot Carton Samples, DTRM	N/A	2 Cartons per Batch

Propellant Bulk		
Lot Carton Samples, DTRM	N/A	2 Cartons per Batch
Propellant Bond		, and the second

4.2.3 Staging Assembly

The Contractor shall provide Staging Assembly surveillance hardware for government Ordnance Assessment Activities as specified in the chart below.

Item	Part Number	Quantity
Explosive Bolts	G682882-006	16 per lot
	(2-502210-3)	
Initiators	G682882-009	16 per lot
	(103377-160SM3)	
Transfer Lines (TLX)	G682882-003	16 per lot
	(52351-1)	-

4.3 Third Stage

4.3.1 Guidance Section

The Contractor shall provide the hardware for the government Ordnance Assessment Activities as specified in the chart below:

Item	Part Number	Quantity
G Switch	H5930-2211240-XXX	1 per lot
Inertial Measurement Unit	6568774-1	1 per lot
Thermal Battery, 3rd Stage	G682872-2	16 per lot
Thermal Battery, FTS	G682873-2	16 per lot
Thermal Battery, TSRM 28V	G682878-001	16 per lot

4.3.2 Third Stage Rocket Motor

The Contractor shall provide propellant carton samples that bridge multiple propellant batches and the surveillance hardware to the Government Ordnance Assessment Activities as specified in the chart below:

Item	Part Number	Quantity
Attitude Control System (ACS)	E55550-XX	1 per 20 ACSs
ACS Gas Generator Propellant Carton	N/A	Request from Vendor
Samples		
EED Assy (Gas Bottle Cutter) (ACS)	E57865-XX (2-501350-2)	16 per lot
FCDCA	D10448B1B1007	8 per lot
FCDCA	D10448B1B1012	8 per lot
Igniter, Pulse I, Loaded Case	E47365-XX	4 per lot
Igniter, Pulse II, Propellant	E47331-XX	4 per lot
Initiator (ACS)	103377-347	16 per lot
Lot Carton Samples, TSRM Pulse I	(b)(4 [P-H-3518A	Request from Vendor

Propellant Bulk		~	
Lot Carton Samples, TSRM Pulse I	(b)		Request from Vendor
Propellant Bond	(4)		
Lot Carton Samples, TSRM Pulse II		TP-H-3518B	Request from Vendor
Propellant Bulk			
Lot Carton Samples, TSRM Pulse II			Request from Vendor
Propellant Bond	<u></u>	J	
Pulse I Safe & Arm Device (SAD)	1078	20	4 per lot
Pulse II Safe & Arm Device (SAD)	1078	10	4 per lot
Third Stage Rocket Motor (TSRM)	2265	160-1	1 per 20 motors
Thru Bulkhead Initiator (TBI)	E254	46-XX	12 per lot

4.4 Fourth Stage

The Contractor shall provide propellant carton samples that bridge multiple propellant batches to the Government Ordnance Assembly Activities as specified in the chart below.

Item	Part Number	Quantity	
Cold Gas Bottle Cutter Assy. Squib	PS 2-501350-2	16 per lot	
Actuator			
Gas Bottle Actuator	R20000539	16 per lot	
Gas Supply Assembly	2276490-XX	1 per 25 GSA's	
Thermal Battery, KW	461-0116-002	16 per lot	
	(EAP-12259C)		
TDACS	2278772-XX	1 per 20 systems	
TDACS Propellant Carton Samples	N/A	Ask Vendor	
Bulk			
TDACS Propellant Carton Samples	N/A	Ask Vendor	
Bond			
Capacitance Discharge Initiators	1240514-002	16 per lot	
Igniter Cartridge Assy (TDACS)	1240202-001	16 per lot	
Thermal Battery Assembly, Branched	1240517-001 (b)(4)	16 per lot	
Thermal Battery Assembly, Non-	1240516-001	16 per lot	
Branched	<u> </u>	_	

4.5 Nosecone

The Contractor shall provide the hardware for the government Ordnance Assessment Activities as specified in the table below:

Item	PN	Qty
Detonators	2265172-1	24 per lot
Expanding Tubes	G682894-001	4 per lot
Manifold	G682894-002	12 per lot
SMDC 0-Degree	G682894-003	12 per lot
SMDC 180-Degree	G682894-004	12 per lot

5.0 Program Management

5.1 Technical Direction

The Contractor shall provide the program management and technical direction resources to execute the requirements of this Statement of Work. This task shall include providing support of periodic management reviews such as Program Management Reviews (PMR), Mini Tech Reviews, Business Reviews, Integrated Baseline Reviews (IBR), and Manufacturing Readiness Reviews as appropriate. The purpose of these meetings and reviews shall be for the Government to monitor program progress and technical risk. The Contractor's support may include hosting, conducting, participating in, creating agenda for, creating presentations for, and responding to action items. The Contractor shall maintain a risk management process. The Contractor shall maintain a risk management process that complies with the Aegis BMD Risk Management Plan.

5.2 Government Technical Representative

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

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

5.3 Meetings and Reviews

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

- a. In Process Reviews (IPRs) The Contractor shall conduct, at the Contractor's facility comprehensive Government chaired In Process Reviews (IPRs) at approximately six (6) month intervals.
- b. Integrated Product Team (IPT) and System Safety Working Group Meeting The Contractor shall participate in and support, at various Government/Contractor facilities, IPT, and working group meetings.
- c. Integrated Baseline Review (IBR) The Contractor shall host one (1) IBR for CLIN 0001, 0002, 0005, 0006, 0007 and 0008 within approximately six months or CLIN award or option exercised. The objective of the IBR is for the Government and the Contractor to jointly assess

areas, such as the Contractor's planning, to ensure complete coverage of the SOW, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

Additionally, the Contractor shall provide information necessary to explain and describe to the Government how the IPMR requirements are being implemented.

5.4 Business/Administration/Scheduling

The Contractor shall maintain the contract work breakdown structure, Attachment 15. The PM shall provide cost estimation, as authorized by the COR. The Contractor shall support major sub-contract administration and program schedule.

a. Cost Management

- 1. The Contractor shall implement, maintain, and submit a IPMR that conforms to the criteria established by DoD 5000.2-R, Section 6.4 and Appendix VI. The Contractor shall submit IPMRs in accordance with CDRL A007. The Contractor shall pass down to the subcontractor(s) the IPMR requirement when the subcontractor(s) estimated value is at least \$70 million. The Contractor shall limit the organizational categories under Format 2 to the prime Contractor and its prime subcontractor(s).
- 2. The Contractor shall establish, maintain and use in the performance of this contract a Contractor Cost Data Reporting (CCDR) System in accordance with DoD 5000.4-M-1 and in accordance with CDRLs A001, A002, A003, and A004. Prior to acceptance by the Contracting Officer and within ninety (90) calendar days after contract award, the Contractor shall be prepared to demonstrate the operation of its system to the Government. The Contractor agrees to provide access to all pertinent records, data and plans as requested by representatives of the Government for the conduct of the review. Contractor Cost Data Reports shall conform to the Work Breakdown Structure (WBS) specified in accordance with Attachments 11 and 14.
- b. The description of the management systems accepted by the Contracting Officer, identified by the title and date, shall be referenced in the contract. Such systems shall be maintained and used by the Contractor in the performance of this contract.
- c. Contractor changes to the accepted systems shall be submitted to the Contracting Officer for review and approval. The Contracting Officer shall advise the Contractor of the acceptability of such changes within sixty (60) days after receipt from the Contractor. When systems existing at the time of contract award do not comply with the criteria, adjustments necessary to assure compliance shall be effected at no change in contract price or fee.
- d. The Contractor shall require that each selected Subcontractor, as mutually agreed to between the Government and the Contractor and as set forth in the schedule of this contract, shall meet the CCDR Systems criteria as set forth in the guide and shall incorporate in all such subcontracts adequate provisions for demonstration, review, acceptance and surveillance of Subcontractors' systems, to be carried out by the Government.

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

5.5 System Engineering (SE), Configuration Management (CM), Data Management (DM)

- a. System Engineering: The Contractor shall provide Team Lead activities of the SE Team and lead activity of the SM-3 CM and DM Team. This task shall include cost account management preparation, maintenance and reporting as well as technical leadership, when required, of system engineering for reliability and system safety, as well as leadership of data management, configuration management and support activities. The Contractor shall use Engineering and Manufacturing Readiness Level (EMRL) criteria and metrics as the standard maturity measurement of product hardware and software. The Contractor shall provide management oversight support of subcontractor configuration and data, as required.
- b. Configuration Management/Data Management: The Contractor shall implement a Configuration Management Program. The Contractor shall update the SM-3 CM Operating Plan in accordance with the SM-3 MAIP in support of the Configuration Management Plan (CMP) for the Aegis BMD Program PD452 and the Configuration Management Plan (CMP) for the SM-3 Program PD452. The Contractor shall maintain a historical archive of all configurations, production test data, qualification data, lot acceptance and data used for statistical process control. The Technical Data shall establish and maintain criteria against which the design can be evaluated. Missile as-built configuration and change control data indentured from section to piece part level shall also be included, as shall Test Equipment (TE) prove-in archives and TE pre- and post-alignment/calibration baseline data. The Contractor shall not dispose of data without notifying the PCO in writing ninety (90) days prior to disposal. The Contractor shall capture, retain and deliver to the Government test data as-built versus as-designed configuration data for each AUR. As-Built-configuration data shall include manufacture, manufacture lot number, lot acceptance data and manufacture date for all service life components listed in MD 31460 service life tables for SM-3 BLK IB. Data collection in Contractor's formatted database is acceptable. Electronic data reporting and delivery to Government shall be provided in a mutually agreed upon format and frequency.
- c. The Contractor shall maintain the documentation and data items identified in the execution of this contract and shall provide notification of change to the government for review. The Contractor shall maintain an Engineering Notebook (ENB) as part of the Raytheon Product Data Management (PDM) centralized system for storing program documentation. The documentation, including titles of proprietary and classified data, shall be made available to the government.

5.6 Quality Assurance

The Contractor shall provide and maintain a Quality Assurance Program Plan (CDRL A006) that applies quality through design, while promoting continuous process improvement and implement a quality assurance program utilizing ISO 9001:2000 (International Organization of Standardization), Aerospace Standard AS9100, compliance with the MDA Assurance Provisions (MAP) Revision A as

tailored and specified in the SM-3 Mission Assurance Implementation Plan (MAIP), Revision A dated 14 January 2010, and MD 57104 as guidance. The Contractor shall maintain production program quality requirements, and document in the SM-3 Quality Assurance Program Plan. These quality requirements shall be flowed down to subcontractors and lower-tier suppliers as applicable based on safety and/or mission criticality and risk.

5.6.1 Mission Assurance Implementation Plan (MAIP)

The Contractor shall establish and maintain accountability for fulfilling the Safety, Quality and Mission Assurance requirements defined in the MAP Revision A, as tailored and specified in the SM-3 MAIP, Revision A of 14 January 2010. The Contractor's command media, i.e., quality documents, design standards, procedures, processes, build paper, test documentation, and specifications form a part of the QSMA Program and are considered contractual obligations. The Contractor shall flowdown applicable MAIP and their command media requirements to applicable lower-tier suppliers based on complexity and/or criticality and risk. Flowdown to lower-tier suppliers should follow the same process as the flowdown for any standard.

5.6.2 Parts, Materials, and Processes

The Contractor shall implement and maintain a Parts, Materials, and Processes program in compliance with MDA Parts, Materials and Processes Mission Assurance Plan (PMAP) as defined in the PMAP Compliance Matrix for BLK IB. The Contractor shall flowdown applicable PMAP Compliance Matrix for BLK IB provisions to applicable lower-tier suppliers and maintain the SM-3 Block IB Parts, Materials, and Processes Management Plan (PMPMP).

5.6.3 Audit Program

The Contractor shall develop, implement and maintain a sub-tier audit program. A schedule of supplier audits shall be provided to the MDA Program Manager and MDA AB/QS. Sub-tier audits shall be conducted on any sub-tier Contractor that has flowed-down a requirement whose basis is one of complexity and/or criticality. The sub-tier audit program shall include periodic audits scheduled to include verification of compliance to the requirements flowed down to the suppliers from the SM-3 MAIP and SM-3 Block IB PMAP Compliance Matrix. The Contractor shall determine frequency of the audits based on complexity of supplier items. Audit results shall be made available to the MDA Program Office and MDA/QS no later than 30 days after completion of the audit. The Contractor shall provide support and required interfaces with the Program Office, MDA/QS and affected SM-3 suppliers to facilitate the conduct of MDA/QS "No Knock" Audits and MDA Checklist Facility Assessments, in accordance with QS-05-5000-SOP-00023, MDA Audit Program SOP.

5.6.4 Supplier Management Requirements

The program shall develop a Supplier Management Plan that provides processes for key supply chain activities, to include but not limited to: supplier selection, supplier evaluation/audits, supplier rating system, receiving test and inspection, conditional source approval, source inspections, procurement and metrics. The Contractor's supplier management program shall ensure that all technical, test, quality, safety and mission assurance requirements are flowed down to the appropriate supplier including the Contractor's command media design margins, methods and practices. Contractors utilizing a Dock-to-stock program shall maintain Certificates of Compliance for all suppliers in this program, and develop a process for periodically reviewing and inspecting the supplier's ability to remain compliant.

The Contractor shall comply with the requirements defined in MAP Revision A, Change 1 regarding the management of non-conforming material. The Contractor shall establish and maintain a system for the collection and monthly reporting of all non-conformances occurring throughout the supply chain via key MRB metrics that have been selected. This requirement shall be flowed down to all lower-tier suppliers based on complexity and/or criticality of their product.

5.6.5 Maintenance/Availability of Quality Records

The Contractor shall maintain quality records, documents, processes and procedures in accordance with applicable quality system called out in this contract. The Contractor's command media, i.e., documents, engineering drawings, design standards, procedures, processes, build paper, specifications etc., shall form a part of the QSMA Program and are considered contractual obligations. Records shall be made available to the customer when requested. Records shall include, but not be limited to:

- The Contractor's and sub-tier supplier command media.
- Evidence of inspection to assure adherence to applicable drawings or specifications
- First Article Inspection/Test Reports
- Periodic inspection and control of inspection media
- Records to indicate control of Special Tooling and Special Test Equipment
- Test data records of all qualification and acceptance test performed
- Certification of personnel as required by specification and/or contract
- Raw Material and Process certifications
- Material Review Report

5.7 Software IV&V and EVM

For all safety and mission critical software, the Contractor shall prepare, update and maintain software specification documents under configuration management that define the architecture, variable control, variable range, modularity, parameter ranges, parameter designations, flow charts and full code. Complex software flow charts shall include all decision paths, decision logic, complex algorithms by mathematical formula, parameter designations, parameter look-up tables, and explanations of unique code associated with input / output and how data schemas are generated. Software technical documentation shall also identify those algorithms directly affecting system performance and shall provide a verification matrix designating the status on whether algorithms have been qualified and verified by system tests. Furthermore, the Contractor shall:

- Establish and maintain criteria against which the design can be evaluated
- Identify, develop, or acquire design methods appropriate for the software product
- Ensure that the design adheres to applicable design standards and criteria
- Ensure that the design adheres to allocated requirements, and
- Provide sufficient detail to ensure that IV&V can be achieved and Earn Value Cost (Cost Performance Index (CPI)) and Earn Value Schedule (Schedule Performance Index (SPI)) measures metrics can be assessed toward meeting the software development schedule.

5.8 All-Up-Round Certification

The contractor shall provide a DD-250 as certification that the round and all of its critical subassemblies comply with all technical requirements as approved by the Program Office. The Technical Data Package, processes, procedures, and other appropriate command media used to manufacture the round shall be approved by the Chief Engineer and the Program Manager or their designee.

5.9 Safety

The Contractor shall have effective policies and procedures in place to protect the life and well being of Contractor and Agency employees, the public, and MDA property and equipment. The Contractor shall adhere to all applicable local, state, and federal safety laws/regulations as well as the safety requirements of MIL-STD-882E and of the MAP (Section 3.14) as tailored by the SM-3 MAIP. The Contractor shall establish and maintain a system safety program in accordance with the SM-3 System Safety Program Plan and the Aegis BMD Integrated System Safety Management Plan (ISSMP) and shall ensure that safety protection considerations are integral parts of the systems engineering efforts. The safety program shall address personnel and equipment concerns relative to the design, development, testing, use, maintenance, life cycle support and disposal of the system.

5.10 Expediting Contract Closeout

- (a) As part of the negotiated fixed price or total estimated amount of this contact, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5.11 Unique Identification (UID)

The contractor shall mark the components, parts, and end items with Item Unique Identification (IUID) as defined in the SM-3 Block IB UID Implementation Plan dated December 2011. This document references the IUID requirement as defined by Defense Federal Acquisition Regulation Supplement (DFARS) 252.211-7003 and IAW MDA Directive 4161.02. As discussed in the SM-3 Block IB UID Implementation Plan, the contractor shall ensure the IUID markings are machine readable and meet MIL-STD 130N. The contractor shall develop the IUID marking/tags, enter the IUID and required data elements into the IUID Registry. The Contractor shall update and report to the IUID Registry for GFP as directed in DFARS 252.211-7007.

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5.12 Security Program

The contractor shall implement a Information Security Program that is compliant with the requirements of DoDM 5200.01 Volumes 1-4,

(b)(5)

5.13 Assignment and Use of National Stock Numbers

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

5.14 Assignment of Serial Numbers

The contractor shall request serial number assignment, in writing, from the cognizant technical program office, with a copy to the cognizant DCMA office. The request for serial assignment shall contain the following information, at the minimum:

- (a) Contract number
- Assigned line item number and description (b)
- (c) Assigned type designation
- (d) Assigned model number
- Top drawing number and ID (List of Drawings) number (e)
- Exact quantity for which serial numbers are being requested, including (f) preproduction samples required by the contract, and
- National stock number. (g)

5.15 Updated Specifications and Standards

If, during the performance of this or any other contract, the Contractor believes that any contract contains outdated or different versions of any specifications or standards, the Contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit, or function of any deliverable item or increase the cost/price of the item to the Government. The Contractor should submit update requests to the Contracting Officer with copies to the Administrative Contracting Officer and the Contracting Officer's Representative for approval. The Contractor shall perform to contract in accordance with existing specifications and standards until notified of approval/ disapproval by the Contracting Officer. Any approved alternate specifications or standards shall be incorporated into the contract.

5.16 Government-Industry Data Exchange Program

(a) The Contractor and their suppliers shall participate in both Government Industry Data Exchange Program (GIDEP) and MDA Assurance Advisory Reporting System. GIDEP participation shall be in accordance with GIDEP Requirements Guide, \$03000-BU-GYD-010 dated April 2008. GIDEP alerts and MDA Assurance Advisories are received by each

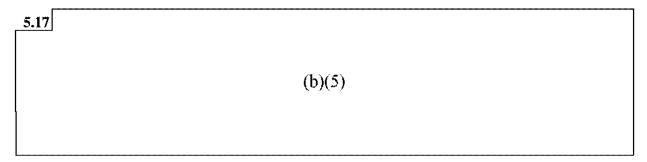
participant's coordinator, screened, and forwarded to the appropriate program or functional group for action. If a formal response is required by a MDA Assurance Advisory, instructions for action will be stated in the Advisory. Developers and their suppliers shall generate new GIDEP alerts and MDA Assurance Advisories. The developer shall provide technical assistance to their suppliers who are not GIDEP and MDA Advisory participants. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirements of the contract.

- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP P.O. Box 8000

Corona, CA 92878-8000 Phone: (951) 898-3207 FAX: (951) 898-3250

Internet: http://www.gidep.org



6.0 Critical Hardware Handling

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

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

7.0 Hazardous Material Control and Management

The production, testing, operation, and maintenance of SM-3 shall include the use of hazardous materials at Contractor facilities resulting in the potential for environmental pollution including air, waste water, and solid wastes. The Contractor shall minimize the use of hazardous material in the SM-3 Program. Whenever hazardous materials are necessary, the Contractor shall be responsible for the implementation of a formal Hazardous Material Control and Management Plan and Report as required by MIL-STD-882E Task 108 and Task 103 (Hazard Management Plan) to ensure control of the environmental effects of the production, testing, operational and maintenance processes. In addition, the Contractor shall be responsible for the identification, justification, and documentation of all hazardous materials used. The Contractor shall identify the potential health hazards of the hazardous materials selected for SM-3 application, and shall provide appropriate hazard mitigation measures to minimize personnel and environmental damage and exposure. The Contractor shall also identify all pollutants generated by each process (production, test, and operations) and appropriate disposal methods.

The Contractor shall establish hazard classifications for SM-3 and shall follow the explosive hazard classification procedures in accordance with NAVSEAINST 8020.8B.

7.1 Exclusion of Mercury

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract or that are provided to any non-US Governmental entity with or without compensation. The Contractor shall ensure compliance with the Mercury Export Ban Act of 2009.

7.2 Periodic Retesting of Hazardous Material Packages

Title 49 CFR 178.601(e) requires periodic retesting of all packages used for hazardous materials. All explosive material packages of less than 400 kilograms (882 pounds) net mass (item weight) require design testing and/or periodic retesting. The Contractor shall pass design qualification testing at the start of any new or different packaging. The NSWC IHD, G1 Det Picatinny, PHST Center shall perform the Title 49 CFR required testing after First Article testing is complete. If the First Article testing is waived, then design testing and/or periodic retesting must be separately performed. If the production of hazardous material packaging extends more than twelve (12) months, then periodic retesting shall be performed at least once every twelve (12) months for combination packs. Metal drums require six (6) containers for periodic testing. The testing facility shall keep all records of testing data for a minimum of two (2) years after test completion. DEPARTMENT OF TRANSPORTATION (DOT) certification of the Testing facility is not required, however, the NSWC IHD, G1 Det Picatinny, PHST Center shall review all noncertified tests to assure conformance with Title 49 CFR. The NAVAL PHST CENTER, IHD DETACHMENT PICATINNY is the Navy's explosive packaging test facility. Exemptions from periodic retesting may be available. Submit requests for exemption to the NSWC IHD, G1 Det Picatiny, PHST Center.

8.0 Inspection, Acceptance, Marking and Packaging Requirements

8.1 Inspection and Acceptance

AUR – Inspection and acceptance shall be at source in accordance with Attachment 3 and Attachment 9. Inspection for the purpose of final acceptance shall be documented on a DD Form 250, "Material Inspection Receiving Report (MIRR)" by a representative of the Government at the Contractor's AUR facility. A DD Form 250 is required.

8.2 Deliveries or Performances

All supplies hereunder shall be delivered free of expense to the Government in accordance with instructions specified in the clause hereof entitled, "F.O.B. Origin" (FAR 52.2478-29) at or near the contractor's plant, Camden AR/Huntsville, AL, for shipment at Government Expense (normally on Government bill(s) of lading) in accordance with Attachments 3 – Statement of Work, Attachment 5 – Delivery Schedule and Attachment 13 – Shipping Instructions. Once an All-Up-Round (AUR) has been DD250'd, it is the Government's responsibility to provide a Transportation Accountability Code (TAC) to the Contractor to pay for transportation of the AUR to the Fleet and/or designated location provided by Aegis BMD Program Office.

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

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

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

ADDENDUM: MDA/AB shall provide verbal direction to the Contractor regarding the transportation location and TAC (if not previously identified) required for delivery of All-Up-Rounds (AURs) to the Fleet. The SM-3 Manufacturing Manager (or its designated representative) shall subsequently (within 24 hours) document the verbal communication by providing written notification to the contractor and the PCO for further action (as needed). All other requirements associated with the delivery of the AURs (i.e., Inspection and Acceptance, DD250, etc.) remain unchanged and in full force and effect.

8.3 Packaging Instructions

The Contractor shall package and mark each Flight Test AUR in accordance with Attachment 9-SM-3 All Up Round Processing & Recertification Requirements document.

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

The Contractor shall mark all shipments under this contract using the guidance of MIL-STD-129P (3), as modified by the Special Shipping Marking and Packing Instructions, as well as Title 49 CFR. These markings are provided in NAVSEA SW020-AC-SAF-010/020/030. Any Competent Authority Approvals (CAAs), Certificates of Equivalence (COE) or Performance Oriented Packaging (POP) test markings that are not present in NAVSEA SW020-AC-SAF-010/020/030 shall be obtained from the NSWC IHD, G1 DETACHMENT PICATINNEY, PHST Center, BLDG 468 Whittemore Ave, PICATINNEY, NJ 07806-5000.

8.3.1 Packing List(s)

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

8.3.2 Master Packing List

In addition to the requirements in section 7.3.1 Packing List(s), a master packing list shall be prepared where more than one (1) shipment, shipping container or palletized unit load comprise the Line Item being shipped. The master packing list shall be attached to the number one (1) container and so identified.

8.3.3 Hazardous Materials Packaging

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

8.4 Marking

Shipments, shipping containers and palletized unit loads shall be marked using the guidance of MIL-STD-129P (4).

8.4.1 Part Identification

All Items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or National Stock Number (NSN). Use MIL-STD-129P (4) for guidance for marking of assorted (related-unrelated) Items.

8.4.2 Missile Marking

Missiles shall be prepared for shipment or storage in accordance with the applicable STANDARD Missile packing document using the applicable OR-68 as guidance and the

applicable Raytheon SM-3 Work Instructions. The following documentation, comprising the Missile log, shall be provided with each Missile scheduled for shipment:

- a. Configuration Data Lists (Missile Sections and telemetry units):
- b. Guided Missile (GM) Propulsion Unit Data Sheet;
- c. GM Propulsion Unit History Sheet;
- d. Test Traveler Cards; and
- e. NAVSEA Form 4790/5(2C) Missile/Propulsion Unit Log

8.4.3 Marking of Inert Operating Missiles

The Contractor shall identify Inert Operating Missiles (IOM) and other non-flight Engineering hardware, sections, subassemblies, etc. which are compliant to the Technical Data Package (TDP) with the additional minimum identification of "Not for Production Use" in accordance with OD-OPS-016.

8.4.4 Identification Marking of Parts

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

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

8.4.5 Marking of Reports

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor Information

8.4.6 Distribution Statement

This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S. C., Sec 2751, et seq.) or the Export Administration Act of 1979, 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. Distribution authorized to the Department of Defense (DoD) and United States (US) DoD Contractors only (critical technology) (30 June 2008). Other requests shall be referred to MDA/AB.

8.5 Missile Containers

Missiles and components shall not be stored, issued, or shipped in unserviceable containers. Containers with minor damage may, however, be used for transporting or short-term storage within the assembly building, provided damage does not interfere with normal storage or with the securing of the item in the container. Damaged containers may be repaired in accordance with the applicable OR-99B procedures. Damaged missile component containers shall be reported to the Naval PHST Center, NSWC IHD Det Picatinny Code G11 and MDA/AB for disposition instructions.

9.0 Travel Costs

The Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility. Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation. The Contractor shall not be reimbursed for the following daily local travel costs: travel at U.S. Military Installations where Government transportation is available, travel performed for personal convenience/errands, including commuting to and from work, and travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

10.0 Small Business Utilization

The Contractor shall submit, per CDRL A012, the Small Business Performance data on SM-3 Block IB to include where appropriate the following specific activities to maximize small business participation:

- Expand the pool of qualified small businesses through increased competition for production of components and piece parts in MDA acquired systems.
- Engage small businesses to serve as second sources in order to mitigate the risks of single point failures in the supply chain and increase the quality of supplies or services
- Efforts to leverage Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) program funded technologies with high potential for transition into the SM-3 Block 1B manufacturing efforts.

11.0 Additional Quality Assurance and Security Provisions (CLIN 0011)

11.1 Quality Assurance Provisions

11.1.1 Parts, Materials, and Processes

The contractor shall establish and maintain a parts, materials, and processes (PMP) control program in accordance with the MDA Parts, Materials, and Processes Mission Assurance Plan MDA-QS-003-PMAP (PMAP), Revision B. The contractor shall develop a Program specific

Parts, Materials, and Processes (PMP) Plan that meets the requirements of MDA-QS-003-PMAP (PMAP). The PMP Plan shall be in accordance with Appendix B, Contract Data Format Documentation and delivered within 45 day of contract award. The Program PMP plan shall be approved by the Government Program Office with MDA/QS concurrence via the MDA PMP Board (PMPB). All contractor PMP selection, qualification, screening, and management activities shall follow this PMP plan. The contractor's PMP Plan shall describe the process to ensure the flow down of all applicable PMAP requirements for manufacturers of safety and mission critical hardware. The contractor shall provide a quarterly submittal of the As Designed Parts, Materials and Processes, List (ADPMPL) in accordance with Appendix B, Contract Data Format Documentation, until shipment of final product. The contractor shall establish and support a PMP Control Board (PMPCB) for the contract term of the program, attend semi-annual MDA PMP Board (PMPB) meetings, and provide all PMP reporting and information as required in the PMAP. The contractor shall comply with MDA Policy Memorandum #50 regarding procurement of electronic parts and ensure flow down of the requirements of Policy Memo #50, to all suppliers of mission critical electronic hardware.

11.1.2 Supplier Management Requirements

The Contractor shall establish and maintain a safety and mission critical supplier list. This list shall be an input to the supplier management system. The list shall be available to MDA Program Office and designated representative.

The Contractor shall be responsible for documenting, tracking, monitoring, verifying, and auditing MAP and other technical requirements flowed down throughout the supply chain for all safety and mission critical hardware and software. Supplier's planning documentation shall be available to MDA Program Office and designated representatives. Supplier management system shall contain provisions for the following requirements:

- a. Contractor shall establish and maintain a supply chain diagram based on bills of materials for all safety and mission critical items, processes, and software.
- b. Contractor shall establish documented criteria for the flow down of MAP and technical requirements. Tools used for requirements flow down and traceability shall ensure consistent application of criteria. Tools shall identify MAP and other technical requirements flow down for each supply chain tier.
- c. Subcontractors shall identify and document critical processes and key characteristics. Subcontractors shall provide a product critical processes and key characteristics document to the prime developer containing the following information:
 - 1) Verification Matrix indicating how requirements are met for each critical process and key characteristic (e.g., dimensional and visual inspections, developer approved acceptance test procedures).
 - Standards (e.g., Military Standards, Industry Standards, Developer Standards, Supplier Standards) used for controlling safety and mission critical assemblies.
 - 3) All process controls and metrics used to monitor quality for each critical process and key characteristic.
- d. Contractor developer shall review and audit all supplier's critical processes and key characteristics and ensure process controls are in place. Additionally, Contractor

shall perform periodic audits of MAP and other technical requirements implementation. Audit results shall be documented and all problems or issues tracked to resolution. Critical or major problems or issues shall be elevated to top-level management, the MDA Program Office, and included for discussion at periodic program reviews. Review and audit results shall be an input to supplier chain metrics to monitor, control, and report supply chain health to MDA Program Offices.

- e. Subcontractor chain metrics shall provide continuous health monitoring of supply chain implementation of MAP and technical requirements.
- f. Contractor shall provide a quarterly Supplier Management report based upon the supplier inputs to MDA Program Office. The Supplier Management report shall include 3.13.4.1 a through e and the following:
 - 1.) Supplier identification and prime developer assessment of supplier chain implementing documentation (e.g., process documentation, standards, command media, procedures) for compliance to MAP requirements.
 - 2.) Specific accountability and responsibility throughout the supply chain for implementation and verification of MAP and technical requirements.
 - 3.) Documented validation process to ensure products meet requirements.
 - 4.) Bi-directional requirements traceability for all safety and mission critical items throughout the supply chain.

The Contractor shall comply with the requirements defined in MAP Revision A, Change I regarding the management of non-conforming material. The Contractor shall establish and maintain a system for the collection and monthly reporting of all non-conformances occurring throughout the supply chain via key MRB metrics that have been selected. This requirement shall be flowed down to all lower-tier suppliers based on safety and mission criticality of their product.

Additionally, the program shall develop a Supplier Management Plan which provides processes for key supply chain activities, to include but not limited to: supplier selection, supplier evaluation/audits, supplier rating system, receiving test and inspection, conditional source approval, source inspections, procurement and metrics. The Contractor's supplier management program shall ensure that all technical, test, quality, safety and mission assurance requirements are flowed down to the appropriate supplier including the Contractor's command media design margins, methods and practices. Contractors utilizing a Dock-to-stock program shall maintain Certificates of Compliance for all suppliers in this program, and develop a process for periodically reviewing and inspecting the supplier's ability to remain compliant.

11.2 Security Provisions

The prime contractor shall develop and implement a comprehensive security program in accordance with the policies, issuances, and standards referenced in the Applicable Documents, Attachment 8. A security representative shall be formally designated to develop and oversee the security program and implement all security guidance. The prime contractor security representative is responsible for providing all security guidance directed in this SOW to all subcontractors.

The prime contractor shall provide self-assessment reports to the Aegis BMD Security and Program Protection Directorate (MDA/AB-S) and the Research, Development, and Acquisition Security Directorate (MDA/EIR) no later than 30 days after the completion of the assessment. The contractor shall provide Government updates on implementing the BMDS System Security Engineering (SSE) requirements in accordance with the BMDS specifications.

11.2.1 Information Security.

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The contractor shall support the execution of the MDA Information Security Program. The contractor shall maintain security features using established SSE process IAW DoD 5200.1-M Acquisition Systems Protection Program; DoD 5000.2, Defense Acquisition Guidebook; MIL-HDBK-1013/1A, Design Guidelines for Physical Security of Facilities; DoD 5200.01-M, DoD Information Security Program; DoD 5200.08R, Physical Program Security; National Security Telecommunications and Information Systems Security Advisory Memorandum TEMPEST/2-95; Committee on National Security Systems Advisory Memorandum TEMPEST 01-02; National Security Telecommunications and Information Systems Information 7003; Common Criteria and National Security Telecommunications and Information Systems Security Policy (NSTISSP) Number 11.

The contractor shall verify that cleared subcontractor facilities schedule and conduct annual Information Security Program Reviews and self-inspections. Serious deficiencies at the subcontractor location shall be reported to the contractor. When a security risk has been identified at an uncleared location, the contractor will conduct a security program review or security assistance visit with the concurrence of the COR, develop IPR reports, and conduct briefings with programs to identify and review goals, processes, and findings.

The contractor shall assist with implementation of the Security Incident and Preliminary Inquiry process IAW the National Industrial Security Program Operating Manual (NISPOM); analyze security incidents to verify incident descriptions and address cause, impact, mitigation, and recommended courses of action; coordinate, discuss, and resolve discrepancies; and submit reports to the Program Directorate.

As required by FAR clauses 52.204-2, 52.227-10, 52.227-11 and DFARS clauses 252.204-7000, 252.227-7038, 252.227-7039, the contractor shall report Inventions conceived during the performance of the contract. The contractor shall provide a copy of any classified patent applications before filing with the U.S. Patent and Trademark Office.

11.2.2 Program Protection.

If requested, the contractor shall support the execution of the MDA Program Protection activities. If requested, the contractor shall plan and implement an Acquisition System Protection Program encompassing acquisition security, program protection, Supply Chain Risk Management (SCRM), and SSE for this contract based upon the requisite threat documentation provided by the MDA.

CPI must be protected in accordance with the Aegis BMD Program Protection Plan (b)(5)

[If requested, the contractor shall support the Program Directorate on relevant threat information to determine the protection required for CPI and implement the required protection in accordance with the Aegis BMD Program Protection Plan (PPP). The contractor shall assess, develop, and maintain a Program Protection Implementation Plan (PPIP) and

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Critical Program Information (PPP/CPI) and training guidelines for the protection of CPI for the BMDS.

If requested, the contractor shall support the Program Directorate on relevant threat information to determine the protection required for the CPI and implement the required protection in accordance with the Aegis BMD PPP. The contractor shall assess, develop, and maintain a PPIP and PPP/CPI and training guidelines for the protection of CPI for the BMDS.

The contractor shall conduct an analysis based upon relative government threat information to determine the protection required for the CPI and develop a plan to implement the required protection in accordance with the Government directed PPP.

The contractor shall participate in the identification and protection of critical components based on the critical functions of the BMDS system elements as requested. The contractor shall submit to and participate in unannounced Government audits into their supply chain activities.

(b)(5)
The contractor shall continue the protection measures through the life cycle of the CPI. The requirements for protection of CPI shall be flowed down to subcontractors and vendors developing, integrating, or modifying the CPI.
(b)(5)

The contractor shall support MDA Program Protection and Horizontal Program Assessment teams during on-site technical assistance visits and audits. These assistance visits and audits will not duplicate the contractor NISPOM self-assessments or the annual Defense Security Service audits, but will focus on protection of critical technologies and CPI.

The contractor shall conduct periodic self-assessments to evaluate program adherence to PPP and processes and the NISPOM and develop security policy and procedures. The contractor shall provide self-assessment reports to the Aegis BMD Program Directorate (AB-S) and MDA/EIR no later than 30 days after the completion of the assessment. The contractor shall provide government updates on implementing the BMDS SSE requirements IAW the BMDS system specifications.

The contractor shall provide a quarterly Program Protection Status Report in accordance with CDRL A015 and shall include compliance implementation status in accordance with the Aegis BMD provided PPP, DoD 5200.39, DoDI 5200.1-M, NISPOM, DoD 5200.1-R, DoDD 8500.1, DoD 5200.8-R, CJCSI 6510.01E, CJCSI 3210.01, NSTISSP No. 11, MDA 5200.01, (b)(5)

11.2.3 Supplier Assurance and Supply Chain Risk Management (SCRM).

The contractor shall support the government SCRM Advisory program by providing detailed information to the government inquiries in regards to suspect parts. The contractor shall only procure logic bearing devices from the vendors approved by the Defense Microelectronic Activity (DMEA) list or request an exception in writing to the Government contracting officer's technical representative and MDA/DEI with a justification as to why the component could not be procured from the DMEA list. This statement applies to Commercial Off the Shelf (COTS) refresh, oblolete parts, or other parts issues identified by Government SCRM advisories

The contractor shall demonstrate that it has visibility into its supply chain for critical components (logic bearing devices) and understands the risks to that supply chain. The contractor shall flow down requirements for SCRM to subcontractors and lower tier (Tier 4) and report discrepancies to the Program Directorate Configuration Review Board.

11.2.4 Communications Security (COMSEC).

The contractor shall protect COMSEC devices, keymat, loading devices, and fill cables in accordance with NSA directives and standards. COMSEC technical information shall be protected through information security and applying the appropriate directive classification to the information. NTISSI 4002 is the reference security classification guide for protecting and declassifying COMSEC information.

The contractor shall conduct contractor training on how to protect and determine the criticality of technologies and mitigate CPI risks from known or postulated threats IAW the Aegis BMD Program Protection Plan. The contractor shall conduct NONSTOP training to designated employees supporting Systems Engineering, COMSEC development, and testing of the AUR. NONSTOP training will require a SECRET clearance.

COMSEC devices and keymat shall be provided by the Program Directorate and NSWC Corona. The Program Directorate received authorization by the Military Communications and Electronics Board (MCEB) to maintain the COMSEC devices in previous missile builds. In the month of August, an annual briefing to the MCEB is required. The contractor may contact the Program Directorate (AB-S), for required content of the annual brief.

11.2.5 Information Assurance & Cyber Security.

If requested, the contractor shall provide inputs to and support Government security analyses, including system security analyses, the System Vulnerability Analysis, Operations Security Plan, SSE requirements analysis, and Information Assurance/Computer Network Defense technical assessments. The contractor shall support Government conducted Certification & Accreditation planning and testing associated with Interim Approval to Operate, Approval to Operate, Interim Authority to Test, Authorization to Connect, and System Administration in accordance with DoDI 8510.01 and the Certification and Accreditation Supplement to the NISPOM. The contractor shall support Government assist visits and security audits.

In the performance of this contract, the contractor is afforded access to unclassified and classified DoD technical and programmatic information. This DoD information shall be protected in accordance with DoDM 5200.01, MDA Policy #68, and DoDI 8582.1.

The contractor shall maintain SSE requirements, System Connection Authorization Requirements documents, and Security Accreditation Agreements documents in accordance with the Certification and Accreditation Supplement to the NISPOM. The contractor shall comply with security requirements in accordance with DoD Directive 8500.1, DoD Instruction 8500.2, and the NSA Guide for Addressing Malicious Code Risk, and be accredited by the cognizant Designated Approving Authority prior to operation.

The provisions of this SOW shall be included in the solicitations and subcontracts for all suppliers, suitably modified to identify the security risks suppliers must address to guarantee the protection of CPI and critical components (i.e., logic bearing devices) within the supply chain. The contractor and their subcontractor(s) are encouraged to participate in the DoD Defense Industrial Base Cyber Security and Information Assurance Program, see Applicable Documents, Section IV.

12.0 Foreign Military Sales (FMS) Support (CLIN 0012)

The Contractor shall provide a team to support SM-3 Blk IA recertification operations at the (b)(3):10 USC §130

The team shall be

responsible for developing and maintaining a Recertification Plan detailing the procedures and requirements supporting the processing of Japan SM-3 All Up Rounds (AUR). All missile recertifications shall be in accordance with an approved Japan Recertification Plan and follow the SM-3 All-Up-Round (AUR) Processing and Recertification Requirements Document, MD 57579, Revision E dated February 2013 as guidance.

The contractor shall propose and where feasible, incorporate MK698 Test Equipment software updates to address root cause of Test Equipment-related problems observed during the initial round of FMS recertification activities. These updates shall be in alignment with lessons learned and best practices incorporated in domestic recertification activities. These updates shall be integrated and proved-in the Maizuru test station prior to resuming recertification activities.

Raytheon Missile Systems shall perform critical updates which consist of the following:

KW Acquisition Task
PC Code 51205
10W4 Backshell
Booster Sim FW
Connector Savings
L3COM System SW Upgrade

The Contractor shall be responsible for ensuring compliance with international travel requirements; including but not limited to: verification of valid passports for all team members for the duration of the recertification efforts and coordination of all clearance information via applicable government agencies. The Contractor shall coordinate and manage travel and temporary relocation of the team to Japan. The Contractor shall also coordinate the team's return to USA once recertification of the first lot of Japan missiles is complete and facility is prepared for SM-2 activities.

CLIN 0013 Material - Foreign Military Sales (FMS) Support

The Contractor shall procure the material items required to complete the FMS SM-3 Blk IA recertification effort.

APPENDIX A: List of Acronyms

A&E Ammunition and Explosives ACO Administrative Contracting Officer

ACA Attitude Control Assembly
ALI AEGIS LEAP Intercept

(b)(5)
ATK Alliant Techsystems Inc.

ATK Amant Techsystem AUR All Up Round

AURF All Up Round Facility

BLK Block

CAAs Competent Authority Approvals

CAIMS Conventional Ammunition Inventory Management System

CCDR Contractor Cost Data Reporting
CDRL Contract Data Requirements List
CLO Counter Law Observable

CLO Counter Law Observable
CM Configuration Management
CMP Configuration Management Plan
CMTS Combined Missile Test Set
COE Certificate of Equivalence
CPI Cost Performance Index
CPR Cost Performance Report

CSDR Cost and Software Data Reporting

CWG Cost Working Group

DACS Divert Attitude Control System

DM Data Management

DMSMS Diminishing Manufacturing Sources and Material Shortages

DTRM Dual Thrust Rocket Motor
DVTs Design Verification Tests

EMRLs Engineering and Manufacturing Readiness Levels

ENB Engineering Notebook

ESS Environmental Stress Screening

FACO Facility and Check-Out
FAI First Article Inspection
FMS Foreign Military Sales
FTS Flight Termination System

FRACAS Failure Reporting, Analysis and Corrective Action System

GFE Government Furnished Equipment

GFE/M Government Furnished Equipment/Material

GFP Government Furnished Property

GIDEP Government Industry Data Exchange Program

GMA Guided Missile Assembly
IA Information Assurance
IBR Integrated Baseline Review
IDR Initial Deployment Round
ILS Integrated Logistics Support
IMS Integrated Master Schedule

IPR In-Process Review

ISO International Organization for Standardization

ITAR International Traffic in Arms Regulations

IT&A Integration Test & Analysis

JMSDF Japan Maritime Self-Defense Forces

KW Kinetic Warhead

LEAP Lightweight Exo-Atmospheric Projectile

LO Low Observable

LOA Letter of Offer and Acceptance
M&S Modeling & Simulation
M/PUL Missile / Propulsion Unit Log

MAIP Mission Assurance Implementation Plan MAPL Manufacturing Assembly Parts Listing

MCP Mission Control Panels
MDD Maintenance Due Date
MDS Mission Designation Series
MES Manufacturing Execution System

MICD Mechanical Interface Control Document
MIRR Material Inspection Receiving Report
MRP Manufacturing Resource Planning
MRR Mission Readiness Reviews
MSU Manufacturing Surveillance Unit

MTA Main Thruster Assembly

NALC Naval Ammunition Logistics Code

NSN National Stock Number

NAVSEA
Naval Sea Systems Command
NSWC
Naval Surface Warfare Center
OHE
Ordnance Handling Equipment
OIS
Ordnance Information System
PCO
Procuring Contracting Officer
PDM
Product Data Management
PEO
Program Executive Office

PHS&T Packaging, Handling, Storage and Transportation

REA Responsible Engineering Agent

RFP Request for Proposal RRR Range Readiness Reviews

SA Staging Assembly

SAAM Special Assignment Airlift Mission

SCS Steering Control Section

SDACS Solid Divert Attitude Control System

SE Systems Engineering
SI Security Intelligence
SM-3 Standard Missile-3

SMPD Surface Missile Processing Description

SOW Statement of Work

SPC Statistical Process Control STE Special Test Equipment

TAC Transportation Authorization Code

TE Test Equipment

TDACS Throttleable Divert Attitude Control System

TLR Top Level Requirements
TSC Tactical Support Center
TSRM Third Stage Rocket Motor
UBOB Umbilical Break-Out Box
UID Unique Identification

VLS Vertical Launch(ing) System WBS Work Breakdown Structure

APPENDIX B: CONTRACTOR FORMAT DOCUMENTATION

DESCRIPTION	SOW SECTION	FREQUENCY
Manufacturing Support Metrics	1.1, 2.12	As Required
Validate Modified Manufacturing	1,1	As Required
Processes	***	a an anadorana
Missile Log	1.1.8a	Per Round
As-built Configuration Data	1.1.8a	Per Round with delivery
		to PDM and Corona
Acceptance Test Data	1.1.8a	Per Round with delivery
1		to PDM and Corona
VLS Integrity and Canister	1.1.8c	As Required
Functional Testing		*
TE Logistics Support Requirements	1.2.1	As Required
Document		
Operational Procedures	1.3.1	As Required
Maintain Supportability	1.3.2.a	As Required
documentation with Current Missile		
Configuration		
Update Integrated Logistic Plans	1.3.2.a	As Required
FRACAS Plan	1.3.2.b	As Required
Maintain ESS Process/Plan	1.3.2.b	As Required
Update Reliability Prediction	1.3.2.b	As Required
System Safety Plan	1.3.2.c	As Required
System Safety Support Plan	1.3.2.c	As Required
Container Inventory	1.3.2.d	As Required
PHS&T Maintenance	1.3.2.e	As Required with
Documentation		Approval Required from
		Picatinny
Maintain MAPL	1.3.4.1	As Required
Maintain Operations Documentation	1.3.4.2	As Required
Work Instructions	1.3.4.2	As Required
Test Instructions	1.3.4.2	As Required
Update Demil Plan	1.3.2.a, 2.10	As Required
Algorithm Performance Analysis	2.11	As Required
DMSMS Metrics	2.12	
Life of Type Buy Assessment	2.12	
Parts Procurement Recommendation	2.12	
Maintain SM-3 Configuration	2.12	
Inventory Status	2.12	Semi-Annual
Obsolescence Parts List for all	2.12	Semi-Annual
Missile Configurations	***************************************	
Logistics Documentation	3.0	As Required
Management Review Support	4.1	As Required for the

DESCRIPTION	SOW SECTION	FREQUENCY
(Agenda, Presentation etc.)		following events – PMR, Mini Tech, Business Reviews, IBR and MRR
CPR Requirements Information	4.3c	As Required
Configuration Management Plan	4.5.b	As Required
Quality Assurance Program Plan	4,6	As required
Parts, Materials, and Processes Management Plan (PMPMP)	4.7.1	As Required
Audit Schedule	4.7.2	60 DAC; As Required
Audit results	4.7.2	not later than 30 calendar days after completion of the audit
Historical Archive	4.5.b	As Required
SM-3 CM Operating Plan	4.5.b	30DAC; As Required
Engineering Notebook	4.5.c	As Required
Supplier Audit Reports	4.7.2	30 Days after conduct of audit
Software Specification Technical Documents	4.8	As Required
Supplier Management Plan	4.9	As Required
Dock-to-stock program certificates of compliance	4.9	As Required
Unique Identification (UID) Program Plan	4.14	
Hazardous Material Control and Management Plan	6.0	

All Appendix B deliveries shall be submitted via the contractor's Product Data Management (PDM) system. The Contractor shall respond to the Government comments within 45 days of receipt of comments.