

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. P00061	3. EFFECTIVE DATE 24-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154	CODE HQ0278	7. ADMINISTERED BY (If other than Item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1161 E. HERMAN RD. TUCSON AZ 85706-9067			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. ND0024-07-C-8119
			X	10B. DATED (SEE ITEM 13) 14-May-2007
CODE 15090			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Item 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.243-2 Changes Cost Reimbursement				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 11860 See Page 2 of Summary of Changes.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
(b)(6)		(b)(6)		type or print Official
15C. DATE SIGNED 3/24/11		16C. DATE SIGNED 3/24/2011		FORM 30 (Rev. 10-83) GSA R) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOCK 14 ADD'L DESCRIPTION

The purpose of this modification is to:

- Descope CLIN 0004 from 24 Standard Missile-3 (SM-3) Block IA Missiles to 18 SM-3 Block IA Missiles.
- Update the new total value of CLIN 0004
- Incorporate release language, for CLIN 0004 only, in the event of potential future Claims
- Reference quantity and part number of risk mitigation assets proposed for six (6) All Up Rounds for CLIN 0004
- Update the Sections A, B, F, G, J and I to incorporate changes above
- In modification P00060, under CLIN 0015 the ceiling value was not increased by the amount obligated for the incentive fee. This modification administratively corrects the CLIN 0015 ceiling value.

SUMMARY OF CHANGES

1. The order quantity of CLIN 0004 Standard Missile-3 (SM-3) Block IA Missiles is hereby reduced from 24 Block IA rounds to 18 SM-3 Block IA Rounds.
2. The new total value of CLIN 0004 is (b)(4)
 - (b)(4)
 - (b)(4)
 - (b)(4) Maximum Delivery Incentive that will be withheld and potentially earned and obligated to CLIN 0015 based upon the schedule deliveries identified in Attachment 6.
3. This modification de-obligates funding in the amount of (b)(4) CLIN 0004 is fully funded.
4. The following risk mitigation hardware, as acquired by Raytheon Missile Systems throughout the performance of N00024-07-C-6119, are to be incorporated into six (6) of the All-Up-Round SM-3 Block IA missiles to be delivered under CLIN 0004:

Part Number	Item	Quantity
2265200-1	SDACS	6
R099150-71AV	KW Assy (Live)	6
G684716-027	Guidance Section	6
2248056-1	Staging Assembly	6

5. The following Release language is specified for CLIN 0004 only:

In consideration of the modification agreed to herein, this change constitutes complete equitable adjustments for the Contractor's CLIN 0004 Delta Proposal dated November 2010, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to the CLIN 0004 Stop Work Order directed by Contracting Officer direction (DACG Letter 09-0082, dated September 25, 2009).

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The CLIN description has changed from Block TBD Initial Deployment to SM-3 Block IA Missiles.

The CLIN extended description has changed from Block TBD Initial Deployment Rounds SM-3 Blk IA Buy Back to This CLIN is to manufacture 18 SM-3 Block IA Missiles.

The target cost has decreased by (b)(4) from (b)(4) to (b)(4)

The pricing detail quantity has decreased by (b)(4) from (b)(4) to (b)(4)

The target profit/fee has decreased by (b)(4) from (b)(4) to (b)(4)

The FOB has changed from Destination to Origin.

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 31-DEC-2011	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Destination	HQ0276

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 30-APR-2008 TO 28-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) (b)(6) MDA/AB 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 (b)(6) FOB: Origin	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 000407;

DC: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4214 021354 (CIN AB9KLG042140001) was decreased by (b)(4) from (b)(4) to (b)(4).

The following have been added by full text:

G-01 CONTRACT ADMINISTRATION (SEP 2010)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

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

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

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

The COR under this contract is:

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

The COTR under this contract is:

Name: (b)(6)

Organizational Code: MDA/AB

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan (April 2008) requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

Name: (b)(6)

Organizational Code: MDA/DACG

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

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

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

5252.232-9104 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993) 2003-03-25

LOCAL Include by Full Text

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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08

000114	(b)(4)	31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11

CLIN 0003 Total	(b)(4)	
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10

001511	(b)(4)	28-Feb-11
CLIN 0015		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements DEC 2010
252.222-7999 (Dev) Additional Requirements and Responsibilities Restricting the FEB 2010
 Use of Mandatory Arbitration Agreements (Deviation)

•

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	20 November 2008	24
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	20 November 2008	3
3	Statement of Work for the Aegis Ballistic Missile Defense Program/STANDARD Missile-3 Interceptor	March 2009	17
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide –Revision I	20 October 2008	11
5	Manufacturing Components Parts List	February 2008	6
6	SM-3 Program Schedule	December 2010	1
7	Vertical Launching System Canister/STANDARD Missile Processing (SM-3)	N/A	5
8	RESERVED		
9	Government Furnished Equipment (GFE) and Special Test Equipment Lists	15 July 2010	3
10	MD 57104A "STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions", with Change I	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	MD 57579 SM-3 AUR Processing Requirements	01 March 2007	28
13	Financial Accounting Data Sheet(s) (FADS)		
14	Work Breakdown Structure (WBS)	March 2009	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	December 2010	5
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan (b)(4)	23 June 2010	12
	CSDR Plan		
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Technical Data to be furnished with Limited or Restricted Rights (IAW DFARS 252.227-7013	February 2008	4
22	Flight Test Kits	February 2008	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 43		
2. AMENDMENT/MODIFICATION NO. PO0062		3. EFFECTIVE DATE 29 March 2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85708-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.243-3 Alt II, Changes - Cost Reimbursement							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 11688 See Page 2 of Summary of Changes.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
(b)(6)		DATE SIGNED 3/28/11		(b)(6)		or print ting Office	
						16C. DATE SIGNED 3/29/2011	
		30-105				FORM 30 (Rev. 10-83) GSA 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**BLOCK 14 ADD'L DESCRIPTION**

The purpose of this modification is to:

1. Award CLIN 0016 to provide twenty-four (24) SM-3 Block IB Flight Test Rounds (FTRs) and establish Option CLIN 0017 for a quantity of nine (9) SM-3 Block IB FTRs.
2. Provided funding in the amount of (b)(4) under SubCLIN 001601.
3. The following attachments have been revised:
 - Contract Data Requirements Lists (CDRLs)
 - Attachment 3 - Statement of Work
 - Attachment 6 - SM-3 Delivery Schedule
 - Attachment 9 - Government Furnished Equipment/Material (GFE/M)
 - Attachment 12 - AUR Processing & Recertification Requirements
 - Attachment 13 - Data Rights
 - Attachment 14 - Work Breakdown Structure (WBS)
 - Attachment 16 - Shipping Instructions
 - Attachment 18 - Cost & Software Data Reporting Plan DD2794
4. The following attachments are newly incorporated:
 - Attachment 8 - Transfer Material List
 - Attachment 21 - Organizational Conflict of Interest (OCI)
 - Attachment 23 - Block IB Flight & Tactical Missile Configuration

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

SUMMARY OF CHANGES**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES**CLIN 0016**

The CLIN description has changed from RESERVED to SM-3 Block IB Flight Test Rounds (FTRs).
The CLIN extended description This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles.

Deliveries:

Three (3) FTRs (for FTM-19)	March 31, 2012
Six (6) FTRs	June 30, 2012
Six (6) FTRs	September 30, 2012
Six (6) FTRs	December 31, 2012
Three (3) FTRs	March 31, 2013

has been added.

The target cost has increased by (b)(4) from (b)(4) to (b)(4).
The pricing detail quantity (b)(4) has been added.
The target profit/fee has increased by (b)(4) from (b)(4) to (b)(4).
The unit of issue Unit has been added.
The FOB has changed from Destination to Origin.
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4).
The maximum delivery incentive fee is (b)(4).
The total value of CLIN 0016 with max delivery incentive is (b)(4).

CLIN 0017

The CLIN description has changed from RESERVED to SM-3 Block IB Flight Test Rounds (FTRs).
The CLIN extended description This CLIN includes nine (9) Block IBs Flight Test Rounds.

Deliveries:

Three (3) - FTRs	March 31, 2013
Six (6) - FTRs	June 30, 2013

has been added.

The target cost has increased by (b)(4) from (b)(4) to (b)(4).
The pricing detail quantity (b)(4) has been added.
The target profit/fee has increased by (b)(4) from (b)(4) to (b)(4).
The unit of issue Unit has been added.
The option status has changed from No Status to Option.
The FOB has changed from Destination to Origin.
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4).
The maximum delivery incentive fee is (b)(4).

The total value of CLIN 0017 with max delivery incentive is (b)(4)

SUBCLIN 001601 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001601	Incremental Funding CPIF PR# 4331 Basic FOB: Destination PURCHASE REQUEST NUMBER: HQ000614331				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DS CIN: HQ0006143310001				

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0016

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Above
Target
Below
Target

Share Ratio

(b)(4)

(b)(4)

SCHEDULE INCENTIVE:

On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0016 & Option 0017, if exercised as stated in Section B

(b)(4)

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

Cost Plus Incentive Fee Schedule

Applicable to ONLY OPTION CLIN 0017, if exercised

Total Estimated Costs

Cost of Money

Target Cost

COST INCENTIVE:

Minimum Fee

Target Fee

Maximum Fee

Share Ratio

Above
Target

Share Ratio

Below
Target

SCHEDULE INCENTIVE:

On Schedule – No later than 1 day prior to the contract delivery dates (See Attachment 6) and no earlier than as specified in the “Determination of Schedule Incentive Fee” clause for CLINs 0016 & Option 0017, if exercised as stated in Section B

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

The following have been added by full text:

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINs 0016 and Option 0017, if exercised)

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

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

Schedule Incentive: The fee payable under this contract shall be equal to b percent of the target cost of **each missile DD250'd** based on the contract delivery dates in Attachment 6 as follows:

CLIN 0016: 3 rounds from date of award through 30 March 2012; 6 rounds in any increment starting 01 January 2012 through 29 June 2012; 6 rounds in any increment starting 01 April 2012 through 29 September 2012; 6 rounds in any increment starting 01 July 2012 through 30 December 2012; 3 rounds in any increment starting 01 October 2012 through 30 March 2013.

Option CLIN 0017: 3 rounds in any increment from 01 October 2012 through 31 March 2013; 6 rounds in any increment starting 01 January 2013 through 30 June 2013.

Any missile delivered late to the contract required date (See Attachment 6) shall earn b % fee.

- (1) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (2) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provided evidence. The Government will notify the Contractor within three (3) working days of receipt of Contractor provided evidence if 1) the Government concurs with the submitted completion date; and 2) the Government concurs that the specified requirements have been met. MDA/AB determination shall be final notwithstanding any other term or condition of the contract or determination made in other contexts by other Government officials.

Option CLIN 0017 – Use of Material

The Government agrees that, if it should procure additional SM-3 Block IB rounds, then the next nine (9) rounds of SM-3 Block IB hardware shall include the 9 units of in-process hardware initiated under HQ0276-08-C-0001 (CLIN 0001) and currently in-process at Raytheon. All such hardware must conform to all of the contractually mandated requirements. At the Government's election, it may merge this hardware with additional procurement items without affecting the option pricing.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been added by full text:

C-01 SCOPE OF WORK (MAY 2005)

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

SECTION D - PACKAGING AND MARKING

The following included by full text have been revised:

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

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

The following have been added by full text:

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

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

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

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

Missile Defense Agency, MDA/AB
17211 Avenue D, Suite 160
Dahlgren, VA 22448

(b)(6)

SECTION E - INSPECTION AND ACCEPTANCE

The Acceptance/Inspection Schedule for CLIN 0016 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001601:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The Acceptance/Inspection Schedule for CLIN 0017 has been changed from:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

To:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following have been added by reference:

252.246-7000 Material Inspection And Receiving Report

MAR 2008

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0016:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-MAR-2011 TO 31-MAR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001601:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-MAR-2011 TO 31-MAR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item has been added to CLIN 0017:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 31-DEC-2011 TO 30-JUN-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following have been added by reference:

52.242-17 Government Delay Of Work

APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001601:

Funding on SUBCLIN 001601 is initiated as follows:

ACRN: DS

CIN: HQ0006143310001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00
000001 000001

2520 HQ000614331

Increase: (b)(4)

Total: (b)(4)

The following have been added by full text:

G-01 CONTRACT ADMINISTRATION (SEP 2010)

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

a. CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: (b)(6)

Organizational Code: MDA/DACG

Telephone Number: (b)(6)

E-Mail Address: (b)(6)

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

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

The COR under this contract is:

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

The COTR under this contract is:

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

c. CONTRACTING OFFICIAL FOR eSRS

FAR 52.219-9, Small Business Subcontracting Plan (April 2008) requires the use of the Electronic Subcontracting Reporting System (eSRS) for subcontract reporting. The contracting official for eSRS under this contract is:

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

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

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

a. Requirement for Electronic Payment Requests by WAWF-RA

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

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

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

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

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

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

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

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

1. Contractors approved under the Defense Contract Audit Agency's (DCAA) direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within 5 days of its submission to the disbursing office.

2. Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the notice to rescind the direct submission authority, the contractor will immediately begin to submit invoices for the affected contracts to DCAA.

3. When authorized by the DCAA in accordance with DFARS 242.803(b) (i) (C), the contractor may submit interim payment requests. Such authorization does not extend to the first and final vouchers. Vouchers requesting interim payments shall be submitted no more than once every two weeks. For indefinite delivery type contracts, interim payment requests shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment request.

4. The contractor agrees to segregate costs incurred under this contract at the level of performance, either task or subtask, or CLIN or SUBCLIN, rather than on a total contract basis, and to submit vouchers reflecting costs incurred at that level. Vouchers shall contain summaries of work charged during the period covered, as well as overall cumulative summaries for all work invoiced to date, by line item, subline item, task or subtask. Delivery orders will be segregated by individual order.

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

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

ITEM(S) AWARDED	ALLOTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08

000309	(b)(4)	31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		

000701	(b)(4)	31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
001601		31-Jul-11
CLIN 00016		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0015, 0016, and Option 0017, if exercised vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

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

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

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-06 INSURANCE (Apr 2009)

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

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

H-08 PUBLIC RELEASE OF INFORMATION (APR 2009)

- a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operations Manual" (DoD 5220.22-M). At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material, such as press releases, photographs, fact sheets, advertising, posters, compact discs, videos, etc.
- b. All materials which relate to the work performed by the contractor under this contract shall be submitted to MDA for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime contractor to MDA.
- c. The MDA review and approval process for contractors working under an MDA contract starts with the contracting officer's representative (COR).
 - (1) The contractor shall request a copy of MDA form "Security and Policy Review Worksheet for Public Release Review" (.pdf format) or any superseding form from the MDA.
 - (2) The contractor shall complete Blocks 1, 2, 3 and 6 of Worksheet (or comply with the instructions of any superseding form) and submit it with materials to be cleared to the COR (see paragraph j. below). If the information was previously cleared, provide the Public Release Case Number if available and a copy of the previous document highlighting the updated information.
 - (3) The COR may affirm "public releaseability" by signing the Statement of Certification in Block 7 of the Worksheet.
 - (4) The COR will forward the Worksheet with the materials to be cleared to the MDA designated point of contact for Block 8 approval and submission of package to MDA/PA.
 - (5) The COR will notify the contractor of the agency's final decision regarding the status of the request.

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

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

(2) Written statement, including:

(a) To whom the material is to be released

(b) Desired date for public release

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

(d) The contract number.

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

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

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

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

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

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

Missile Defense Agency/AB

Attn: (b)(6)

17211 Avenue D, Suite 160

Dahlgren, VA 22448

H-10 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (APR 2009)

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

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

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

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of

its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

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

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

H-11 MDA VISIT AUTHORIZATION PROCEDURES (APR 2009)

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

Missile Defense Agency,
Security Operations Center
7100 Defense Pentagon
Washington, DC 20301-7100
Telephone No.: (703) 697-8204 Facsimile No.: (703) 693-1526

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

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

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter no longer supports this contract. This requirement shall apply to both Contractor and employee initiated termination of services and to temporary suspension of services.

b. The contractor will cooperate with COR in taking the following actions (facilitating the employee's return of all badges, keycards, and passes). Specifically, upon notification, the COR will work with the Technical Area Security Officer (TASO)/Office Security Manager (OSM) to ensure timely action to:

- (1) remove the employee from the current Visit Authorization Request/Letter;
- (2) cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) terminate the MDA LAN account/access privileges.

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

H-15 EXERCISE OF OPTIONS (MAY 2005)

Any option under this contract shall be exercised by a unilateral contract modification signed by the Contracting Officer. Specific contract line items or sub-line items delineating a description of the supplies or services, quantity requirements, and a corresponding delivery schedule for the exercised options shall be identified in the unilateral contract modification. The Government may exercise from time to time, either in whole or in part, some or all the option line items. An option shall be exercised by issuance, within 30 days prior to the end of the current contract period, of a unilateral modification for the subsequent option requirements.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
0003	15 February 2008
0004	30 April 2008
0009	29 February 2008
0012	30 May 2008
0017	31 December 2011
0021	15 July 2010
0022	15 July 2010

H-25 ACQUISITION OMBUDSMAN (APR 2009)

The MDA Acquisition Ombudsman is the Executive Director of the Agency. Government and contractor personnel may directly contact the Acquisition Ombudsman to ask that he inquire into any acquisition integrity issue and resolve it appropriately. The Acquisition Ombudsman will assist in handling integrity, fairness or other issues associated with individual contracts, source selections, award fee recommendations, and negotiations. His objective is to help MDA ensure that our processes, and their implementation, are fair, unbiased and consistent. You may contact the Acquisition Ombudsman at 703-697-7691, or by mail at Missile Defense Agency/DX, 7100 Defense Pentagon, Washington, D.C. 20307-7100.

H-33 PROGRAM SYNCHRONIZATION (Nov 2010)

a. The Missile Defense Agency (MDA) requires the synchronized integration of platforms, sensors, and other components of the BMDS which were or are under separate development by multiple contractors. MDA uses the concept of End-to-End (EtE) performance to serve as the organizing principle that aligns and synchronizes these efforts to achieve the desired operational end-state for the BDMS. Synchronization is defined as the logical alignment of management, design, development, integration, modification, verification and validation, and test activities and processes such that sensors, data links, command and control (C2), and interceptors smoothly and optimally integrate within well-defined and commonly understood requirements and interfaces.

b. During the performance of this contract, the Contractor shall provide technical data and other information (to include limited and restricted rights data as defined by DFARS 252.227-7013 and 252.227-7014 or information protected under the Freedom of Information Act Exemption 4) to other Ballistic Missile Defense (BMD) Contractors and Government agencies to facilitate MDA objectives.

c. Pursuant to paragraphs (a) and (b) above the Contractor shall negotiate appropriate Associate Contractor Agreements (ACAs) and Non-Disclosure Agreements (NDAs) with other Contractors as necessary to implement the exchanges of technical data and other information required, ensure total system EtE performance, and also to protect technical data and other information from unauthorized disclosure or use. These agreements must not restrict any of the Government's rights established pursuant to this or any other contract. A copy of each ACA and amendments to ACAs shall be provided to the PCO in order for the Government to document the flow of information.

d. When associate contracts have been entered into or modified as described in this clause, the associate contractors and general information on the purpose of the associate contracts will be incorporated into this clause as shown below:

Company Name	Contract # and Description	ACA Purpose
(b)(4)	HQ0276-10-C-0001	Aegis BMD Weapon System Development

e. The ACAs shall, at a minimum, include the following general information: (1) Identify the associate contractors and their relationships; (2) Identify the program involved and the relevant Government contracts of the associate contractors; (3) Describe the associate contractor interfaces by general subject matter; (4) Specify the categories of information to be exchanged or support to be provided; (5) Include the expiration date (or event) of the ACA; and (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of technical data or other information and restrictions on employees.

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

g. Nothing in this clause shall take precedence over any other clause or provision of this contract nor does it in any way effect the Government's technical data rights.

The following have been added by full text:

ORGANIZATIONAL CONFLICT OF INTEREST

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

(2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) The Missile Defense Agency's OCI policy is in Attachment 21 of this contract.

c. Access to and Use of Government Information: If the Contractor in performing this contract obtains access to non-public information regarding the Government's program plans and actual or anticipated resources or to proprietary information belonging to others, the Contractor agrees that, without prior written approval of the Contracting Officer, it shall not release such information or use it:

- (1) for any non-Government purpose;
- (2) to compete for work prior to it being released or made available to the public or other offerors; or
- (3) to submit an unsolicited proposal to the Government

d. Access to and Protection of Proprietary Information: The Contractor agrees to treat proprietary data in accordance with the provisions of FAR 9.505-4. The Contractor shall enter into a written agreement for the protection of the proprietary data of others and exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

e. Subcontracts: Within ninety (90) days, the Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies for first and second tier non-COTS suppliers. In the event that a subcontractor takes exception to this clause, the Contracting Officer shall be notified of the potential impact and the recommended solution. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights. Within two (2) business days of contract award, the contractor shall provide a copy of this clause to all its 1st tier entities, including other business units, with whom it has a consulting agreement, teaming agreement, subcontract, or other arrangement for provision of services or supplies.

f. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflicts of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form for each MDA, Ballistic Missile Defense (BMD), and BMD-related contract or subcontract (form shall be requested from the Procuring Contracting Officer).

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

g. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government or take other appropriate actions.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

h. Government Indemnity: The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the Contractor, its employees, subcontractors or agents provided the information, data or software contains proprietary markings or the Contractor has been advised that it is proprietary.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.211-1	Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29	AUG 1998
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JAN 2006
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.232-18	Availability Of Funds	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7999 (Dev)	Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation)	FEB 2010
252.234-7001	Notice of Earned Value Management System	APR 2008

The following have been added by full text:

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

Any contract awarded as a result of this solicitation will be ~~DX-A2~~ rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.216-10 INCENTIVE FEE (MAR 1997)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts--

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

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

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

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

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

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

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it) is not a small business concern under NAICS Code 336414 assigned to contract number N00024-07-C-6119.

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

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

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

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

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

(End of clause)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove parts from Government property for use or for installation on other Government property.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

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

Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

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

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Property records means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property. See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are--

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;

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

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, theft, damage or destruction is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals that are economically beneficial to recover; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by ``lot'' along with metal content, estimated weight and estimated value.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (APR 2008)

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

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

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

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

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

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

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

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

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

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

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

(b)(4)

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

(b)(4)

(End of clause)

The following have been modified:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: www.arnet.gov/far/ and DFAR: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

The following were previously included by reference and are now included by full text:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

The following were previously included by full text and are now included by reference:

52.222-2	Payment For Overtime Premiums	JUL 1990
52.234-4	Earned Value Management System	JUL 2006
52.244-6	Subcontracts for Commercial Items	SEP 2006

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	March 2011	23
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	August 2009	4
3	Statement of Work	March 2011	51
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	March 2011	1
7	RESERVED		
8	Transfer Material List	March 2011	3
9	Government Furnished Equipment and Material (GFE/M) List	March 2011	5
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	SM-3 AUR Processing Requirements REV C	November 2008	28
13	Data Rights	December 2010	6
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	March 2011	6
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794	March 2011	15
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Block IB Flight & Tactical Missile Configuration	December 2010	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00063		3. EFFECTIVE DATE 08-Apr-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 "Limitation of Funds"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION. (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 112115 The purpose of this modification is to: (1) provide an increment of funds to CLIN 0016 in the amount of (b)(4) (ACRN "DT") and (2) update the risk mitigation hardware part numbers provided in Modification P00061 for CLIN 0004 award							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, or have been changed, remain unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 08-Apr-2011			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following risk mitigation hardware part numbers have been updated, as acquired by Raytheon Missile Systems throughout the performance of N00024-07-C-6119, are to be incorporated into six (6) of the All-Up-Round SM-3 Block IA missiles to be delivered under CLIN 0004:

Part Number	Item	Quantity
2265200-1	SDACS	6
R099150-41AV	KW Assy (Live)	2
R099150-51AV	KW Assy (Live)	1
R099150-61AV	KW Assy (Live)	1
R099150-71AV	KW Assy (Live)	2
G684716-204	Guidance Section	2
G684716-205	Guidance Section	1
G684716-206	Guidance Section	1
G684716-207	Guidance Section	2
2248056-1	Staging Assembly	6

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001602 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001602	Incremental Funding CPIF PR# 5191 Basic FOB: Destination PURCHASE REQUEST NUMBER: HQ000615191				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DT CIN: HQ0006151910001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001602:

INSPECT AT
N/AINSPECT BY
N/AACCEPT AT
N/AACCEPT BY
Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001602:

Funding on SUBCLIN 001602 is initiated as follows:

ACRN: DT

CIN: HQ0006151910001

Acting Data: 044411 097 0400 000 N 20112012 D 40603892C00 2520 HQ000615191
000001 000001

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO</u> <u>COST PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08

000105	(b)(4)	29-Feb-08
000106		29-Feb-08
000107		31-Jul-08
000108		31-Jul-08
000109		30-Apr-08
000110		31-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09

000333	(b)(4)	30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08

001502	(b)(4)	31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015 Total		
001602		31-Jul-11
001601		31-Jul-11
CLIN 00016 Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 00021 Total		30-Sep-11
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4), and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00064		3. EFFECTIVE DATE 24-May-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer. <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 "Limitation of Funds"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 2276 The purpose of this modification is to (1) provide an increment of funding to CLIN 0016 in the amount of (b)(4) (ACRN "DU") and (2) update clause G-06 to reflect new the funded value							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 24-May-2011			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001603 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001603	Incremental Funding CPIF Provide an increment of funding to CLIN 0016. PR Basic #58626. FOB: Destination PURCHASE REQUEST NUMBER: 5862				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DU CIN: 58620001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001603:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001603:

Funding on SUBCLIN 001603 is initiated as follows:

ACRN: DU

CIN: 58620001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00
000001 000001

2520 HQ000615862

Increase: (b)(4)

Total: (b)(4)

The following have been added by full text:

G-06 ALLOTMENT OF FUNDS (MAY 2005).

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

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

<u>ITEM(S) AWARDED</u>	<u>ALLOTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08

000116	(b)(4)	31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11

CLIN 0003	(b)(4)	
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10

001509	(b)(4)	28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
CLIN 0015		
Total		
001603		30-Sep-11
001602		31-Jul-11
001601		31-Jul-11
CLIN 00016		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00065		3. EFFECTIVE DATE 01-Jun-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-33 "Limitation of Funds"							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 12724 The purpose of this modification is to provide delivery incentive fee based on CLIN 0004 deliveries. RMS is hereby granted authority to invoice the full amount of funding provided on SubCLIN 001511 in the amount of (b)(4). The remaining (b)(4) is hereby obligated on SubCLIN 001512 (ACRN DV). A total of (b)(4) is obligated and available for invoice for CLIN 0004 SM-3 Block 1A deliveries. Clause G-06 "Allotment of Funds" is updated to reflect the updated funding profile.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED			
(Signature of person authorized to sign)				16C. DATE SIGNED 01-Jun-2011			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
 The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001512 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001512	Earned Incentive Fee CPIF Provide delivery incentive funding for CLIN 0004 deliveries FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04217				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DV CIN: AB9KLG042170001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001512:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001512:

Funding on SUBCLIN 001512 is initiated as follows:

ACRN: DV

CIN: AB9KLG042170001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4217 021354

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

ITEM(S) AWARDED	ALLOTTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08

000110	(b)(4)	31-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001 Total		
		29-Feb-08
000301		31-Mar-08
000302		30-Sep-08
000303		30-Sep-08
000304		31-Dec-08
000305		30-Sep-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09

000336	(b)(4)	30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08
CLIN 0005 Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
001501		31-Dec-08
001502		31-Dec-11

001503	(b)(4)	30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
CLIN 0015		
Total		
001603		30-Sep-11
001602		31-Jul-11
001601		31-Jul-11
CLIN 00016		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00066		3. EFFECTIVE DATE 13-Jun-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.222-32, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 112883 The purpose of this modification is to: 1. Provide funding for CLIN 0016 in the amount of (b)(4) \$ (b)(4) to Cost and (b)(4) to Target Fee under ACRN DW SubCLIN 001604 and 2. Updated the MDA G-06 Allotment of Funds Except as provided herein, all other terms and conditions of the contract remain unchanged and full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				<div style="background-color: #cccccc; height: 100px; width: 100%;"></div>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 13-Jun-2011			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001604 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001604	Incremental Funding CPIF PR# 6874 BASIC FOB: Destination PURCHASE REQUEST NUMBER: 6874				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DW CIN: 68740001				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001604:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 001604:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 24-MAR-2011 TO 31-MAR-2013	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001604:

Funding on SUBCLIN 001604 is initiated as follows:

ACRN: DW

CIN: 68740001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00 2520 HQ000616874 000001 000001

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

<u>ITEM(S)</u> <u>AWARDED</u>	<u>ALLOTED TO</u> <u>COST PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>ESTIMATED</u> <u>PERIOD OF</u> <u>PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08

000107	(b)(4)	31-Jul-08
000108		31-Jul-08
000109		30-Apr-08
000110		31-Jul-08
000111		30-Apr-08
000112		31-Dec-08
000113		30-Apr-08
000114		31-Dec-08
000115		31-Dec-08
000116		31-Dec-08
000117		30-Jun-09
000118		30-Sep-09
000119		28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09

000336	(b)(4)	30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10

001506	(b)(4)	30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
CLIN 0015		
Total		
001601		31-Jul-11
001602		31-Jul-11
001603		30-Sep-11
001604		30-Sep-11
CLIN 00016		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V		PAGE OF PAGES 1 8	
2. AMENDMENT/MODIFICATION NO. P00067		3. EFFECTIVE DATE 28-Jul-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 52.222-32, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 13519 The purpose of this modification is to provide funding in the amount of (b)(4) for CLIN 0016.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 28-Jul-2011			

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 001605 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001605	Incremental Funding CPIF PR# HQ000618096 FOB: Destination PURCHASE REQUEST NUMBER: HQ000618096				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DX CIN: HQ0006180960001				

SUBCLIN 001606 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001606	Incremental Funding CPIF PR# HQ000618088 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ000618088				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DY CIN: HQ0006180880001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001605:

Funding on SUBCLIN 001605 is initiated as follows:

ACRN: DX

CIN: HQ0006180960001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00
000001 000001

2520 HQ000618096

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001606:

Funding on SUBCLIN 001606 is initiated as follows:

ACRN: DY

CIN: HQ0006180880001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00
000001 000001

2520 HQ000618088

Increase: (b)(4)

Total: (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

ITEM(S) AWARDED	ALLOTTED TO COST PERIOD OF PERFORMANCE	TARGET FEE	TOTAL ALLOTTED TO CPIF	INCENTIVE FEE AWARDED	ESTIMATED PERIOD OF PERFORMANCE
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08

000308	(b)(4)	30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08

CLIN 0005 Total	(b)(4)	
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
CLIN 0015 Total		
001601		31-Jul-11
001602		31-Jul-11
001603		30-Sep-11
001604		30-Sep-11
001605		30-Sep-11
001606		30-Sep-11
CLIN 00016 Total		

	(b)(4)	
001801		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE: V	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO. P00068	3. EFFECTIVE DATE 01-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY (CODE) MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 100 DANLQREN VA 22048-5154	HQ0276	7. ADMINISTERED BY (if other than item 6) DCMA RAYTHEON TUCSON BLOG 801 MS J-2 TUCSON AZ 85734-1337		(CODE) S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMAN'S RD. TUCSON AZ 85705-0007			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-8119	
			X 10B. DATED (SEE ITEM 13) 14-May-2007	
(CODE) 15090			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority) X Mutual Agreement of Both Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 12694 See page 2 for summary of changes.				
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">(b)(6)</div> <div style="width: 40%;">(b)(6)</div> <div style="width: 20%; text-align: right;"> type or print ing Official 162. DATE SIGNED 20 Sep 2011 </div> </div>				

APPROVED BY OIRM 11-84

30-10

* Executed pursuant to RMS Letter 11-00001, DCR 103
dated 19 September 2011

FORM 30 (Rev. 10-83)
by CSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:**BLOCK 14 ADD'L DESCRIPTION**

The purpose of this modification is to:

Execute an Undefined Contract Action (UCA) with a Not To Exceed in the amount of (b)(4). This UCA will allow continuation of the Standard Missile-3 (SM-3) Block 1A production. Under this UCA, Raytheon is not authorized to purchase any parts for the Third Stage Rocket Motor (TSRM) until further direction from the Government.

This modification provides funding in the total amount of (b)(4) for the UCA for the respective CLINS; CLIN 0018 (b)(4) CLIN 0019 (b)(4) CLIN 0020 (b)(4) and CLIN 0023 (b)(4)

This modification also provides funding for CLIN 0016 in the amount of (b)(4)

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

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4)

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0018
The contract type has changed from CPIF to COST.
The CLIN description has changed from RESERVED to SM-3 Block IA Missile.
The CLIN extended description The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile. has been added.
The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)
The pricing detail quantity (b)(4) has been added.
The unit of issue Unit has been added.
The cost constraint NTE has been added.
The total cost of this line item has increased by (b)(4) from UNDEFINED to (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	SM-3 Block IA Missile	1	Unit		(b)(4)
	COST				
	The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile.				
	FOB: Origin				
				ESTIMATED COST	(b)(4)

CLIN 0019

The contract type has changed from CPIF to COST.

The CLIN description has changed from RESERVED to SM-3 Block IA Missiles.

The CLIN extended description The contractor will manufacture, assemble, test and deliver 22 Block IA missiles has been added.

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The pricing detail quantity (b)(4) has been added.

The unit of issue Unit has been added.

The cost constraint NTE has been added.

The total cost of this line item has increased by (b)(4) from UNDEFINED to (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		22	Unit		(b)(4)
	SM-3 Block IA Missiles				
	COST				
	The contractor will manufacture, assemble, test and deliver 22 Block IA missiles				
	FOB: Origin				

ESTIMATED COST

(b)(4)

CLIN 0020

The contract type has changed from CPIF to COST.

The CLIN description has changed from RESERVED to SM-3 Block IA Sustainment Engineering.

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The unit of issue Hours has been added.

The cost constraint NTE has been added.

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020			Hours		(b)(4)
	SM-3 Block IA Sustainment Engineering				
	COST				
	FOB: Origin				

ESTIMATED COST

(b)(4)

SUBCLIN 001607 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001607	Incremental Funding CPIF RFA# HQ000618926 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000618926				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN ED CIN: HQ0006189260001				

SUBCLIN 001608 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001608	Incremental Funding CPIF RFA# HQ000618886 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000618886				(b)(4)
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EE CIN: HQ0006188860001				

SUBCLIN 001801 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001801	Incremental Funding COST RFA# HQ000618887 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000618887				(b)(4)
	ACRN EC CIN: HQ0006188870001			ESTIMATED COST	

SUBCLIN 001901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001901	Incremental Funding COST RFA# HQ000618888 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000618888				(b)(4)
	ACRN DZ CIN: HQ0006188880001			ESTIMATED COST	

SUBCLIN 002001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002001	Incremental Funding COST RFA# HQ000618889 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ000618889				(b)(4)
	ACRN EA CIN: HQ0006188890001			ESTIMATED COST	

CLIN 0023 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	SM-3 Block IA Restart COST FOB: Destination		Lot		(b)(4)
ESTIMATED COST					

SUBCLIN 002301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002301	Incremental Funding COST RFA# HQ000618890 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ000618890				(b)(4)
ESTIMATED COST					
ACRN EB CIN: HQ0006188900001					

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001801:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 001901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for CLIN 0023:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 002301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Origin	Government	Origin	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0018:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001801:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to CLIN 0019:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 001901:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to CLIN 0020:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Origin	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item has been added to CLIN 0023:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

The following Delivery Schedule item has been added to SUBCLIN 002301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2011 TO 17-FEB-2012	N/A	MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154 FOB: Destination	HQ0276

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001607:

Funding on SUBCLIN 001607 is initiated as follows:

ACRN: ED

CIN: HQ0006189260001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00 2520 HQ000618926
000001 000001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001608:

Funding on SUBCLIN 001608 is initiated as follows:

ACRN: EE

CIN: HQ0006188860001

Acctng Data: 044411 097 0400 000 N 20112012 D 40603892C00 2520 HQ000618886
000001 000001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001801:

Funding on SUBCLIN 001801 is initiated as follows:

ACRN: EC

CIN: HQ0006188870001

Acctng Data: 044411 097 0300 000 N 20102012 D 10950000000 2520 HQ000618887
000001 000001

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001901:

Funding on SUBCLIN 001901 is initiated as follows:

ACRN: DZ

CIN: HQ0006188880001

Acctng Data: 044411 097 0300 000 N 20112013 D 10350000000
000001 000001

2520 HQ000618888

Increase

(b)(4)

Total:

(b)(4)

SUBCLIN 002001:

Funding on SUBCLIN 002001 is initiated as follows:

ACRN: EA

CIN: HQ0006188890001

Acctng Data: 044411 097 0300 000 N 20112013 D 10350000000
000001 000001

2520 HQ000618889

Increase

(b)(4)

Total:

(b)(4)

SUBCLIN 002301:

Funding on SUBCLIN 002301 is initiated as follows:

ACRN: EB

CIN: HQ0006188900001

Acctng Data: 044411 097 0300 000 N 20112013 D 10350000000
000001 000001

2520 HQ000618890

Increase:

(b)(4)

Total:

(b)(4)

The following have been added by full text:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

	<u>ALLOTTED TO COST PERIOD OF PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED TO CPIF</u>	<u>INCENTIVE FEE AWARDED</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09
000119					28-Feb-10
000120					28-Feb-10
CLIN 0001 Total					
					29-Feb-08
000301					31-Mar-08
000302					30-Sep-08
000303					30-Sep-08
000304					31-Dec-08
000305					30-Sep-08
000306					30-Sep-08
000307					30-Sep-08
000308					30-Sep-08

000309	(b)(4)	31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003 Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08
000404		31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004 Total		
000501		30-Nov-08

CLIN 0005 Total	(b)(4)	
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007 Total		
000801		
CLIN 0008 Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009 Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013 Total		
001402		31-Mar-11
CLIN 0014 Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		30-Apr-10
001508		30-Sep-10
001509		28-Feb-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
CLIN 0015 Total		
001601		31-Jul-11
001602		31-Jul-11
001603		30-Sep-11
001604		30-Sep-11
001605		30-Sep-11
001606		30-Sep-11
001607		30-Sep-11
001608		30-Sep-11

CLIN 00016 Total	(b)(4)	
001801		17-Feb-12
CLIN 0018 Total		
001901		17-Feb-12
CLIN 0019 Total		
002001		17-Feb-12
CLIN 0020 Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021 Total		30-Sep-11
002301		17-Feb-12
CLIN 0023 Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

The following have been modified:

G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, Option 0017, if exercised, 0018, 0019, 0020, 0021, and 0023 vouchers shall contain actual hours and costs by cost element (cost elements shall be at the lowest level of identification/ discrimination consistent with the Contractor's cost accounting system) and overall cumulative summaries of all work vouchered to date.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

- (1) (b)(4) percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts, provided that the Government's payments to the Contractor will not exceed (b)(4) percent of the allowable costs of those subcontractors.
- (2) (b)(4) percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed (b)(4) of the allowable costs of those subcontractors.
- (3) (b)(4) percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed (b)(4) percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes--

- (1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;
- (2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
 - (i) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
 - (A) In accordance with the terms and conditions of a subcontract or invoice; and
 - (B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;
 - (iii) Direct labor;

(iv) Direct travel;

(v) Other direct in-house costs; and

(vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

(e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A **cost plus incentive fee and cost plus fixed fee action** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit **cost plus incentive fee and cost plus fixed fee** proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows:

Proposal Receipt	September 30, 2011
Technical Evaluation Complete	November 15, 2011
Negotiations Complete	January 20, 2012
Issue Definitization Modification	February 17, 2012

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized

contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated ~~cost ceiling~~ in no event to exceed (b)(4)

(End of clause)

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

Exhibit/Attachment Table of Contents

Exhibit	Title	Date	Pages
A	Contract Data Requirements List, DD Form 1423	March 2011	23
Attachment	Title	Date	Pages
1	CDRL Addressee List	February 2008	2
2	CDRL Distribution List	August 2009	4
3	Statement of Work	June 2011	52
4	Contract Security Classification Specification, DD Form 254 with Security Classification Guide – Revision 1	20 October 2008	11
5	Manufacturing Components Parts List	September 2009	2
6	SM-3 Program Schedule	June 2011	1
7	Block 1A Restart & Requalification Plan	July 2011	51
8	Transfer Material List	March 2011	3
9	Government Furnished Equipment and Material (GFE/M) List	June 2011	7
10	MD 57104A “STANDARD Missile Program Quality & Systems Engineering, Quality & Reliability Provisions”, with Change 1	26 June 2000	47
11	ECP Leader Instruction	06 February 2002	8
12	SM-3 AUR Processing Requirements REV C	November 2008	28
13	Software/Technical Data to be Furnished to the Government with Limited or Restricted Data Rights	December 2010	6
14	Work Breakdown Structure (WBS)	March 2011	3
15	Work Breakdown Structure (WBS) Dictionary	March 2009	9
16	Shipping Instruction Data	June 2011	6
17	Block 1A Configuration	February 2008	1
18	Cost and Software Data Reporting Plan DD2794	March 2011	15
19	FMS SM-3 Blk 1A Configuration	March 2006	2
20	SM-3 Spares Manufacturing Components Material List	15 July 2010	4
21	Organizational Conflict of Interest (OCI)	July 2009	3
22	Flight Test Kits	February 2008	1
23	Block 1B Flight & Tactical Missile Configuration	December 2010	1

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE V		PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. P00069		3. EFFECTIVE DATE 23-Sep-2011		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 160 DAHLGREN VA 22448-5154		CODE HQ0276		7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119			
				X 10B. DATED (SEE ITEM 13) 14-May-2007			
CODE 15090		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.222-32, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 14164 The purpose of this modification is to obligate a total amount of (b)(4) under CLIN 0015. This funding is being obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) under the applicable ACRNs stated in this modification, until the Contracting Officer provides authorization.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				(b)(6)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED					
(Signature of person authorized to sign)							
				16C. DATE SIGNED 26-Sep-2011			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by (b)(4) from (b)(4) to (b)(4).

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4).
The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4).

SUBCLIN 001507

*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. The total incentive fee obligated for this SLIN is (b)(4). Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization..

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001507	Earned Incentive Fee COST *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. The total incentive fee obligated for this SLIN is (b)(4). Raytheon is not authorized to bill against the obligated fee until the Contracting Officer provides authorization. FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF02196 ACRN CY CIN: AB9IAF021960001			ESTIMATED COST	(b)(4)

SUBCLIN 001509

*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization..

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001509	Funding for Potential Incentive Fee COST *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04204 ESTIMATED COST ACRN DF CIN: AB9KLG042040001				(b)(4)

SUBCLIN 001512

*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization (b)(4) was previously earned. This is for CLIN 0004 Delivery Incentive.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001512	Funding for Earned & Potential Fee COST *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. (b)(4) was previously earned. This is for CLIN 0004 Delivery Incentive FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04217 ESTIMATED COST ACRN DV CIN: AB9KLG042170001				(b)(4)

SUBCLIN 001513 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001513	Funding for Potential Incentive Fee COST *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. FOB: F.O.B.Vessel, Port of Shipment PURCHASE REQUEST NUMBER: AB9KLG04213 ESTIMATED COST ACRN EF CIN: AB9KLG042130001				(b)(4)

SUBCLIN 001514 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001514	Funding for Potential Incentive Fee COST *Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization. FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG05103 ESTIMATED COST ACRN EG CIN: AB9KLG051030001				(b)(4)

SUBCLIN 001515 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001515	<p>Funding for Potential Incentive Fee</p> <p>COST</p> <p>*Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.</p> <p>FOB: Origin</p> <p>PURCHASE REQUEST NUMBER: AB9KLG05105</p>				(b)(4)
				ESTIMATED COST	
	ACRN EH				
	CIN: AB9KLG051050001				

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

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

SUBCLIN 001507:

CY: 9700400.2520 10 BM 2520 40603892C00 255Y S12135 MD0E209B2C2196 020524 (CIN AB9IAF021960001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001509:

DF: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4204 021434 (CIN AB9KLG042040001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001512:

DV: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E2C4217 021354 (CIN AB9KLG042170001) was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001513:

Funding on SUBCLIN 001513 is initiated as follows:

ACRN: EF

CIN: AB9KLG042130001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C4213 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001514:

Funding on SUBCLIN 001514 is initiated as follows:

ACRN: EG

CIN: AB9KLG051030001

Acctng Data: 9700300.2520 10 BM 2520 10950000000 255Y S12135 MD0E209E3C5103 021434

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 001515:

Funding on SUBCLIN 001515 is initiated as follows:

..... ACRN: EH

..... CIN: AB9KLG051050001

..... Acctng Data: 9700300.2520.10.BM.2520.10950000000.255Y.S12135.MD0E209E3C5105.021434

..... Increase: (b)(4)

..... Total (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

	<u>ALLOTTED TO</u> <u>COST PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08
000115					31-Dec-08
000116					31-Dec-08
000117					30-Jun-09
000118					30-Sep-09

000119	(b)(4)	28-Feb-10
000120		28-Feb-10
CLIN 0001		
Total		
000301		29-Feb-08
000302		31-Mar-08
000303		30-Sep-08
000304		30-Sep-08
000305		31-Dec-08
000306		30-Sep-08
000307		30-Sep-08
000308		30-Sep-08
000309		31-Dec-08
000310		28-Feb-11
000311		31-Dec-08
000312		31-Dec-08
000313		31-Dec-08
000314		31-Dec-08
000315		31-Dec-08
000316		
000317		28-Feb-11
000318		30-Sep-09
000319		30-Sep-09
000320		30-Sep-09
000321		30-Sep-09
000322		30-Sep-09
000323		30-Sep-09
000324		30-Sep-09
000325		30-Sep-09
000326		30-Sep-09
000327		30-Sep-09
000328		30-Sep-09
000329		30-Sep-09
000330		30-Sep-09
000331		30-Sep-09
000332		30-Sep-09
000333		30-Sep-09
000334		30-Sep-09
000335		30-Sep-09
000336		30-Sep-09
000337		30-Sep-09
000338		
000339		28-Feb-11
000340		30-Sep-10
000341		28-Feb-11
CLIN 0003		
Total		
000401		30-Sep-08
000402		30-Sep-08
000403		30-Sep-08

000404	(b)(4)	31-Mar-09
000405		31-Jan-10
000406		31-Dec-11
000407		31-Dec-11
000408		31-Dec-11
CLIN 0004		
Total		
000501		30-Nov-08
CLIN 0005		
Total		
000701		31-Jul-09
000702		30-Mar-09
CLIN 0007		
Total		
000801		
CLIN 0008		
Total		
000901		31-Dec-09
000902		30-Oct-10
CLIN 0009		
Total		
001302		31-Mar-11
001303		31-Mar-11
CLIN 0013		
Total		
001402		31-Mar-11
CLIN 0014		
Total		
001501		31-Dec-08
001502		31-Dec-11
001503		30-Oct-09
001504		30-Apr-10
001505		30-Apr-10
001506		30-Apr-10
001507		31-Dec-11
001508		30-Sep-10
001509		31-Dec-11
001510		30-Sep-10
001511		28-Feb-11
001512		31-Dec-11
001513		31-Dec-11
001514		31-Dec-11
001515		31-Dec-11
CLIN 0015		
Total		

001601	(b)(4)	31-Jul-11
001602		31-Jul-11
001603		30-Sep-11
001604		30-Sep-11
001605		30-Sep-11
001606		30-Sep-11
001607		30-Sep-11
001608		30-Sep-11
CLIN 00016		
Total		
001801		17-Feb-12
CLIN 00018		
Total		
001901		17-Feb-12
CLIN 00019		
Total		
002001		17-Feb-12
CLIN 00020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 00021		30-Sep-11
Total		
002301		17-Feb-12
CLIN 00023		
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. <i>P00070</i>	3. EFFECTIVE DATE 26-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 17211 AVENUE D SUITE 180 DAHLGREN VA 22448-5154	CODE HQ0276	7. ADMINISTERED BY (If other than item 6) DCMA RAYTHEON TUCSON BLDG 801 MS J-2 TUCSON AZ 85734-1337		CODE S0305A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-0067			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-07-C-6119
			X	10B. DATED (SEE ITEM 13) 14-May-2007
CODE 15090			FACILITY CODE	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Mutual Agreement Between the Parties				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: (b)(6) 114196 The purpose of this modification is to deobligate (b)(4) from CLIN 0014 under ACRN BE SubCLIN 001401. Except as provided herein, all other terms and conditions of the contract remain unchanged and in full force and effect.				
(b)(6)			(b)(6)	
ment referenced in Item 9A o int)			type or print) <i>ing Office</i>	
15C. DATE SIGNED 9/26/11			16C. DATE SIGNED 9/27/11	
30-1			FORM 30 (Rev. 10-83) by GSA R) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 001401:

BE: AA 97-11X8242 8FJT 252 4Q452 0 068342 2D CCXT04 S44BUESS104Z (CIN N0002408MP510370001) was decreased by (b)(4) from (b)(4) to (b)(4)

The following have been modified:

G-06 ALLOTMENT OF FUNDS (MAY 2005)

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

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

	<u>ALLOTED TO</u> <u>COST PERIOD OF</u> <u>PERFORMANCE</u>	<u>TARGET FEE</u>	<u>TOTAL ALLOTED</u> <u>TO CPIF</u>	<u>INCENTIVE FEE</u> <u>AWARDED</u>	<u>Funds Exhaust Date</u>
000101	(b)(4)				29-Feb-08
000102					29-Feb-08
000103					29-Feb-08
000104					29-Feb-08
000105					29-Feb-08
000106					29-Feb-08
000107					31-Jul-08
000108					31-Jul-08
000109					30-Apr-08
000110					31-Jul-08
000111					30-Apr-08
000112					31-Dec-08
000113					30-Apr-08
000114					31-Dec-08

(b)(4)	
000115	31-Dec-08
000116	31-Dec-08
000117	30-Jun-09
000118	30-Sep-09
000119	28-Feb-10
000120	28-Feb-10
CLIN 0001	
Total	
	29-Feb-08
000301	31-Mar-08
000302	30-Sep-08
000303	30-Sep-08
000304	31-Dec-08
000305	30-Sep-08
000306	30-Sep-08
000307	30-Sep-08
000308	30-Sep-08
000309	31-Dec-08
000310	28-Feb-11
000311	31-Dec-08
000312	31-Dec-08
000313	31-Dec-08
000314	31-Dec-08
000315	31-Dec-08
000316	
000317	28-Feb-11
000318	30-Sep-09
000319	30-Sep-09
000320	30-Sep-09
000321	30-Sep-09
000322	30-Sep-09
000323	30-Sep-09
000324	30-Sep-09
000325	30-Sep-09
000326	30-Sep-09
000327	30-Sep-09
000328	30-Sep-09
000329	30-Sep-09
000330	30-Sep-09
000331	30-Sep-09
000332	30-Sep-09
000333	30-Sep-09
000334	30-Sep-09
000335	30-Sep-09
000336	30-Sep-09
000337	30-Sep-09
000338	
000339	28-Feb-11
000340	30-Sep-10
000341	28-Feb-11
CLIN 0003	
Total	

(b)(4)	
000401	30-Sep-08
000402	30-Sep-08
000403	30-Sep-08
000404	31-Mar-09
000405	31-Jan-10
000406	31-Dec-11
000407	31-Dec-11
000408	31-Dec-11
CLIN 0004	
Total	
000501	30-Nov-08
CLIN 0005	
Total	
000701	31-Jul-09
000702	30-Mar-09
CLIN 0007	
Total	
000801	
CLIN 0008	
Total	
000901	31-Dec-09
000902	30-Oct-10
CLIN 0009	
Total	
001302	31-Mar-11
001303	31-Mar-11
CLIN 0013	
Total	
001402	31-Mar-11
CLIN 0014	
Total	
001501	31-Dec-08
001502	31-Dec-11
001503	30-Oct-09
001504	30-Apr-10
001505	30-Apr-10
001506	30-Apr-10
001507	31-Dec-11
001508	30-Sep-10
001509	31-Dec-11
001510	30-Sep-10
001511	28-Feb-11
001512	31-Dec-11
001513	31-Dec-11

001514	(b)(4)	31-Dec-11
001515		31-Dec-11
CLIN 0015		
Total		
001601		31-Jul-11
001602		31-Jul-11
001603		30-Sep-11
001604		30-Sep-11
001605		30-Sep-11
001606		30-Sep-11
001607		30-Sep-11
001608		30-Sep-11
CLIN 00016		
Total		
001801		17-Feb-12
CLIN 0018		
Total		
001901		17-Feb-12
CLIN 0019		
Total		
002001		17-Feb-12
CLIN 0020		
Total		
002101		30-Sep-11
002102		30-Sep-11
002103		30-Sep-11
CLIN 0021		30-Sep-11
Total		
002301		17-Feb-12
CLIN 0023		
Total		
Grand Total		

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

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

(d) The following SubCLINs 001301, 001401, 002201, and 002202 are Firm-Fixed-Price (FFP), and are fully funded in the amount of (b)(4) and is not included in the allotment of funds clause.

(End of Summary of Changes)