

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9	PAGE OF PAGES 1 25	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-06-C-0014		3. EFFECTIVE DATE 28 Apr 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE		
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) DCM RAYTHEON TUSCON P.O. BOX 11337 TUCSON AZ 85734-1337		CODE SQ005A	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) RAYTHEON COMPANY 1151 E HERMANS RD TUCSON AZ 85708-6936			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
			9. DISCOUNT FOR PROMPT PAYMENT			
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 15090		FACILITY CODE				
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS/CO - WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 3990 EAST BROAD STREET BLDG 21 COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 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						\$6,674,243.00
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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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 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 OF CONTRACTOR (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER			
BY _____			20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____			27 Apr 2006		APR 28 2006	
			(Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	RESEARCH & DEVELOPMENT (R&D) EFFORT CPFF R&D efforts to conduct Net-Centric Airborne Defense Element (NCADE) Risk Reduction Program in accordance with the statement of work. FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC		Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$6,586,283.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PR # AS9CAW62327BASIC FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC		Lot		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: AS9CAW62327BASIC0001				\$6,038,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	INCREMENTAL FUNDING FOR CLIN 0001 CPFF PR # AS9CAW62327AMEND1 FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327AMEND1				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: AS9CAW62327AMEND10001				\$548,283.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST FOB: Destination PURCHASE REQUEST NUMBER: AS9CAW62327BASIC				
				ESTIMATED COST	\$87,960.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data and Reports CPFF The contractor shall provide the following data and reports in accordance with the attached CDRLs (Exhibit A): FOB: Destination				NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

B-02 ESTIMATED COST AND FIXED FEE (MAY 2005)

The total estimated cost and fixed fee of this contract are:

Estimated Cost:	[REDACTED]
Fixed Fee:	[REDACTED]
Estimated Cost-Plus-Fixed-Fee:	\$ 6,674,243

B-03 CONTRACT TYPE (MAY 2005)

This is a Cost-Plus-Fixed-fee completion contract with a twelve-month period of performance as specified in Section B and other related Sections, Attachments and Exhibits.

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.

C-02 REPORTS AND OTHER DELIVERABLES (MAY 2005)

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

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

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

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

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

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

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

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

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

E-01 INSPECTION AND ACCEPTANCE (MAY 2005)

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

Office of the Secretary of Defense
Missile Defense Agency, MDA/DV
7100 Defense Pentagon
Washington, DC 20301-7100

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9760400.2520 6 BM 2520 30603175C00 255Y S12135 MD6051168C2327 620342
AMOUNT: \$6,586,283.00
CIN AS9CAW62327AMEND10001: \$548,283.00
CIN AS9CAW62327BASIC0001: \$6,038,000.00

CLAUSES INCORPORATED BY FULL TEXT

G-01 CONTRACT ADMINISTRATION (MAY 2005)

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

(a) CONTRACTING OFFICERS

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

The point of contact for all contractual matters is:

Name: Ms. Joy M. Smith
Organizational Code: MDA/DACT
Telephone Number: 703-882-6180
E-Mail Address: Joy.Smith@mda.osd.mil

(b) CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is not authorized to change any of the terms and conditions of the contract. The Contractor is advised that only the Contracting Officer can change or modify the contract terms or take any other action which obligates the Government. Then, such action must be set forth in a formal modification to the contract. The authority of the COR is strictly limited to him/her, without redelegation, to the specific duties set forth in his/her letter of appointment, a copy of which is furnished to the Contractor. Contractors who rely on direction from other than the Contracting Officer or a COR acting outside the strict limits of his/her responsibilities as set forth in his/her letter of appointment do so at their own risk and expense. Such actions do not bind the Government contractually. Any contractual questions shall be directed to the Contracting Officer.

The COR under this contract is:

Name: Mr. Michael Corbett
Organizational Code: MDA/DV
Telephone Number: 703-882-6103
E-Mail Address: Michael.Corbett@mda.osd.mil

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

Name of Company EDA POC: [REDACTED]
E-Mail Address: [REDACTED]@raytheon.com
Telephone No.: 520-794-8078

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

Name: [REDACTED]
Title: [REDACTED]
Telephone No.: 520-794-8078

G-02 IDENTIFICATION OF CORRESPONDENCE (MAY 2005)

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

G-03 REMITTANCE ADDRESS (MAY 2005)

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

[REDACTED]
Raytheon Company
P.O. Box 11337
Tucson, AZ 85734-1337

Electronics Funds Transfer
Fleet Bank
Boston, MA 02110
[REDACTED]
Account Name: Raytheon
[REDACTED]

G-04 PATENT INFORMATION (MAY 2005)

Patent information, in accordance with FAR 52.227-11, "Patent Rights -- Retention by the Contractor (Short Form)," or FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/GC
7100 Defense Pentagon
Washington, DC 20301-7100

**G-05 SUBMISSION OF PAYMENT REQUESTS USING WIDE AREA
WORK FLOW - RECEIPT AND ACCEPTANCE (WAWF-RA) (JUN 2005)****a. Requirement for Electronic Payment Requests by WAWF-RA**

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

2. To facilitate electronic submission, contractors shall submit all payment requests through the Wide Area Work Flow-Receipt and Acceptance (WAWF-RA) System at <https://wawf.eb.mil> using the appropriate Service Acceptor's DoDAAC (MDA's (NCR) is HQ0006; JNIC is H95001). When using WAWF-RA, the contractor will inform the Contracting Officer's Representative (COR) or designee via e-mail that a WAWF document has been submitted for approval.

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

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

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

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

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

b. Submission of Invoices under Fixed Price Type Contracts

