

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-A2	PAGE OF PAGES 1 198		
2. CONTRACT (Proc. Inst. Ident.) NO. N00024-07-C-6119-P00114		3. EFFECTIVE DATE 14 May 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2050 1333 ISSAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2050		CODE N00024	6. ADMINISTERED BY (If other than Item 5) DCMA RAYTHEON TUCSON P.O. BOX 11337 BLDG 801 M/S D4 TUCSON AZ 85734-1337		CODE S0305A		
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state, and zip code) RAYTHEON MISSILE SYSTEMS COMPANY 1151 E. HERMANS RD. TUCSON AZ 85706-9367			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT		
CODE 15090			10. SUBMIT INVOICES (4 copies, unless otherwise specified) TO THE ADDRESS SHOWN IN:				
11. SHIP TO/MARK FOR See Schedule		FACILITY CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0239		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 141 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					(b)(4)		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return () copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference, herein. (Attachments are listed herein.)			18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6)				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 14-May-2007		
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)				

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Block 08 Initial Deployment Ro CPIF Block 08 Initial Deployment Rounds SM-3 Blk IA (FY07). This CLIN also includes 14 each MK72 boosters (costs moved from CLIN 0008). FOB: Origin	27	Unit		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Incremental Funding for CLIN 0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AA CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Incremental Funding for CLIN 0001. CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AC CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Incremental Funding for CLIN 0001. CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AD CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Incremental Funding for CLIN.0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AE CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Incremental Funding for CLIN.0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AF CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Incremental Funding for CLIN.0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AG CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	Incremental Funding for CLIN.0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AJ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	Incremental Funding for CLIN.0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD83482				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AL CIN: AB9SCD834820001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD83483				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AM				(b)(4)

CIN: AB9SCD834830001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110	Incremental Funding for CLIN.0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD83493.				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AN CIN: AB9SCD834930001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000111	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD83496				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AP CIN: AB9SCD834960001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000112	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84233				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AU CIN: AB9SCD842330001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000113	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84317				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AV CIN: AB9SCD843170002				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000114	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: MIPRN0002408MP12976				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BF CIN: MIPRN0002408MP129760001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000115	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: MIPRN0002408MP12993				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT. COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BF CIN: MIPRN0002408MP129930001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000116	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD85990				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BH CIN: AB9SCD859900001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000117	Incremental Funding for CLIN 0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BQ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000118	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF95162				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CR CIN: AB9IAF951620001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000119	Incremental Funding for CLIN 0001 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF00353				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CT CIN: AB9IAF003530001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000120	Provide funding to CLIN 0001 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN.CZ CIN: AB9IAF021900001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data for Items 0001, 0003, 0004. CPIF Data for Items 0001, 0003, 0004 (See Note A) - Not Separately Priced (NSP) FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000301					(b)(4)
	Incremental Funding for CLIN 0003 CPIF FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AA CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000302	Incremental Funding for CLIN 0003 CPIE FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AK CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000303	Incremental Funding for CLIN 0003 CPIE FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AT CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000304	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84963.				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AW CIN: AB9SCD849630001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000305	Incremental Funding for CLIN 0003. CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84964.				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AZ CIN: AB9SCD849640001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000306	Incremental Funding for CLIN.0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84966				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BA CIN: AB9SCD849660001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000307	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84967				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BB				(b)(4)

CIN: AB9SCD849670001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000308	Incremental Funding for CLIN 0003 CPIE FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84990				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BC CIN: AB9SCD849900001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000309	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: MIPRN0002408MP12995				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BG CIN: MIPRN0002408MP129950003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000310	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD86141				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BJ CIN: AB9SCD861410003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000311	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AAB9SCD86221				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BK CIN: AAB9SCD862210003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000312	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD86195				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BL CIN: AB9SCD861950003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000313	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD86196				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BM CIN: AB9SCD861960003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000314	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AAB9SCD86197				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BN CIN: AAB9SCD861970003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000315	Incremental Funding for CLIN 0003 CPIE FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BP				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000316	Procurement Funding for CLIN 0003 CPIF Procurement Funding for SM-3 Block IA Missiles. FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD93356				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BT CIN: AB9SCD933560003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000317	Procurement Funding for CLIN 0003 CPIF Procurement funding for SM-3 Block IA Missiles FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BU CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000318	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87299				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BV CIN: AB9IAF872990001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000319	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87359				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BW CIN: AB9IAF873590001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000320	Incremental Funding for CLIN 0003 CPIE FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87361.				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT. COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BX CIN: AB9IAF873610001.				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000321	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87362				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BY CIN: AB9IAF873620001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000322	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87363				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BZ CIN: AB9IAF873630001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000323	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87364				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CA CIN: AB9IAF873640001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000324	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87366				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CB CIN: AB9IAF873660001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000325	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87373				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CC CIN: AB9IAF873730001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000326	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87374				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CD CIN: AB9IAF873740001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000327	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87377				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	(b)(4)
	ACRN CE CIN: AB9IAF873770001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000328	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87380				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CF CIN: AB9IAF873800001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000329	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87381				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CG CIN: AB9IAF873810001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000330	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87383				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CH CIN: AB9IAF873830001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000331	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87384				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CJ CIN: AB9IAF873840001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000332	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87385				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CK CIN: AB9IAF873850001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000333	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87386				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CL CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000334	Incremental Funding for CLIN 0003 CPIE FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87388				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CM CIN: AB9IAF873880001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000335	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87389				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CN CIN: AB9IAF873890001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000336	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87390				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CP CIN: AB9IAF873900001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000337	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF87512				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CQ CIN: AB9IAF875120001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000338	Incremental Funding for CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF01894				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CV CIN: AB9IAF018940003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000339	Incremental funding CLIN 0003 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04199				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DA CIN: AB9KLG041990001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000340	CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9RAB04232				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DD CIN: AB9RAB042320001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000341	Incremental Funding CLIN 0003 CPIF Provide increment of funding to CLIN 0003 FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG05102				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DJ CIN: AB9KLG051020003				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	SM-3 Block IA Missiles	18	Unit		(b)(4)
EXERCISED OPTION	CPIF				
	This CLIN is to manufacture 18 SM-3 Block IA Missiles.				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Incremental Funding for CLIN 0004				(b)(4)
	CPIF				
	FCR# AB9SCD84208				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AR				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000402	Incremental Funding for CLIN 0004 CPIF FCR# AB9SCD84212 FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AS CIN: 00				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000403	Incremental Funding for CLIN 0004 CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84989				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AY CIN: AB9SCD849890001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000404	Incremental Funding for CLIN 0004 CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BR CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000405	Incremental Funding CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB91AF96597				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN CS CIN: AB91AF965970001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000406	Incremental Funding CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04206				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DB CIN: AB9KLG042060001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000407	Incremental Funding CPIF FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04214				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DC CIN: AB9KLG042140001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000408	Incremental Funding CPIE Provide an increment of funds to CLIN 0004 FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG05104				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DK CIN: AB9KLG051040004				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	SM-3 Block IA Initial Deployme CPIF SM-3 Block IA Initial Deployment Rounds for FMS Case: JA-P-LUX FOB: Origin	9	Unit		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000501	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AB CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Data for Items 0005, 0007, 0009. CPIF Data for Items 0005, 0007, 0009 (See Note A) - Not Separately Priced (NSP) FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701					(b)(4)
	CPIF				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AH				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000702					(b)(4)
	Incremental Funding for CLIN 0007				
	CPIF				
	Funding for SLIN 000702				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002409MP50394				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN BS				(b)(4)
	CIN: N0002409MP503940007				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008					(b)(4)
EXERCISED	Manufacturing Components - US				
OPTION	CPIF				
	Manufacturing Components - US				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000801					(b)(4)
	ACRN AA				
	CPIF				
	ACRN AA				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AA				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		9	Unit		(b)(4)
EXERCISED OPTION	SM-3 Block IA Initial Deployme CPIF SM-3 Block IA Initial Deployment Rounds for FMS Case: JA-P-LWA FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000901					(b)(4)
	Funding for CLIN 0009 CPIF MIPR N0002408MP50661 and MIPR N0002408MP50661 FOB: Origin PURCHASE REQUEST NUMBER: MIPRN0002408MP50661				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AQ CIN: MIPRN0002408MP506610001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000902	Funding CLIN.0009. CPIF MIPR N0002408MP50661-01 FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN AQ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	Manufacturing Components - FMS CPIF Manufacturing Components - FMS FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Obsolote Parts				(b)(4)
OPTION	CPIE				
	Obsolote Parts				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Flight Test Round Kits	13	Unit		(b)(4)
OPTION	CPIE				
	Flight Test Round Kits				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	United States (US) Spares CPIF Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the US Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20 FOB: Origin	1	Lot		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001301	Incremental funding CLIN 0013 FFP FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD84896				(b)(4)
				NET AMT	(b)(4)
	ACRN BD CIN: AB9SCD848960001				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001302	Incremental Funding CPIF RFA# AB9KLG04576 BASIC FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04576				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DG CIN: AB9KLG045760001				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001303	Incremental Funding for CLIN 0013 CPIF Provide an increment of funding to CLIN 0013. FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG05107				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DL CIN: AB9KLG051070013				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Foreign Military Sales (FMS) Spares CPIF	1	Lot		(b)(4)
Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the Foreign Military Sales (FMS) case "JA-P-FQV" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20					
FOB: Origin					
TARGET COST					(b)(4)
TARGET FEE					(b)(4)
TOTAL TGT COST + FEE					(b)(4)
MINIMUM FEE					(b)(4)
MAXIMUM FEE					(b)(4)
SHARE RATIO ABOVE TARGET					
SHARE RATIO BELOW TARGET					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001401	Incremental Funding CLIN 0014 FFP FOB: Origin PURCHASE REQUEST NUMBER: N0002408MP51037				(b)(4)
NET AMT					(b)(4)
ACRN BE CIN: N0002408MP510370001					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001402	Incremental Funding CPIF MIPR# N0002410MP60645 FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60645				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DH CIN: N0002410MP606450001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Schedule Incentive Fee Earned COST FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001501	Schedule Incentive Fee Earned CLIN 0005 COST MIPR# N0002408MP50976 Amendment 1 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN AB CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001502	Schedule Incentive Fee Earned COST Incentive Fee earned for early delivery of missiles for CLIN 0001 in accordance with the "Cost Plus Incentive Fee Schedule" and the "SM-3 Program Schedule" Attachment 6. FOB: Origin PURCHASE REQUEST NUMBER: AB9SCD91367				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN BQ CIN: AB9SCD913670001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001503	Incentive fee earned for CLIN 0007 COST FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN BS CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001504	Earned Incentive Fee COST FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF95159				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN CU CIN: AB9IAF951590001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001505	Earned Incentive Fee COST FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF93674				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN CW CIN: AB9IAF936740001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001506	Earned Incentive Fee COST Earned Incentive for CLIN 0001 FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF00354				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN CX CIN: AB9IAF003540001				(b)(4)

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				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN CY CIN: AB9IAF021960001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001508	Earned Incentive Fee COST Incentive fee earned for CLIN 0003 deliveries FOB: Origin PURCHASE REQUEST NUMBER: AB9IAF95095				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN DE CIN: AB9IAF950950001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001509	Earned Incentive Fee COST FOB: Origin PURCHASE REQUEST NUMBER: AB9KLG04204				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN DF CIN: AB9KLG042040001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001510	Earned Incentive Fee COST Incentive fee for CLIN 0009 deliveries. (b)(4) from MIPR N0002408MP50661 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN AQ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001511	Earned Incentive Fee COST FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN CS CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001512	Earned Incentive Fee COST				(b)(4)
	FOB: Destination PURCHASE REQUEST NUMBER: AB9KLG04217				
				ESTIMATED COST	(b)(4)
	ACRN DV CIN: AB9KLG042170001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001513					(b)(4)
	COST				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: AB9KLG04213				
				ESTIMATED COST	(b)(4)
	ACRN EF				(b)(4)
	CIN: AB9KLG042130001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001514					(b)(4)
	COST				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: AB9KLG05103				
				ESTIMATED COST	(b)(4)
	ACRN EG				(b)(4)
	CIN: AB9KLG051030001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001515					(b)(4)
	Earned Incentive Fee				
	COST				
	Incentive fee earned for CLIN 0004 deliveries.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: AB9KLG05105				
				ESTIMATED COST	(b)(4)
	ACRN EH				(b)(4)
	CIN: AB9KLG051050001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001516	Funding for Potential Incentive Fee COST				(b)(4)
	Funding in the amount of (b)(4) is obligated for future delivery incentive fee earned for CLIN 0018. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: HQ000619501				
				ESTIMATED COST	(b)(4)
	ACRN ET				(b)(4)
	CIN: HQ0006195010001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001517	Funding for Potential Incentive Fee CPIF				(b)(4)
	PR# HQ0006211070 BASIC				
	Funding in the amount of (b)(4) is obligated for potential incentive fee earned for CLIN 0019. Raytheon is not authorized to bill against the (b)(4) until the Contracting Officer provides authorization.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: HQ000629957-0001				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GT				(b)(4)
	CIN: HQ0006299570015				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001518					(b)(4)

Earned Incentive Fee

CPIF

Funding in the amount of (b)(4) is obligated for potential incentive fee earned for CLIN 0016. Raytheon has been authorized for a total amount of (b)(4) for incentive fee earned for CLIN 0016 deliveries. Raytheon is not authorized to bill against the remaining amount of (b)(4) until the Contracting Officer provides authorization.

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0006217049

TARGET COST

(b)(4)

TARGET FEE

(b)(4)

TOTAL TGT COST + FEE

(b)(4)

MINIMUM FEE

(b)(4)

MAXIMUM FEE

(b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN GW

CIN: HQ00062170490015

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001519					(b)(4)

Delivery Incentive Fee

CPIF

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

FOB: Destination

PURCHASE REQUEST NUMBER: HQ0006218093

TARGET COST

(b)(4)

TARGET FEE

(b)(4)

TOTAL TGT COST + FEE

(b)(4)

MINIMUM FEE

(b)(4)

MAXIMUM FEE

(b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN GX

CIN: HQ00062180930015

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001520					(b)(4)

Funding in support of CLIN 0015

CPIF

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

FOB: Origin

PURCHASE REQUEST NUMBER: HQ0006218910

TARGET COST (b)(4)

TARGET FEE (b)(4)

TOTAL TGT COST + FEE (b)(4)

MINIMUM FEE (b)(4)

MAXIMUM FEE (b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN GX

CIN: HQ00062189100004

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001521					(b)(4)

Funding in support of CLIN 0015

CPIF

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

FOB: Origin

PURCHASE REQUEST NUMBER: HQ0006218906

TARGET COST (b)(4)

TARGET FEE (b)(4)

TOTAL TGT COST + FEE (b)(4)

MINIMUM FEE (b)(4)

MAXIMUM FEE (b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ACRN GX

CIN: HQ00062189060002

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		24	Unit		(b)(4)

SM-3 Block IB Flight Test Rounds (FTRs)

CPIF

This CLIN includes twenty-four (24) Block IBs Flight Test Rounds (FTRs) Missiles.

Deliveries:

One (1) FTR May 30, 2012

One (1) FTR June 30, 2012

Five (5) FTRs October 31, 2012

Eight (8) FTRs January 31, 2013

*Nine (9) FTRS April 30, 2013

*Last four (4) rounds are not eligible for schedule incentive

FOB: Origin

TARGET COST

(b)(4)

TARGET FEE

(b)(4)

TOTAL TGT COST + FEE

(b)(4)

MINIMUM FEE

(b)(4)

MAXIMUM FEE

(b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

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

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DT CIN: HQ0006151910001				(b)(4)

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

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DW CIN: 68740001				(b)(4)

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DX CIN: HQ0006180960001				(b)(4)

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DY CIN: HQ0006180880001				(b)(4)

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN ED CIN: HQ0006189260001				(b)(4)

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	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EE CIN: HQ0006188860001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001609	Incremental Funding CPIF RFA# HQ000619391 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619391				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET.	
				SHARE RATIO BELOW TARGET.	
	ACRN EJ CIN: HQ0006193910001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001610	Incremental Funding CPIF RFA# HQ000619437 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619437				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EK CIN: HQ0006194370001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001611	Incremental Funding CPIF RFA# HQ000619440 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619440				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EL CIN: HQ0006194400001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001612	Incremental Funding CPIF RFA# HQ000619444 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619444				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EM CIN: HQ0006194440001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001613	Incremental Funding CPIF RFA# HQ000619445 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619445				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EN CIN: HQ0006194450001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001614	Incremental Funding CPIF RFA# HQ000619446 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619446				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EP CIN: HQ0006194460001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001615	Incremental Funding CPIF RFA# HQ000619551 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619551				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EQ CIN: HQ0006195510001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001616	Incremental Funding CPIF RFA# HQ000619556 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619556				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN ER CIN: HQ0006195560001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001617	Incremental Funding CPIF RFA# HQ000619563 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619563				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN ES CIN: HQ0006195630001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001618	Incremental Funding CPIF RFA# HQ000619608 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619608				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EW CIN: HQ0006196080001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001619	Incremental Funding CPIF RFA# HQ000619610 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619610				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EX CIN: HQ0006196100001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001620	Incremental Funding CPIF RFA# HQ000619611 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619611				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EY CIN: HQ0006196110001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001621	Incremental funding CPIF RFA# HQ000619613 FOB: Origin PURCHASE REQUEST NUMBER: HQ000619613				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN EZ CIN: HQ0006196130001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001622	Incremental Funding CPIF RFA# HQ000619615.BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619615				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FA CIN: HQ0006196150001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001623	Incremental Funding CPIF RFA# HQ000619616.BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619616				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FB CIN: HQ0006196160001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001624	Incremental Funding CPIF RFA# HQ000619618 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619618				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FC CIN: HQ0006196180001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001625	Incremental Funding CPIF RFA# HQ000619619 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619619				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FD CIN: HQ0006196190001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001626	Incremental Funding CPIF HQ000619436 BASIC FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FE CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001627	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FF CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001628	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FG CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001629	Incremental Funding FFP FOB: Origin				(b)(4)
				NET AMT	(b)(4)
	ACRN FH CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001630	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FJ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001631	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FK CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001632	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FL CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001633	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FM CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001634	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FN CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001635	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FP CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001636	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FQ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001637	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FR CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001638	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FS CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001639	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FT CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001640	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FU CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001641	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FV CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001642	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FW CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001643	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FX CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001644	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FY CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001645	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN FZ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001646	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GA CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001647	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GB CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001648	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GC CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001649	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GD				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001650	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GE				(b)(4)
	CIN: 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001651	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GF CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001652	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GG CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001653	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GH CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001654	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GJ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001655	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GK CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001656	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GL CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001657	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GM CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001658	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GN CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001659	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GP CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001660	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GQ CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001661	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GR CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001662	Incremental Funding CPIF FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GS CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001663	Incremental Funding CPIF PR# HQ0006215729 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006215729				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN.GW CIN: HQ00062157290001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001664	Incremental Funding CPIF PR# HQ0006217049 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006217049				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN.GW CIN: HQ00062170490001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001665	Incremental Funding CPIF This ACRN and SubCLIN is funded by following PRs: HQ0006217293 BASIC, HQ0006218127 BASIC & HQ0006219896 BASIC. FOB: Destination PURCHASE REQUEST NUMBER: HQ0006217293				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GY CIN: HQ00062172930001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001666	Incremental Funding CPIF PR# HQ0006218419 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006218419				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GZ CIN: HQ00062184190001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001667	Incremental Funding CPIF PR# HQ0006219343 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219343				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN HB CIN: HQ00062193430001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001668	Incremental Funding CPIF PR# HQ0006219877 BASIC & PR# HQ0006219893 FOB: Destination PURCHASE REQUEST NUMBER: HQ0006219877				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET.	
				SHARE RATIO BELOW TARGET.	
	ACRN GV CIN: HQ00062198770016				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001669	Incremental Funding CPIF PR# HQ0006219891 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0006219891				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN HC CIN: HQ00062198910016				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001670	Incremental Funding CPIF PR# HQ0276320197 BASIC FOB: Destination PURCHASE REQUEST NUMBER: HQ0276320197				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN HD CIN: HQ02763201970016				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	SM-3 Block IB Material	1	Lot		(b)(4)
EXERCISED OPTION	CPIF				
	This CLIN is for SM-3 Block IB Material Only.				
	FOB: Origin				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001701	Funding for CLIN 0017.				(b)(4)
	CPIF				
	PR# HQ0006211661 BASIC				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: HQ0006211661				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GV				(b)(4)
	CIN: HQ00062116610001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Unit		(b)(4)

SM-3 Block IA Missile.

CPIF

The contractor will manufacture, assemble, test, and deliver (1) SM-3 Block IA Missile.

Deliveries:

One (1)..... December 31, 2013.

FOB: Origin

TARGET COST

(b)(4)

TARGET FEE

(b)(4)

TOTAL TGT COST + FEE

(b)(4)

MINIMUM FEE

(b)(4)

MAXIMUM FEE

(b)(4)

SHARE RATIO ABOVE TARGET

SHARE RATIO BELOW TARGET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001801					(b)(4)

Incremental Funding

COST

RFA# HQ000618887.BASIC

FOB: Origin

PURCHASE REQUEST NUMBER: HQ000618887

ESTIMATED COST

(b)(4)

ACRN EC

CIN: HQ0006188870001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001802	Incremental Funding COST RFA# HQ000619500 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619500				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN EU CIN: HQ0006195000001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001803	Incremental Funding CPIF PR# HQ000619501 BASIC FOB: Origin				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN ET CIN: HQ0006195010001				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	SM-3 Block IA Missiles CPIF The contractor will manufacture, assemble, test, and deliver twenty-two (22) Block IA missiles. Deliveries: Two (2) FTR & Nine (9) December 31, 2013. Eleven (11) April 30, 2014 FOB: Origin	22	Unit		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001902	Incremental Funding COST PR# HQ000629957 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000629957				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GT CIN: HQ0006299570019				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001903	Incremental Funding COST PR# HQ0006210459 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ0006210459				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GU CIN: HQ00062104590019				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	SM-3 Block IA Sustainment Engineering CPFF		Hours		(b)(4)
	Under this CLIN, the contractor shall provide engineering design support, analysis, and trade studies in support of SM-3 Block IA and IB manufacturing. FOB: Origin				
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002002	Incremental Funding COST				(b)(4)
	PR# HQ000629957 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000629957				
				ESTIMATED COST	(b)(4)
	ACRN GT CIN: HQ0006299570020				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002003	Incremental Funding COST PR# HQ0006210459 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ0006210459				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GU CIN: HQ00062104590020				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002004	Funding in support of CLIN 0020. COST Funding for Sustainment Engineering for additional fourteen (14) IAs. FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GX CIN: HQ00062189100001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002005	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: 18973				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN GU CIN: 189730001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002006	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219219				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN GX CIN: HQ00062192190001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002007	Funding for CLIN 0020 CPFF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006219216				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN HA CIN: HQ00062192160001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002008	Incremental Funding CPFF HQ000619501 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN ET CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002009	Incremental Funding CPFF PR AB9KLG04204 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN DF CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002010	Incremental Funding FFP AB9KLG04217 FOB: Origin				(b)(4)
				NET AMT	(b)(4)
	ACRN DV CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002011	Incremental Funding CPFF AB9KLG04213 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN EF CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002012	Incremental Funding CPFF AB9KLG05103 FOB: Origin				(b)(4)
				ESTIMATED COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4)
	ACRN EG CIN: 00000000000000000000000000000000				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Foreign Military Sales (FMS) Spares CPIF	1	Lot		(b)(4)
EXERCISED OPTION	Under this CLIN the contractor shall procure, fabricate, and assemble Standard Missile-3 (SM-3) Block IA Spares material for the FMS case "JA-P-FON". Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20. FOB: Origin				
			TARGET COST		(b)(4)
			TARGET FEE		(b)(4)
			TOTAL TGT COST + FEE		(b)(4)
			MINIMUM FEE		(b)(4)
			MAXIMUM FEE		(b)(4)
			SHARE RATIO ABOVE TARGET		
			SHARE RATIO BELOW TARGET		

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002101	Incremental Funding CPIF				(b)(4)
	This funding is obligated for the "Booster" under the FMS case JA-P-FON. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859				
			TARGET COST		(b)(4)
			TARGET FEE		(b)(4)
			TOTAL TGT COST + FEE		(b)(4)
			MINIMUM FEE		(b)(4)
			MAXIMUM FEE		(b)(4)
			SHARE RATIO ABOVE TARGET		
			SHARE RATIO BELOW TARGET		
	ACRN DM CIN: N0002410MP608590001				(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002102	Incremental funding CPIF This funding is obligated for the "Kinetic Warhead (KW) " under the FMS case JA-P-FON. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859AB				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DN CIN: N0002410MP60859AB0001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002103	Incremental Funding CPIF This funding is obligated for All other Spares material under the FMS case JA-P-FON, excepted for the Booster & KW. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP60859AC				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN DP CIN: N0002410MP60859AC0001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	FMS Inert Operational Missile FFP Under this CLIN the contractor deliver a FMS IOM for cases "JA-P-FPP and JA-P-CAW" Manufacturing Components as specified in the Spares Manufacturing Components Material List - Attachment 20 FOB: Origin	1	Lot	(b)(4)	(b)(4)
				NET AMT	(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002201	Funding FFP This funding is being provided to fund the SM-3 Kinetic Warehead (KW) for the Inert Operational Missile (IOM) under FMS Case: JA-P-FPP. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP61140			(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN DQ
CIN: N0002410MP611400001

(b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002202	Funding FFP This funding is being provided to fund the Long Lead Materials for Inert Operational Missile (IOM) under FMS Case: JA-P-CAW. FOB: Origin PURCHASE REQUEST NUMBER: N0002410MP61125			(b)(4)	(b)(4)

NET AMT

(b)(4)

ACRN DR
CIN: N0002410MP611250001

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	SM-3 Block IA Restart CPIF Under this CLIN, the contractor shall provide engineering support to restart and requalify the Block IA manufacturing line. FOB: Origin		Lot		(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002302	Incremental Funding COST RFA# HQ000619504 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000619504				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN EV CIN: HQ0006195040001				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002303	Incremental Funding COST PR# HQ000629957 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ000629957				(b)(4)
				ESTIMATED COST	(b)(4)
	ACRN GT CIN: HQ0006299570023				(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002304	Incremental Funding COST PR# HQ0006210459 BASIC FOB: Origin PURCHASE REQUEST NUMBER: HQ0006210459				(b)(4)
	ACRN GU CIN: HQ00062104590023			ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002305	Funding in support of CLIN 0023 FFP Funding in support of CLIN 0023 FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(b)(4)
	ACRN GX CIN: HQ00062189100002			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	SM-3 Block IB Material & Build Up	14	Unit		(b)(4)
EXERCISED OPTION	CPIF				
	This CLIN is for SM-3 Block IB material and build up for the All Up Round (AUR) for nine (9) rounds.				

Deliveries:

Nine (9) July 31, 2013

FOB: Origin

TARGET COST	(b)(4)
TARGET FEE	(b)(4)
TOTAL TGT COST + FEE	(b)(4)
MINIMUM FEE	(b)(4)
MAXIMUM FEE	(b)(4)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002401	Funding for CLIN 0024				(b)(4)
	CPIF				
	PR# HQ0006218093 BASIC Funding to exercise Option CLIN 0024				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQ0006218093				

TARGET COST	(b)(4)
TARGET FEE	(b)(4)
TOTAL TGT COST + FEE	(b)(4)
MINIMUM FEE	(b)(4)
MAXIMUM FEE	(b)(4)
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

ACRN GX

(b)(4)

CIN: HQ00062180930024

ITEM NO.	SUPPLIES/SERVICES	AMOUNT
002402	Incremental Funding ACRN GX	(b)(4)
	PURCHASE REQUEST NUMBER: HQ0006218094	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002403	Funding in Support of CLIN 0024 CPIF				(b)(4)
	Funding for five (5) additional Standard Missile-3 (SM-3) Missile Rounds. This includes funding for L3 Tinsley 2nd source qualification and all required environmental tests.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: HQ0006218906				
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX				(b)(4)
	CIN: HQ00062189060001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Additional Qty fourteen (14) IA's CPIF The contractor will manufacture, assemble, test, and deliver (14) SM-3 Block IA Missile. FOB: Origin	14			(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002501	Funding in support of CLIN 0025 CPIF FOB: Origin PURCHASE REQUEST NUMBER: HQ0006218910				(b)(4)
				TARGET COST	(b)(4)
				TARGET FEE	(b)(4)
				TOTAL TGT COST + FEE	(b)(4)
				MINIMUM FEE	(b)(4)
				MAXIMUM FEE	(b)(4)
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	ACRN GX CIN: HQ00062189100003				(b)(4)

CPIF SCH'L CLIN 1,3,4,5,7,9,12

Applicable to CLINS 0001, 0003, 0004, 0005, 0007, 0009, and 0012

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee	(b)(4)	(b)(4)
Target Fee	(b)(4)	(b)(4)
Maximum Fee	(b)(4)	(b)(4)
Share Ratio Above Target	(b)(4)	
Share Ratio Below Target	(b)(4)	

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)	(b)(4)	(b)(4)
--	--------	--------

30 days ahead	(b)(4)	(b)(4)
60 days ahead	(b)(4)	(b)(4)

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.

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

SUMMARY:

Minimum Fee (min fee cost, no schedule)	(b)(4)
Target Fee (target fee cost, 1 day ahead of schedule)	(b)(4)
Maximum Fee (max fee cost, 60 days ahead of schedule)	(b)(4)

CPIF SCH'L FOR CLIN 13, 14, 21

Cost Plus Incentive Fee Schedule

Applicable to CLINS 0013, 0014, and 0021.

*These are cost incentive CLINS only. There is not a schedule incentive associated with these CLINS.

Total Estimated Costs	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee	(b)(4)	(b)(4)
Target Fee	(b)(4)	(b)(4)
Maximum Fee	(b)(4)	(b)(4)
Share Ratio Above Target	(b)(4)	
Share Ratio Below Target	(b)(4)	

CPIF SCH'L FOR CLIN 0016

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0016.

Total Estimated Costs	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee		(b)(4)	(b)(4)
Target Fee		(b)(4)	(b)(4)
Maximum Fee		(b)(4)	(b)(4)
Share Ratio	Above Target	(b)(4)	
Share Ratio	Below Target	(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 & 0024, as stated in Section B

(b)(4) (b)(4)

The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) to (b)(4) to account for the forfeiture of delivery incentive fee for the last four (4) rounds to be delivered in April 2013.

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

CPIF SCH'L FOR CLIN 0017

Cost Plus Incentive Fee Schedule

Applicable to CLIN 0017

Total Estimated Costs	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee		(b)(4)	(b)(4)
Target Fee		(b)(4)	(b)(4)
Maximum Fee		(b)(4)	(b)(4)
Share Ratio	Above Target	(b)(4)	
Share Ratio	Below Target	(b)(4)	

Under CLIN 0017, there is no potential schedule incentive fee to be earned under CLIN 0017. All schedule incentive fee will be earned under Option CLIN 0024.

CPIF SCH'L FOR CLINS 18 & 19
Cost Plus Incentive Fee Schedule

Applicable to CLINS 0018 and 0019

(See Clauses 52.216-10 and Determination of Schedule Incentive Fee Clauses)

Total Estimated Costs (b)(4)

Cost of Money (b)(4)

Target Cost (b)(4)

COST INCENTIVE:

Minimum Fee (b)(4) (b)(4)

Target Fee (b)(4) (b)(4)

Maximum Fee (b)(4) (b)(4)

Share Ratio Above Target (b)(4)

Share Ratio Below Target (b)(4)

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6) (b)(4) (b)(4)

30 days ahead (b)(4) (b)

60 days ahead (b)(4) (b)(4)

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.

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

SUMMARY:

Minimum Fee (min fee cost, no schedule) (b)(4)

Target Fee (target fee cost, 1 day ahead of schedule) (b)(4)

Maximum Fee (max fee cost, 60 days ahead of schedule) (b)(4)

CPIF SCH'L FOR CLIN 0023
Cost Plus Incentive Fee Schedule

Applicable to CLIN 0023

*This is a cost incentive CLIN only. There is no schedule incentive associated with this CLIN.

Total Estimated Cost	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee	(b)(4)	(b)(4)
Target Fee	(b)(4)	(b)(4)
Maximum Fee	(b)(4)	(b)(4)
Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	(b)(4)

CPIF SCH'L FOR CLIN 0024

Cost Plus Incentive Fee Schedule

Applicable to ONLY CLIN 0024:

Total Estimated Costs	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee	(b)(4)	(b)
Target Fee	(b)(4)	(b)
Maximum Fee	(b)(4)	(b)
Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	(b)(4)

SCHEDULE INCENTIVE:

The schedule incentive fee is based on the All Up Round (AUR) and the cumulative target cost of CLIN 0024.

(b)(4)	(b)
--------	-----

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 0024, 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.

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

CPIF SCH'L FOR CLIN 0025

Cost Plus Incentive Fee Schedule

Applicable to CLIN 0025

(See Clauses 52.216-10 Determination of Schedule Incentive Fee Clauses)

Total Estimated Cost	(b)(4)
Cost of Money	(b)(4)
Target Cost	(b)(4)

COST INCENTIVE:

Minimum Fee	(b)(4)	(b)(4)
Target Fee	(b)(4)	(b)(4)
Maximum Fee	(b)(4)	(b)(4)

Share Ratio	Above Target	(b)(4)
Share Ratio	Below Target	(b)(4)

SCHEDULE INCENTIVE: *

1 day ahead of schedule (See Attachment 6)	(b)(4)	(b)(4)
30 days ahead	(b)(4)	(b)(4)
60 days ahead	(b)(4)	(b)(4)

*Calculated per missile and is prorated by day (at (b)(4) per day) ahead of contract, up to 60 days.
**The target cost of each missile shall be determined based on the target cost of the applicable CLIN\

SUMMARY:

Minimum Fee (min fee cost, no schedule)	(b)(4)
Target Fee (target fee cost, 1 day ahead of schedule)	(b)(4)
Maximum Fee (max fee cost, 60 days ahead of schedule)	(b)(4)

All Rounds by variant must be delivered in sequential order. Different missile variants being built in parallel do not impact the schedule incentive of the other variant. If Raytheon does not meet the delivery schedule as stated in Attachment 6, Raytheon forfeits the delivery incentive associated with that milestone. In order to achieve the delivery incentive for the subsequent milestone, the rounds from the missed delivery milestone must be delivered first, and then the rounds for the subsequent milestone must be delivered by the due date. If Raytheon delivers for a particular milestone a partial delivery then Raytheon will be eligible for the delivery incentive for that partial delivery.

DETERMINATION OF SCHEDULE

DETERMINATION OF SCHEDULE INCENTIVE FEE

(Applicable to CLINs 0001, 0003, 0004, 0005, 0007, 0009, 0012, 0018, 0019 and 0025)

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's one day before the contract delivery date, as stated in Attachment 6, which is the last day of the month unless otherwise specified. If that date falls on a weekend or a federal holiday, then the due date is the next working day. Any missile delivered late to the contract required date shall earn (b)(4) fee.

- (1) The fee payable under this contract shall be increased by (b)(4) for every day, up to 60 calendar days (for maximum of an additional (b)(4) that a missile is DD250's ahead of contract required delivery date.
- (2) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (3) The date of accomplishment of the above will be determined by MDA/AB after receipt of Contractor provider 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.

DETER OF SCHD CLINS 16 & 17
DETERMINATION OF SCHEDULE INCENTIVE FEE.

(Applicable to CLINs 0016 and 0024)

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 changes 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 a 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: (b)(3):10 USC §2305(g)
(b)(3):10 USC §2305(g)

CLIN 0024: (b)(3):10 USC §2305(g)

Any missile delivered late to the contract required date (See Attachment 6) shall earn (b)(4) fee.

- (4) MDA/AB designated representative shall certify that the schedule has been met or notify the Contractor that deliver is late.
- (5) 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.

**The total delivery incentive fee pool for CLIN 0016 has been decreased by (b)(4) from (b)(4) to (b)(4) to account for the forfeiture of delivery incentive fee for the (b)(4)

CLIN 0024 – 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

CLAUSES INCORPORATED BY FULL TEXT

C-01 SCOPE OF WORK (MAY 2005)

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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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)

Contracting Officer Representative (COR)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
000101	Origin	Government	Origin	Government
000102	Origin	Government	Origin	Government
000103	Origin	Government	Origin	Government
000104	Origin	Government	Origin	Government
000105	Origin	Government	Origin	Government
000106	Origin	Government	Origin	Government
000107	Origin	Government	Origin	Government
000108	Origin	Government	Origin	Government
000109	Origin	Government	Origin	Government
000110	Origin	Government	Origin	Government
000111	Origin	Government	Origin	Government
000112	Origin	Government	Origin	Government
000113	Origin	Government	Origin	Government
000114	Origin	Government	Origin	Government
000115	Origin	Government	Origin	Government
000116	Origin	Government	Origin	Government
000117	Origin	Government	Origin	Government
000118	Origin	Government	Origin	Government
000119	Origin	Government	Origin	Government
000120	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
000301	Origin	Government	Origin	Government
000302	Origin	Government	Origin	Government
000303	Origin	Government	Origin	Government
000304	Origin	Government	Origin	Government
000305	Origin	Government	Origin	Government
000306	Origin	Government	Origin	Government
000307	Origin	Government	Origin	Government
000308	Origin	Government	Origin	Government
000309	Origin	Government	Origin	Government
000310	Origin	Government	Origin	Government
000311	Origin	Government	Origin	Government
000312	Origin	Government	Origin	Government
000313	Origin	Government	Origin	Government
000314	Origin	Government	Origin	Government
000315	Origin	Government	Origin	Government
000316	Origin	Government	Origin	Government
000317	Origin	Government	Origin	Government
000318	Origin	Government	Origin	Government
000319	Origin	Government	Origin	Government

000320	Origin	Government	Origin	Government
000321	Origin	Government	Origin	Government
000322	Origin	Government	Origin	Government
000323	Origin	Government	Origin	Government
000324	Origin	Government	Origin	Government
000325	Origin	Government	Origin	Government
000326	Origin	Government	Origin	Government
000327	Origin	Government	Origin	Government
000328	Origin	Government	Origin	Government
000329	Origin	Government	Origin	Government
000330	Origin	Government	Origin	Government
000331	Origin	Government	Origin	Government
000332	Origin	Government	Origin	Government
000333	Origin	Government	Origin	Government
000334	Origin	Government	Origin	Government
000335	Origin	Government	Origin	Government
000336	Origin	Government	Origin	Government
000337	Origin	Government	Origin	Government
000338	Origin	Government	Origin	Government
000339	Origin	Government	Origin	Government
000340	Origin	Government	Origin	Government
000341	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
000401	Origin	Government	Origin	Government
000402	Origin	Government	Origin	Government
000403	Origin	Government	Origin	Government
000404	Origin	Government	Origin	Government
000405	Origin	Government	Origin	Government
000406	Origin	Government	Origin	Government
000407	Origin	Government	Origin	Government
000408	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
000501	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
000701	Origin	Government	Origin	Government
000702	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
000801	Origin	Government	Origin	Government
0009	Origin	Government	Origin	Government
000901	Origin	Government	Origin	Government
000902	Origin	Government	Origin	Government
0010	Origin	Government	Origin	Government
0011	Origin	Government	Origin	Government
0012	Origin	Government	Origin	Government
0013	Origin	Government	Origin	Government
001301	Origin	Government	Origin	Government
001302	Origin	Government	Origin	Government
001303	Origin	Government	Origin	Government
0014	Origin	Government	Origin	Government
001401	Origin	Government	Origin	Government
001402	Origin	Government	Origin	Government
0015	Origin	Government	Origin	Government
001501	Origin	Government	Origin	Government

001502	Origin	Government	Origin	Government
001503	Origin	Government	Origin	Government
001504	Origin	Government	Origin	Government
001505	Origin	Government	Origin	Government
001506	Origin	Government	Origin	Government
001507	Origin	Government	Origin	Government
001508	Origin	Government	Origin	Government
001509	Origin	Government	Origin	Government
001510	Origin	Government	Origin	Government
001511	Origin	Government	Origin	Government
001512	N/A	N/A	N/A	Government
001513	Origin	Government	Origin	Government
001514	Origin	Government	Origin	Government
001515	Origin	Government	Origin	Government
001516	Origin	Government	Origin	Government
001517	Origin	Government	Origin	Government
001518	N/A	N/A	N/A	Government
001519	Origin	Government	Origin	Government
001520	Origin	Government	Origin	Government
001521	Origin	Government	Origin	Government
0016	Origin	Government	Origin	Government
001601	Origin	Government	Origin	Government
001602	Origin	Government	Origin	Government
001603	Origin	Government	Origin	Government
001604	Origin	Government	Origin	Government
001605	Origin	Government	Origin	Government
001606	Origin	Government	Origin	Government
001607	Origin	Government	Origin	Government
001608	Origin	Government	Origin	Government
001609	Origin	Government	Origin	Government
001610	Origin	Government	Origin	Government
001611	Origin	Government	Origin	Government
001612	Origin	Government	Origin	Government
001613	Origin	Government	Origin	Government
001614	Origin	Government	Origin	Government
001615	Origin	Government	Origin	Government
001616	Origin	Government	Origin	Government
001617	Origin	Government	Origin	Government
001618	Origin	Government	Origin	Government
001619	Origin	Government	Origin	Government
001620	Origin	Government	Origin	Government
001621	Origin	Government	Origin	Government
001622	Origin	Government	Origin	Government
001623	Origin	Government	Origin	Government
001624	Origin	Government	Origin	Government
001625	Origin	Government	Origin	Government
001626	Origin	Government	Origin	Government
001627	Origin	Government	Origin	Government
001628	Origin	Government	Origin	Government
001629	Origin	Government	Origin	Government
001630	Origin	Government	Origin	Government
001631	Origin	Government	Origin	Government
001632	Origin	Government	Origin	Government
001633	Origin	Government	Origin	Government

001634	Origin	Government	Origin	Government
001635	Origin	Government	Origin	Government
001636	Origin	Government	Origin	Government
001637	Origin	Government	Origin	Government
001638	Origin	Government	Origin	Government
001639	Origin	Government	Origin	Government
001640	Origin	Government	Origin	Government
001641	Origin	Government	Origin	Government
001642	Origin	Government	Origin	Government
001643	Origin	Government	Origin	Government
001644	Origin	Government	Origin	Government
001645	Origin	Government	Origin	Government
001646	Origin	Government	Origin	Government
001647	Origin	Government	Origin	Government
001648	Origin	Government	Origin	Government
001649	Origin	Government	Origin	Government
001650	Origin	Government	Origin	Government
001651	Origin	Government	Origin	Government
001652	Origin	Government	Origin	Government
001653	Origin	Government	Origin	Government
001654	Origin	Government	Origin	Government
001655	Origin	Government	Origin	Government
001656	Origin	Government	Origin	Government
001657	Origin	Government	Origin	Government
001658	Origin	Government	Origin	Government
001659	Origin	Government	Origin	Government
001660	Origin	Government	Origin	Government
001661	Origin	Government	Origin	Government
001662	Origin	Government	Origin	Government
001663	Origin	Government	Origin	Government
001664	Origin	Government	Destination	Government
001665	Origin	Government	Origin	Government
001666	Origin	Government	Origin	Government
001667	Origin	Government	Origin	Government
001668	N/A	N/A	N/A	Government
001669	N/A	N/A	N/A	Government
001670	N/A	N/A	N/A	Government
0017	Origin	Government	Origin	Government
001701	Origin	Government	Origin	Government
0018	Origin	Government	Origin	Government
001801	Origin	Government	Origin	Government
001802	Origin	Government	Origin	Government
001803	Origin	Government	Origin	Government
0019	Origin	Government	Origin	Government
001901	Origin	Government	Origin	Government
001902	Origin	Government	Origin	Government
001903	Origin	Government	Origin	Government
0020	Origin	Government	Origin	Government
002001	Origin	Government	Origin	Government
002002	Origin	Government	Origin	Government
002003	Origin	Government	Origin	Government
002004	Origin	Government	Origin	Government
002005	N/A	N/A	N/A	N/A
002006	N/A	N/A	N/A	Government

002007	N/A	N/A	N/A	N/A
002008	N/A	N/A	N/A	Government
002009	N/A	N/A	N/A	Government
002010	N/A	N/A	N/A	Government
002011	N/A	N/A	N/A	Government
002012	N/A	N/A	N/A	Government
0021	Origin	Government	Origin	Government
002101	Origin	Government	Origin	Government
002102	Origin	Government	Origin	Government
002103	Origin	Government	Origin	Government
0022	Origin	Government	Origin	Government
002201	Origin	Government	Origin	Government
002202	Origin	Government	Origin	Government
0023	Origin	Government	Origin	Government
002301	Origin	Government	Origin	Government
002302	Origin	Government	Origin	Government
002303	Origin	Government	Origin	Government
002304	Origin	Government	Origin	Government
002305	Origin	Government	Origin	Government
0024	Origin	Government	Origin	Government
002401	Origin	Government	Origin	Government
002402	N/A	N/A	N/A	Government
002403	Origin	Government	Origin	Government
0025	Origin	Government	Origin	Government
002501	Origin	Government	Origin	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	(DUPLICATE) Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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H-AEGIS-01 LEVEL OF EFFORT (FEB 2011)

a. The contractor agrees to provide the total level of effort specified in this clause in the performance of the work described in Section B and the statement of work of this contract. The total level of effort for the performance of this contract shall be (b)(4) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the contractor's proposal as having hours included in the proposed level of effort. The following table breaks out the hours identified above by CLIN:

CLIN	HOURS
0020	(b)(4)

b. Of the total man-hours of direct labor set forth above, it is estimated that (b)(4) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

c. Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel to and from an employee's usual work location, uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Section B and the statement of work.

d. The level of effort for this contract shall be expended at an average rate of approximately TBD via Technical Instruction hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

e. If, during the terms hereof, the contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the contractor shall notify the contracting officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the contracting officer. Any agreement to accelerate will be formalized by contract modification.

f. The Contracting Officer may, by written order, direct the contractor to accelerate the expenditure of direct labor such that the man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The contractor shall acknowledge this order within five days of receipt.

g. If the total level of effort specified in paragraph (a) above is not provided by the contractor during the period of the contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE} - \text{Expended LOE)} / \text{Required LOE}$$

Or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22) as applicable, require the contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

h. The contractor shall provide and maintain an accounting system, acceptable to the Defense Contract Management Agency (DCMA) and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated or uncompensated, if any) provided in fulfillment of the level of effort obligations for this

contract. The contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

i. Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the contracting officer with copies to the cognizant DCMA and DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

j. Unless the contracting officer determines that alternate worksite arrangements are detrimental to contract performance, the contractor may perform up to (b) (4) of the hours at an alternative worksite, provided the contractor has a company approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the contractor's alternative worksite plan. In the event performance becomes unacceptable, the contractor will be prohibited from counting those hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the contractor's election to implement an alternative worksite plan.

k. Notwithstanding any of the provisions in the above paragraphs, the contractor may furnish man-hours up to (b) (4) percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-65	(DUPLICATE) F.O.B. Origin, Prepaid Freight--Small Package Shipments	JAN 1991

Section G - Contract Administration Data

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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/Small Business (SB)
Telephone Number: (b)(6)
E-Mail Address: (b)(6)

For detailed information regarding eSRS visit [http:// www.acq.osd.mil/dpap/pdi/eb/index.htm](http://www.acq.osd.mil/dpap/pdi/eb/index.htm)

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.

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, see Attachment 24 – Allotment of Funds Table.

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, see Attachment 24 – Allotment of Funds Table.

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.

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

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.

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G-10 SEGREGATION OF COSTS (MAY 2005)

For CLIN(s) 0001, 0003, 0004, 0005, 0007, 0008, 0009, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0023, 0024, and 25 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

MILESTONE PAYMENT SCHEDULE

Milestones, billing percentages and payment amounts for the Foreign Sales Military (FMS) Inert Operational Missile (IOM) for CLIN 0022 are as follows:

<u>SubCLIN</u>	<u>ACRN</u>	<u>Date</u>	<u>Milestone Event</u>	<u>Payment %</u>	<u>Payment</u>
002201	DQ	August 2010	Time of Award	(b)(4)	(b)(4)
002201	DQ	September 2010	Delivery	(b)(4)	(b)(4)
002202	DR	August 2010	Time of Award	(b)(4)	(b)(4)
002202	DR	September 2010	Delivery	(b)(4)	(b)(4)

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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

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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) COR
17211 Avenue D, Suite 160
Dahlgren, VA 22448

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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.

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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.

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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.

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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
0021	15 July 2010
0022	15 July 2010
0024	31 July 2012

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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.

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H-31 TECHNICAL COGNIZANCE (JUN 2011)

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

Title/Position	Authority	Office Symbol
(b)(6) COTR	COTR Appointment Letter	MDA/AB

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

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

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

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

Title/Position	Authority	Office Symbol
(b)(6)	COR Appointment Letter	MDA/AB

f. The COR has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract. This individual is not authorized to issue any instruction which authorizes the Contractor to either exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any COR instruction, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof. A COR's designation cannot be re-delegated unless authorized in writing by the PCO.

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

H-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 BMDS. 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 Missions Systems & Sensors	Aegis BMD Weapon System Development Moorestown, NJ

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.

OCI

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

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-1	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
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	SEP 2006
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2006
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	(DUPLICATE) Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (May 2001) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	(DUPLICATE) Applicable Law for Breach of Contract Claim	OCT 2004
52.234-4	Earned Value Management System	JUL 2006
52.237-3	Continuity Of Services	JAN 1991

52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-9	Use And Charges	AUG 2005
52.245-18	Special Test Equipment	FEB 1993
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7001	(DUPLICATE) Right Of First Refusal Of Employment-- Closure of Military Installations	APR 1993
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
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	(DUPLICATE) Changes In Place Of Performance-- Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7014	Preference For Domestic Specialty Metals	JUN 2005
252.225-7014 Alt I	Preference For Domestic Specialty Metals (Apr 2003) - Alternate I	APR 2003

252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7025	Restriction on Acquisition of Forgings	JUL 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.234-7001	Notice of Earned Value Management System	APR 2008
252.242-7003	(DUPLICATE) Application For U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED 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)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

(End of clause)

52.216-10 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

(b) 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)

52.216-26 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) percent 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) 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)

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) percent 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)

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/sizestandardtopics/>.

(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)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The total use of overtime is authorized under this contract if the overtime premium cost does not exceed (b)(4) or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

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

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

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

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to (b)(6) Contracting Officer

(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)

52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

(a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

(b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.

(c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.

(d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the

costs of testing and qualification of the Title III industrial resource.

(e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

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

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.245-1 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)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not

terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

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: www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

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

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

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

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

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

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

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid__types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$(b)(4) and

(ii) The following items for which the Government's unit acquisition cost is (b)(4)

Contract line, subline, or exhibit line

item No. Item description:

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----
-.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution --DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The --DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.217-7027 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)

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)

(b)(4)

(b)(4)

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or

owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL _____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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